

Code Name: Norgrain

RECOMMENDED BY
 NORTH AMERICAN EXPORT GRAIN ASSOCIATION
 THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE
 CHAMBER OF SHIPPING OF THE UNITED KINGDOM
 FEDERATION OF NATIONAL ASSOCIATIONS OF SHIP BROKERS AND
 AGENTS

NORTH AMERICAN GRAIN CHARTERPARTY 1973

ISSUED BY THE ASSOCIATION OF SHIP BROKERS AND AGENTS (U.S.A.) INC.

..... 19

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

2 Owners }
 3 *Note: Delete as* Disponent Owners } S.S. Self/Non Self Trimming Bulk Carrier
 4 *appropriate* Time-chartered Owners } of the Tween Decker Call Sign
 Chartered Owners }
 5 M.V. Tanker
 6 Description of Vessel. Built at of tons of 2,240 lbs.
 7 deadweight all told, or thereabouts, and with a grain cubic capacity available for cargo of cubic feet (including cubic feet in self-bleeding wing
 8 spaces)
 20
 9 Classification Classed in now
 10
 11 *Note: Insert*
 12 *vessel's Itinerary.*
 13 Charterers and of Charterers
 14 **Loading** 1.--- That the said vessel, being tight, staunch and strong and in every way fit for the voyage, shall with all convenient speed proceed to
 15 **Port(s)** and there
 16 load
 17 Description at 27 safe loading berth(s) in Charterers' option,
 18 of Cargo. always float, a full and complete* cargo in bulk of
 19 29 part*
 30
 20
 21 at Charterers' option tons of 2,240 lbs.* % more or less, quantity at Owners' option.
 22 " 1,000 kilos.*

23 **Notice and** 2.--- Owners are to give Charterers (or their Agents) (telegraphic address “ “ telex number :”)
24 **Loading Port** 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
25 **Orders.** a cargo of Heavy Grain, unless the cargo composition has been declared or indicated.

26 The Charterers are to be kept continuously advised by telegram/telex of any alteration in vessel’s readiness to load date.

27 Master to apply to (telegraphic address “
”))
28 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
29 Charterers or their Agents are to give orders for first or sole loading port within 72 hours of receipt of Master’s application, unless given earlier.

30 Orders for second port of loading, if used, to be given to the Master not later than
.....
31

32 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 together with vessel’s
estimated
33 readiness to load date.

34 **Vessel** 3.--- Vessel to load under inspection of National Cargo Bureau, Inc. in U.S.A. ports or of the Port Warden in Canadian ports. Vessel also to load
under
35 **Inspection.** inspection of a Grain Inspector licensed/authorised by the United States Department of Agriculture pursuant to the U.S. Grain Standards Act and/or of a
Grain
36 Inspector employed by the Canada Department of Agriculture, as required by the appropriate authorities.

37 If vessel loads at other than U.S. or Canadian ports, she is to load under inspection of such national and/or regulatory bodies as may be required.

38 Vessel is to comply with the rules of such authorities, and shall load cargo not exceeding what she can reasonably stow and carry over and above her Cabin,
Tackle,
39 Apparel, Provisions, Fuel, Furniture and Water. Cost of such inspections shall be borne by Owners.

40 **Laydays/** 4.--- Laytime for loading, if required by Charterers, not to commence before 0800 on the day of
.....

41 **Cancelling.** 49
42 Should the vessel’s notice of readiness not be tendered and accepted as per Clause 17 before 1200 on the
day
43 of 49, the Charterers or their Agents shall at any time thereafter, but not later than one hour after the notice
of
44 readiness is tendered, have the option of cancelling this Charterparty.

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 in Charterers’
48 option, vessel being always afloat, on being* paid freight as per Clauses 8 and 9.
49 having been*

50 **Discharging** Master to apply by radio to Charterers’/Receivers’* Agents (telegraphic address “ ”) for first or sole discharging port orders 96
Port Orders.
51 hours before vessel is due. off/at* and

52 22 Charterers/Receivers*. Agents are to give first or sole discharging port orders by wireless within 48 hours of receipt of Master's application unless given earlier. If
53 Master's application is received on a Saturday, the time allowed to Charterers/Receivers* (or their Agents) shall be 52 hours instead of 48 hours.

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

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

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

60 **Rotation of Ports.** 7--- Rotation of loading ports is to be in Owners'* option.
61 31 Charterers'*

62 Rotation of discharging ports is to be in Owners'* option, but if more than two (2) ports of discharge are used, rotation is to be geographic
63 Charterers'*
64 to

65 **Freight.** 8--- Freight to be paid as follows:
66
67

68 per ton of 2,240 lbs./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 per ton of 2,240 lbs./1,000 kilos.*

73 Charterers/Receivers have the option of ordering the vessel to discharge at
74 in which case the rate of freight to be per ton of 2,240 lbs./1,000
75 kilos*.

76 If more than one port of loading and/or discharging is used, the rate of freight shall be increased by per ton of 2,240 lbs./1,000 kilos*.
77 for each additional loading and/or discharging port on the entire cargo.

77 **Freight Payment.** 9--- (a) If vessel discharges in the United Kingdom including Northern Ireland, freight shall be payable by Receivers* concurrently with discharge on
78 out- 20 Charterers*
79 turn weight, to Owners or their designated Agents at in currency.

80 (b) For all other destinations, freight shall be fully prepaid on surrender of signed Bills of Lading in
"

81 in currency to

82 on Bill of Lading weight, discountless, not returnable, vessel and/or cargo lost or not lost. Freight shall be deemed earned as cargo is loaded on board.

83 Once the Bills of Lading have been signed, and Charterers call for surrender of Original Bills of Lading against freight payment as above, it will be

84 incum-
bent upon Owners or their Agents to comply immediately with such call for surrender during office hours, Mondays to Fridays inclusive.

85 (c)
*
.....

86
.....

87

88 **Cost of** 10.--- (a)*. Cargo is to be loaded, stowed, trimmed (to Master's satisfaction in respect of seaworthiness) free of expense to the vessel.

89 **Loading and** Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness).

90 **Discharging.** (b)*. Cargo is to be loaded, stowed and trimmed at Owners' expense.

91 Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness).

92 **Stevedores at** 11.---Stevedores at loading Port(s) are to be appointed by. Charterers* and paid by. Charterers.*

93 **Loading** 30 Owners* 32 Owners.*

94 **Port(s) and** If stevedores are appointed by Owners, they are to be approved by Charterers at loading port(s), and such approval is not to be unreasonably withheld.

95 **Discharging** Stevedores at discharging port(s) are to be appointed and paid for by. Charterers/Receivers*.34

96 **Port(s)** In all cases, stevedores shall be deemed to be the servants of the Owners and shall work under the supervision of the Master.

97 **Bulk Carrier** 12.--- (a) The vessel is warranted to be a. self-trimming bulk carrier.*

98 **and Wing** 36 non-self-trimming bulk carrier.*

99 **Spaces** (b) Cargo may be loaded into wing spaces if the cargo can bleed into centreholds. Wing spaces are to be spout trimmed; any further trimming in wing spaces and any additional expenses in discharging are to be for Owners' account, and additional time so used is not to count as laytime or time on demurrage.

100

101 **Overtime.** 13.--- (a) **Expenses**

102 (i) All overtime expenses at loading and discharging port(s) shall be for account of the party ordering same.

103 (ii) If overtime is ordered by port authorities or the party controlling the loading and/or discharging terminal or facility, all overtime expenses are to be

104 equally shared between the Owners and Charterers.*

105 Receivers.*

106 (iii) Overtime expenses for vessel's officers and crew shall always be for Owners' account.

107 (b) **Time Counting**

108 If overtime be worked during excepted periods ordered by Owners the actual time used shall count.

109 If overtime be worked during excepted periods ordered by Charterers/Receivers* the actual time used shall not count.

110 If overtime be worked during excepted periods ordered by port authorities or the party controlling the loading and/or discharging terminal or facility half the actual time used shall count.

111

112 (c) **SHINC (Sundays and Holidays Included)**

113 Section (b) shall not apply if SHINC has been agreed.

114 **Separations.** 14.--- Cost of cargo separations, including labour used for laying same, to be for Charterers' account unless required by Owners, in which case all
 115 resultant expenses shall be borne by the Owners. Separations ordered by Charterers shall be made to Master's satisfaction (but not exceeding the requirements of the
 116 competent authorities).

117 **Securing.** 15.--- (a) **For Owners' account**
 118 *Delete para.* Any securing (bagging or strapping, etc.) required by Master, National Cargo Bureau or Port Warden for safe trim/stowage to be supplied by and paid
 119 for by Owners, and time so used not to count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) to be at Owners' expense, and time actually
 120 lost is not to count. *appropriate.*
 121 (b) **For Charterers' account**
 122 Any securing (bagging or strapping, etc.) required by Master, National Cargo Bureau or Port Warden for safe trim/stowage to be supplied by and paid for
 123 by Charterers, and time so used to count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) to be at Charterers'/Receivers'* expense.

124 **Opening/** 16.--- (a)* At each loading and discharging port, cost of first opening and last closing of hatches and removal and replacing of beams, if any, shall be for
 125 **Closing** Owners' account. Cost of all other opening and closing of hatches, removal and replacing of beams shall be for Charterers'/Receivers'* account.
 126 **Hatches.** (b)* At each loading and discharging port, cost of all opening and closing of hatches and removal and replacing of beams, if any, shall be
 127 for Owners'* account.
 128 Charterers'/Receivers'*

129 **Time** 17.--- (a) **Notice of Readiness and Commencement of Laytime**
 130 **Counting.** Notification of vessel's readiness to load and/or discharge at the first or sole loading and/or discharging port, shall be delivered in writing at the office of
 131 Charterers/ Receivers (or their Agents) between the hours of 0900 to 1700 on all days except Sundays and holidays, and between the hours of 0900 to 1200 on
 132 Saturdays. Charterers/Receivers shall not be required to accept notice of readiness to load or discharge on Saturdays after 1200 or on Sundays or holidays. Such notice of
 133 readiness shall be delivered when vessel is in the loading or discharging berth and is in all respects ready to load/discharge, including Free Pratique where applicable. If
 134 the loading and/or discharging berth is unavailable, Master may tender vessel's notice of readiness from a lay berth or anchorage within the commercial limits
 135 of the port subject to the provisions of Clause 17 paragraph (b).
 136 Following receipt of notice of readiness to load or discharge as above, laytime will commence at 0800 on the next day, Sundays and holidays excepted (for
 137 Saturdays see clause 18 (e)). If SHINC agreed, the exception of Sundays and holidays (as well as the possible exception of Saturdays under Clause 18 (e)) shall not apply.
 138 Time actually used before commencement of laytime shall count.

139 (b) **Waiting for Berth**
 140 If the vessel is prevented from entering the commercial limits of the loading/discharging port(s) because the first or sole loading/discharging berth or a lay
 141 berth or anchorage is not available, or on the order of the Charterers/Receivers or any competent official body or authority, and the Master warrants that the vessel is
 142 physically ready in all respects to load or discharge, the time spent waiting at a usual waiting place outside the commercial limits of the port or off the port shall count
 against

143 laytime. Such laytime shall count from vessel's arrival at such usual waiting place and will continue to run as per clause 18 until any of the aforesaid
 144 conditions
 145 cease to be operative and vessel is so notified by Charterers/Receivers or their Agents or any competent authority. If after entering the commercial limits of the
 146 loading
 147 port, vessel fails to pass inspections as per clause 17(d) and requires more than four hours SHINC to pass such inspections from the time of initial failure to
 148 pass,
 149 the time spent waiting outside the commercial limits of the port as per lines 143-144 shall not count and the provisions of lines 153-154 are not to apply; but, if
 150 said
 151 vessel passes inspections within said four hours, any delay in commencing loading directly attributable to its failure to pass initial inspections shall not count
 152 as
 153 laytime or time on demurrage.
 154 Time so used is to be added to laytime (or time on demurrage) used for loading/discharging the entire cargo if Clause 18(b) and 18(c) apply and
 155 is to
 156 be added to laytime (or time on demurrage) used for loading and discharging the entire cargo if reversible laydays apply or if Clause 18(a) applies.
 157 Once the vessel has reached a place within the commercial limits of the port, notice of readiness is to be tendered in accordance with the provision of
 158 lines
 159 130 to 135 and laytime is to begin to count in accordance with lines 136 to 137.
 160 At first or sole loading port the cancelling date shall be extended by the number of running days SHINC rounded to the nearest day spent waiting outside
 161 the
 162 commercial limits of the port for berth (in accordance with the provisions of lines 140 to 144).

155 (c) **Subsequent Port(s)**

156 At second or subsequent port(s) of loading and/or discharging, laytime or time on demurrage shall resume counting from vessel's arrival in loading or
 157 discharging
 158 berth if available or from vessel's arrival within the commercial limits of the port if berth is unavailable, otherwise the provisions of Clause 17 paragraph (b)
 159 shall
 160 apply.

159 (d) **Inspection**

160 At the loading port(s), Master's notice of readiness shall be accompanied by pass of the National Cargo Bureau/Port Warden and Grain Inspector's
 161 certificate of
 162 vessel's readiness in all compartments to be loaded, for the entire cargo covered by this Charterparty as per Clause 3. In the event that vessel loads in
 163 subsequent
 164 port(s) and is required to re-pass inspections in these ports, any time lost thereat in securing the required certificate shall not count as laytime or time on demurrage.

163 **Laytime.**

164 18.--- (a) Vessel is to be loaded and discharged within working days of twenty-four (24) consecutive hours each (weather
 165 permitting),

166 Sundays and Holidays included (SHINC)*
 167 excepted (SHEX)*

168 (b) Vessel is to be loaded within working days of twenty-four (24) consecutive hours each (weather permitting), Sundays
 169 and

170 Holidays included (SHINC)*
 171 excepted (SHEX)*

172 (c) Vessel is to be discharged at the average rate of tons of 2,240 lbs.* per working day of twenty-four (24) consecutive
 173 hours

174 (weather permitting), Sundays and Holidays included (SHINC)* on the basis of the Bill of Lading weight.
 175 1,000 kilos.*

176 excepted (SHEX)*

177 (d) Laydays shall be reversible*

174 non-reversible*
175 (e) Notwithstanding any custom of the port to the contrary, Saturdays shall not count as laytime at loading and discharging port or ports where stevedoring labour and/or grain handling facilities are unavailable on Saturdays or available only at overtime and/or premium rates.
176 In ports where only part of Saturdays is affected by such conditions, as described above, laytime shall count until the expiration of the last straight time period.
177 Where six or more hours of work are performed at normal rates, Saturday shall count as a full lay day.
178
179 (f) In the event that the vessel is waiting for loading or discharging berth, no laytime is to be deducted during such period for reasons of weather unless the vessel occupying the loading or discharging berth in question is actually prevented from working grain due to weather conditions in which case time so lost is not to count.
180
181 **Demurrage/** 19.--- Demurrage at loading and/or discharging ports, if incurred, to be paid at the rate of per day or *pro rata*
182 **Despatch** for part of a day and shall be paid by Charterers in respect of loading port(s) and by Charterers/Receivers* in respect of discharging port(s). Despatch money to be paid by Owners at half the demurrage rate for all laytime saved at loading and/or discharging ports.
183 **Money.** Any time lost for which Charterers/Receivers are responsible, which is not excepted under this Charterparty, shall count as laytime, until same has expired, thence time on demurrage.
184
185
186 **Shifting.** 20.--- (a) **Shifting expenses and time**
187 (i) Cost of shifting between loading berths and cost of shifting between discharging berths, including bunker fuel used, to be for Owners'*
188 Charterers'/Receivers'*
189 account, time counting.
190 (ii) If vessel is required to shift from one loading or discharging berth to a lay berth or anchorage due to subsequent loading or discharging berth(s) not being available, all such shifting expenses, as defined above shall be for Owners'* account, time counting.
191 Charterers'/Receivers'*
192 (iii) Cost of shifting from lay berth or anchorage to first loading or first discharging berth to be for Owners' account.
193
194 (b) **Shifting in and out of the same berth**
195 If vessel is required by Charterers/Receivers* (or their Agents) to shift out of the loading berth or the discharging berth and back to the same berth, one berth shall be deemed to have been used, but shifting expenses from and back to the loading or discharging berth so incurred shall be for Charterers'/Receivers'* account and laytime or time on demurrage shall count.
196
197
198 **Gear and** 21.--- This clause shall not apply if vessel is gearless, or chartered as such. If required, Master to give free use of vessel's cranes* and power to drive the gear, winches*
199 **Lights.** runners, ropes and slings as on board, and crane drivers* from the crew. If shore regulations do not permit the crew to work cranes* then shore crane drivers* if
200 19 winchmen* 21 winches* 23 winchmen*
201 used, to be for Owners'* account at loading port(s) and Owners'* account at discharging port(s). Time lost on account of breakdowns of vessel's gear
202 25 Charterers'* 27 Receivers'/Charterers'*28
203 essential to the loading or discharging of this cargo is not to count as laytime or time on demurrage, and if this Charterparty calls for Charterers/Receivers*.to pay for cost of loading or discharging any stevedore standby time charges incurred thereby shall be for Owners' account.
204
205 If required, Master shall give free use of the vessel's lighting as on board for night work.
206
207 **Seaworthy** 22.--- If ordered to be loaded or discharged at two or more ports, the vessel is to be left in seaworthy trim to Master's satisfaction (not exceeding the requirements of the Safety of Life at Sea Convention as applied in the country in which such ports are situated) for the passage between ports at Charterers' expense
208 **Trim.**

209 at loading and at Charterers'/Receivers*' expense at discharging ports, and time used for placing vessel in seaworthy trim shall count as laytime or time on demurrage.

210 **Draft/** 23.--- Owners warrant that vessel's deepest salt water draft shall not exceed. feet. inches on completion of loading
211 **Lighterage.** and. feet. inches on arrival at first or sole discharging port.

212 Should the vessel be ordered to discharge at a place in which there is not sufficient water for her to get the first tide after arrival without lightening,
and lie
213 always afloat, laytime is to count as per Clause 17 at a safe anchorage for similar vessels bound for such a place and any lighterage expenses incurred to enable
her
214 to reach the place of discharge is to be at the expense and risk of the cargo, any custom of the port or place to the contrary notwithstanding, but time occupied
in
215 proceeding from the anchorage to the discharging berth is not to count as laytime or time on demurrage.
216 Unless loading and/or discharging ports are named in this Charterparty, the responsibility for providing safe berths and/or safe ports of loading and/or
discharging
217 lies with the Charterers'/Receivers* provided Owners have complied with the maximum arrival draft limitations in Lines 210 to 211.

218 24.--- It is understood that if this vessel is fitted with car decks, container fittings and/or any other special fittings not connected with the carriage of
grain
219 **Car Decks,** in bulk, any extra expenses incurred in loading and/or discharging as a result of the presence of such car decks, container fittings and/or special fittings are to be
for
220 **etc.** Owners' account. Time so lost shall not count as laytime or time on demurrage.

221 **Dues at** 25.--- Quay/Weight or Tonnage dues in Germany shall be for Charterers'/Receivers*' account.
German Ports

222 **St. Lawrence** 26.--- All St. Lawrence Seaway and/or Welland Canal tolls on vessel and/or cargo assessed by Canadian and United States Authorities are to be paid
and
223 **Seaway Tolls.** borne by Owners.

224 **Water** 27.--- Owners warrant to have secured and to carry aboard the vessel a U.S. Federal Maritime Commission Certificate of Financial Responsibility as
required
225 **Pollution** under the U.S. Water Quality Improvement Act of 1970. In addition, Owners agree to comply with any and all Official Regulations pertaining to water
pollution
226 **Clause.** as applicable. Any time lost on account of vessel's non-compliance with Government and/or State and/or Provincial regulations pertaining to water
pollution
227 shall not count as laytime or time or demurrage.

228 **Agents.** 28.--- Owners* are to appoint agents at loading port(s) and Owners* are to appoint agents at discharging port(s).
229 Charterers* Charterers*
230 In all instances, agency fees shall be for Owners' account but are not to exceed customary applicable fees.

231 **Strikes,** 29.--- If the cargo cannot be loaded by reason of Riots, Civil Commotions or of a Strike or Lock-out of any class of workmen essential to the loading of
the
232 **Stoppages,** cargo, or by reason of obstructions or stoppages beyond the control of the Charterers caused by Riots, Civil Commotions or Strike or Lock-out on the
Railways or
233 **etc.** in the Docks or other loading places, or if the cargo cannot be discharged by reason of Riots, Civil Commotions, or of a Strike or Lock-out of any class of
workmen
234 essential to the discharge, the time for loading or discharging, as the case may be, shall not count during the continuance of such causes, provided that a
Strike or
235 Lock-out of the Shippers' and/or Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable
labour

236 at rates current before the Strike or Lock-out. In case of any delay by reason of the before mentioned causes, no claim for damages or demurrage shall be
237 made
238 by the Charterers/Receivers of the cargo or Owners of the vessel. For the purpose, however, of settling despatch rebate accounts, any time lost by the vessel
through
239 any of the above causes shall be counted as time used in loading, or discharging, as the case may be.

239 **Ice.**

30.--- **Loading Port**

240 (a) If the Vessel cannot reach the loading port by reason of ice when she is ready to proceed from her last port, or at any time during the voyage,
or on
241 her arrival, or if frost sets in after her arrival, the Master - for fear of the Vessel being frozen in - is at liberty to leave without cargo; in such cases this
Charter-
242 party shall be null and void.

243 (b) If during loading, the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on
board
244 and to proceed to any other port with option of completing cargo for Owners' own account to any port or ports including the port of discharge. Any part cargo
thus
245 loaded under this Charterparty to be forwarded to destination at Vessel's expense against payment of the agreed freight, provided that no extra expenses be
thereby
246 caused to the Consignees, freight being paid on quantity delivered (in proportion if lump sum), all other conditions as per Charterparty.

247 (c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners to be at liberty either to load the part
cargo
248 at the open port and fill up elsewhere for the Owners' own account as under sub-clause(b) or to declare the Charterparty null and void unless the Charterers
agree
249 to load full cargo at the open port.

Voyage and Discharging Port

250 (d) Should ice prevent the Vessel from reaching the port of discharge, the Charterers/Receivers* shall have the option of keeping the Vessel waiting until
251 the
re-opening of navigation and paying demurrage or of ordering the vessel to a safe and immediately accessible port where she can safely discharge without
252 risk of
detention by ice. Such orders to be given within 48 hours after the Owners or Master have given notice to the Charterers/Receivers* of impossibility of reaching port
253 of
destination.

254 (e) If during discharging, the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on
255 board
and to proceed to the nearest safe and accessible port. Such port to be nominated by Charterers/Receivers* as soon as possible, but not later than 24 running
256 hours,
Sundays and holidays excluded, of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.

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

260 (g) Spring-This Ice Clause (a) to (f) not to apply in the Spring.

Extra

262 **Insurance.**

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 of

263 and may be deducted from the freight, in Charterers' option. The Charterers shall furnish evidence of payment supporting such
deduction.

264 **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 purpose
of
265 **Bunker** bunkering at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of
loading
266 **Clause.** or discharge named in this Charterparty and may there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of fuel tanks
and
267 deep tanks and any other compartment in which oil can be carried, whether such amount is or is not required for the chartered voyage.

268 **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 infringement or
breach
269 of this Charterparty and the Owners shall not be liable for any loss or damage resulting therefrom; provided, however, that if the deviation is for the
purpose
270 of loading or unloading cargo or passengers it shall, *prima facie*, be regarded as unreasonable.

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

274 **Exceptions.** 35.--- Owners shall be bound before and at the beginning of the voyage to exercise due diligence to make the ship seaworthy and to have her properly manned,
equipped
275 and supplied and neither the vessel nor the Master or Owners shall be or shall be held liable for any loss of or damage or delay to the cargo for causes excepted by
the
276 U.S. Carriage of Goods by Sea Act, 1936 or the Canadian Water Carriage of Goods Act, 1936.
277 And neither the vessel, her Master or Owners, nor the Charterers or Receivers shall, unless otherwise in this Charterparty expressly provided, be responsible
for
278 loss of or damage or delay to or failure to supply, load, discharge or deliver the cargo arising or resulting from:-- Act of God, act of war, act of public enemies,
pirates
279 or assailing thieves; arrest or restraint of princes, rulers or people; seizure under legal process, provided bond is promptly furnished to release the vessel or cargo;
floods;
280 fires; blockades; riots; insurrections; Civil Commotions; earthquakes; explosions. No exception afforded the Charterers or Receivers under this clause shall
relieve
281 the Charterers or Receivers of or diminish their obligations for payment of any sums due to the Owners under provisions of this Charterparty.

282 **U.S.A. Clause** 36.--- If the vessel loads in the U.S.A. the U.S.A. Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows:
283 **Paramount.** "This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936,
which
284 shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an
increase of
285 any of its responsibilities or liabilities under said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such terms shall be void to that
extent,
286 but no further."

287 **Canadian** 37.---If the vessel loads in Canada the Canadian Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows:
288 **Clause** "This Bill of Lading, so far as it relates to the carriage of goods by water, shall have effect, subject to the provisions of the Water Carriage of Goods Act
1936,
289 **Paramount.** enacted by the Parliament of the Dominion of Canada, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a
surrender
290 by the carrier of any of its rights or immunities, or an increase of any of its responsibilities or liabilities under the said Act. If any term of this Bill of
Lading be
291 repugnant to said Act to any extent, such terms shall be void to that extent, but no further."

292 **Both-to-** 38.---If the liability for any collision in which the vessel is involved while performing this Charterparty falls to be determined in accordance with the laws of
the
293 **Blame** United States of America, the following clause shall apply:
294 **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 master, mariner,
pilot or
295 **Clause.** the servants of the Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify the Carrier
against all
296 loss or liability to the other or non-carrying vessel or her Owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the
owners
297 of the said goods, paid or payable by the other or non - carrying vessel or her owners to the owners of the said goods and set off, recouped or recovered by
the
298 other or non-carrying vessel or her owners as part of their claim against the carrying vessel or carrier.
299 The foregoing provisions shall also apply where the Owners, operators or those in charge of any vessel or vessels or objects other than, or in addition
to, the
300 colliding vessels or objects are at fault in respect to a collision or contact."
301 The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.

302 **General** 39.---General Average shall be payable according to the York/Antwerp Rules 1950 and shall be settled in
.....
303 **Average/** Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:
304 **New Jason** "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
305 negligence or not, for which, or for the consequences of which, the carrier is not responsible, by Statute, contract or otherwise, the goods, shippers,
consignees or
306 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
307 made or incurred and shall pay salvage and special charges incurred in respect of the goods.
308 "If a salving vessel is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such
deposit as
309 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
310 by the goods, shippers, consignees or owners of the goods to the carrier before delivery."
311 The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.

312 **War Risks** 40.---1. No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bills of Lading have been
signed, or
313 if the port to which the vessel has been ordered to discharge, either on signing Bills of Lading or thereafter, be one to which the vessel is or shall be prohibited
from
314 going by the Government of the Nation under whose flag the vessel sails or by any other Government, the owner shall discharge the cargo at any other port
covered
315 by this Charterparty as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be
entitled to
316 freight as if the vessel had discharged at the port or ports or discharge to which she was originally ordered.
317 2. The vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or
otherwise
318 howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or by any other Government or any
department
319 thereof, or any person acting or purporting to act with the authority of such Government, or of any department thereof, or by any committee or person
having,
320 under the terms of the War Risks Insurance on the vessel, the right to give such orders or directions and if by reason of and in compliance with any such
orders
321 or directions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a
fulfillment

322 of the contract voyage and the freight shall be payable accordingly.

323 **Address** 41.---An address commission of % on gross freight, deadfreight and demurrage is due to Charterers at time freight and/or demurrage

324 **Commission.** is paid, vessel lost or not lost, Charterers having the right to deduct such commission from payment of freight and/or demurrage.

325 **Brokerage** 42.---A brokerage commission of % on gross freight, deadfreight, and demurrage is payable by Owners to

326 **Commission.** ã.....

327 at time of receiving freight payment and/or demurrage payment(s), vessel lost or not lost.

328 **Assignment** 43.---Charterers have the privilege of transferring/assigning/reletting all or part of this Charterparty to others (guaranteeing to the Owners the due fulfillment

329 of this Charterparty).

330 **Arbitration:** 44.--- (a) **New York.** All disputes rising out of this contract shall be arbitrated at New York in the following manner, and be subject to U.S. Law:

331 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

332 for the purpose of enforcing any award, this agreement may be made a rule of the court. The Arbitrators shall be commercial men. Such Arbitration is to be conducted

333 in accordance with the rules of the Society of Maritime Arbitrators, Inc.

334 Delete para. For disputes where the total amount claimed by either party does not exceed U.S. \$3,500.00, or amount as mutually agreed, the Arbitration may be conducted in

335 (a) or (b) as accordance with the Simplified Arbitration Procedure of the Society of Maritime Arbitrators, Inc. if so desired by both parties.

336 appropriate. (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 arbitra-

337 ment of two Arbitrators carrying on business in London who shall be Members of the Baltic Mercantile & Shipping Exchange and engaged in the Shipping and/or Grain

338 Trades, 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

339 ground that any of the Arbitrators is not qualified as above, unless objection to his action be taken before the award is made. Any disputes arising under this Charter-

340 party shall be governed by English law.

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