



Code Name: "AMWELSH 93"  
 Recommended by  
 The Baltic and International Maritime Council (BIMCO)  
 The Federation of National Associations of  
 Ship Brokers and Agents (FONASBA)

## AMERICANIZED WELSH COAL CHARTER<sup>©</sup>

*Issued by the Association of Ship Brokers and Agents (U.S.A), Inc.  
 New York - 1953; Amended 1979; Revised 1993*

1 **THIS CHARTER PARTY**, made and concluded in **Sample**.....  
 2 this ..... day of ..... 19.....  
 3 Between .....  
 4 .....  
 5 Owners of the ..... (flag) Vessel .....  
 6 of ..... , built ..... (year) at ..... (where)  
 7 of ..... tons of 1000 kilos total deadweight on summer freeboard, inclusive of bunkers,  
 8 classed ..... in ..... and registered  
 9 at ..... under No ..... The Vessel's length overall is  
 10 ..... and beam is ..... The Vessel's fully laden draft on summer  
 11 freeboard is ..... now ..... and  
 12 .....  
 13 Charterers .....  
 14 of the city of .....

15 **1. Loading Port(s)/Discharging Port(s)**

16 That the said Vessel being tight, staunch and strong, and in every way fit for the voyage, shall, with all  
 17 convenient speed, proceed to .....  
 18 .....  
 19 ..... and there load, always afloat, and in the  
 20 customary manner from the Charterers, in such safe berth as they shall direct, a full and complete cargo  
 21 of coal ..... tons of 2240 lbs/1000 kilos\* ..... % more or less in the Owners'  
 22 option; and being so loaded, shall therefrom proceed, with all convenient speed, to .....  
 23 ..... or so near thereunto as she can safely get, and there deliver her cargo, as ordered  
 24 by the Charterers, where she can safely deliver it, always afloat, on having been paid freight at the rate of  
 25 ..... US \$ per ton of 2240 lbs/1000 kilos\* on bill of lading quantity.

26 \*) *Delete as appropriate*

27 **2. Freight Payment**

28 The FREIGHT shall be paid in .....  
 29 .....

30 .....

31 **3. Notices & Loading Port Orders**

32 The Master shall give the Charterers (telegraphic address " .....",  
33 Telex No ....., Fax No ..... ) and ..... days notice of the date of the  
34 Vessel's expected readiness to load, and approximate quantity of cargo required with the .....  
35 day notice. The Charterers shall be kept advised by any form of telecommunication of any alterations in  
36 that date, as and when known. The Charterers shall declare first or sole loading port on receipt of the  
37 Master's ..... day notice, unless declared earlier.

38 **4. Discharging Port Orders**

39 The Master shall apply to the Charterers by any form of telecommunication for declaration of the first or  
40 sole discharging port 96 hours before the Vessel is due off/at .....  
41 ..... and they are to declare same to the Master not later than 48 hours following  
42 receipt of the Master's application.

43 **5. Laydays/Cancelling**

44 Laytime for loading shall not commence before 0800 on the ..... day of .....  
45 Should the Vessel's notice of readiness not have been tendered in accordance with Clause 6, before 1700  
46 on the ..... day of ....., the Charterers shall have the option of cancelling this  
47 Charter Party, not later than one hour after the said notice has been tendered. The said cancelling date shall  
48 be extended by as many days (rounded to the nearest day) as the Charterers shall have failed to give load-  
49 ing port orders as provided in Clause 3 hereabove, without prejudice to the Owners' claim for detention.

50 If the Owners warrant that, despite the exercise of due diligence by the Owners, the Vessel will not be  
51 ready to tender notice of readiness by the cancelling date, and provided the Owners are able to state with  
52 reasonable certainty the date on which the Vessel will be ready, they may, at the earliest seven days before  
53 the Vessel is expected to sail for the port or place of loading, require the Charterers to declare whether or  
54 not they will cancel the Charter. Should the Charterers elect not to cancel, or should they fail to reply with-  
55 in seven days or but the cancelling date, whichever shall first occur, then the seventh day after the expected  
56 date of readiness for loading as notified by the Owners shall replace the original cancelling date. Should  
57 the Vessel be further delayed, the Owners shall be entitled to require further declarations of the Charterers  
58 in accordance with this clause.

59 **6. Time Counting**

60 (a) Notice of the Vessel's readiness to load and discharge at the first or sole port shall be tendered in  
61 writing to the Charterers between 0800 and 1700 on Mondays to Fridays and between 0800 and  
62 1200 on Saturdays. Following tender of notice of readiness, laytime shall commence 12 hours  
63 thereafter, unless the Vessel's loading or discharging has sooner commenced.

64 Such notice of readiness shall be tendered when the Vessel is in the loading or discharging berth,  
65 if available, and is in all respects ready to load or discharge the cargo, unless the berth is not  
66 available on the Vessel's arrival, whereupon the Master may tender the said notice from a lay berth  
67 or anchorage within the port limits.

68 (b) If the Vessel is prevented from entering the port limits because the first or sole loading or  
69 discharging berth, or a lay berth or anchorage is not available, or on the order of the Charterers or

70 any competent official body or authority, and the Master warrants that the Vessel is physically  
71 ready in all respects to load or discharge, he may tender notice, by radio, if desired, from the usual  
72 anchorage outside the port limits, whether in free pratique or not, and/or whether customs cleared

73 or not. If after entering the port limits the Vessel is found not to be ready, the time lost from the  
74 discovery thereof, until she is ready, shall not count as laytime, or time on demurrage.

75 (c) Once the loading or discharging berth becomes available laytime or time on demurrage shall cease  
76 until the Vessel is in the berth, and shifting expenses shall be for the Owners' account.

77 (d) *Subsequent Ports* - At second or subsequent ports of loading and/or discharging, laytime or time  
78 on demurrage shall resume counting from the Vessel's arrival in loading or discharging berth, if  
79 available, or if unavailable, from the arrival time within or outside the port limits, as provided in  
80 paragraph (a) supra.

## 81 **7. Laytime**

82 (a) The Vessel shall be loaded at the average rate of ..... tons of 1000 kilos per day, or  
83 pro-rata for any part of a day, or within ..... running days, both of twenty-four  
84 consecutive hours, weather permitting, Sundays and Holidays excepted/included\*, and discharged  
85 at the average rate of ..... tons of 1000 kilos per day, or pro-rata for any part of a day, or  
86 within ..... running days, both of twenty four consecutive hours, weather permitting,  
87 Sundays and Holidays excepted/included\*.

### 88 Days Purposes

89 (b) Vessel shall be loaded and discharged within ..... days of twenty-four consecutive hours,  
90 weather permitting, Sundays and Holidays excepted/included\* at loading, and excepted/included\*  
91 at discharge.

92 (c) Time used in loading and discharging during excepted periods, if any, shall count as laytime.

### 93 Non-reversible laytime

94 (d) In cases or separate laytime for loading and discharging, laytime shall be non-reversible.

95 \*) *Delete as appropriate*

## 96 **8. Exceptions**

97 The Owners shall be bound before and at the beginning of the voyage to exercise due diligence to make  
98 the Vessel seaworthy, and to have her properly manned, equipped and supplied, and neither the Vessel,  
99 nor the Master, or Owners shall be, or shall be held liable for any loss of, or damage, or delay to the cargo  
100 for causes excepted by the Hague Rules, or the Hague-Visby Rules, where applicable.

101 Neither the Vessel, her Master or Owners, nor the Charterers shall, unless otherwise expressly provided  
102 in this Charter Party, be responsible for loss or damage to, or failure to supply, load, discharge or deliver  
103 the cargo resulting from: Act of God, act of war, act of public enemies, pirates or assailing thieves;  
104 arrest or restraint of princes, rulers or people; embargoes; seizure under legal process, provided bond is  
105 promptly furnished to release vessel or cargo; floods; frosts; fogs; fires; blockades; riots; insurrections;  
106 civil commotions; earthquakes; explosions; collisions; strandings and accidents of navigation; accidents  
107 at the mines or to machinery or to loading equipment; or any other causes beyond the Owners' or the  
108 Charterers' control; always provided that such events directly affect the loading and/or discharging

109 process of the Vessel, and its performance under this Charter Party.

110 **9. Strikes**

111 In the event of loss of time to the Vessel directly affecting the loading or discharging of this cargo, caused  
112 by a strike or lockout of any personnel connected with the production, mining, or any essential inland  
113 transport of the cargo to be loaded or discharged into/from this Vessel from point of origin, up to, and  
114 including the actual loading and discharging operations, or by any personnel essential to the actual loading  
115 and discharging of the cargo, half the laytime shall count during such periods, provided always that none  
116 of the aforementioned events did exist at the date of the charter party. If at any time during the  
117 continuance of such strikes or lockouts the Vessel goes on demurrage, said demurrage shall be paid at  
118 half the rate specified in Clause 10, hereunder, until such time as the strike or lockout terminates; thence  
119 full demurrage unless the Vessel was already on demurrage before the strike broke out, in which case full  
120 demurrage shall be paid for its entire period.

121 **10. Demurrage/Despatch**

122 Demurrage, if incurred, at loading and/or discharging port(s), shall be paid by the Charterers to the  
123 Owners at the rate of ..... per day, or pro-rata for part of a day. Despatch money shall be  
124 paid by the Owners to the Charterers at half the demurrage rate for all laytime saved.

125 **11. Cost of Loading and Discharging**

126 The cargo shall be loaded, dumped, spout trimmed, and discharged by Charterers\*/Receivers\*  
127 stevedores free of risk and expense to the Vessel, under the supervision of the Master. Should the  
128 stevedores refuse to follow his instructions, the Master shall protest to them in writing and shall advise  
129 the Charterers immediately thereof.

130 **12. Overtime**

131 (a) Expenses

132 (i) All overtime expenses at loading and discharging ports shall be for account of the party  
133 ordering same.

134 (ii) If overtime is ordered by port authorities or the party controlling the loading and/or  
135 discharging terminal or facility all overtime expenses shall be equally shared between the  
136 Owners and the Charterers\*/Receivers\*.

137 (iii) Overtime expenses for the Vessel's officers and crew shall always be for the Owners'  
138 account.

139 (b) Time Counting

140 If overtime work ordered by the Owners be performed during periods excepted from laytime the  
141 actual time used shall count; if ordered by the Charterers/Receivers, the actual time used shall not  
142 count; if ordered by port authorities or the party controlling the loading and/or discharging terminal  
143 or facility half the actual time used shall count.

144 \*) *Delete as appropriate*

145 **13. Opening & Closing Hatches**

146 Opening and closing of hatches at commencement and completion of loading and discharging shall be for  
147 the Owners' account and time so used is not to count. All other opening and closing of hatches shall be  
148 for the Charterers' account and time so used shall count.

149 **14. Seaworthy Trim**

150 Charterers shall leave the Vessel in seaworthy trim and with cargo on board safely stowed to Master's  
151 satisfaction between loading berths/ports and between discharging berths/ports, respectively; any  
152 expenses resulting therefrom shall be for Charterers' account and any time used shall count.

153 **15. Shifting**

154 If more than one berth of loading and discharging has been agreed, and used, costs of shifting, including  
155 cost of bunkers used, shall be for the Charterers' account, time counting.

156 **16. Lighterage**

157 Should the Vessel be ordered to discharge at a place where there is insufficient water for the Vessel to  
158 reach it in the first tide after her arrival there, without lightening and lie always afloat, laytime shall count  
159 as per Clause 6 at a safe anchorage or lightening place for similar size vessels bound for such a place,  
160 and any lighterage expenses incurred to enable her to reach the place of discharge shall be for the  
161 Charterers' account, any custom of the port to the contrary notwithstanding. Time occupied in  
162 proceeding from the lightening place to the discharging berth shall not count as laytime or time on  
163 demurrage.

164 **17. Agents**

165 The Vessel shall be consigned to ..... agents at port(s) of loading, and to  
166 ..... agents at port(s) of discharge.

167 **18. Extra Insurance on Cargo**

168 Any extra insurance on cargo, incurred owing to Vessel's age, class, flag, or ownership to be for Owners'  
169 account up to a maximum of ..... and may be deducted from the freight in the  
170 Charterers' option. The Charterers shall furnish evidence of payment supporting such deduction.

171 **19. Stevedore Damage**

172 (a) Any damage caused by stevedores shall be settled directly between the Owners and the  
173 stevedores.

174 (b) \*In case the Owners are unsuccessful in obtaining compensation from the stevedores for damage  
175 for which they are legally liable, then the Charterers shall indemnify the Owners for any sums so  
176 due and unpaid.

177 \*) Sub-clause (b) is optional and shall apply unless deleted.

178 **20. Deviation**

179 Should the Vessel deviate to save or attempt to save life or property at sea, or make any reasonable  
180 deviation, the said deviation shall not be deemed to be an infringement or breach of this Charter Party,  
181 and the Owners shall not be liable for any loss or damage resulting therefrom provided, however, that if  
182 the deviation is for the purpose of loading or unloading cargo or passengers, it shall "prima facie", be  
183 regarded as unreasonable.

184 **21. Lien and Cesser**

185 The Charterers' liability under this Charter Party shall cease on cargo being shipped, except for payment  
186 of freight, deadfreight and demurrage, and except for all other matters provided for in this Charter Party  
187 where the Charterers' responsibility is specified. The Owners shall have a lien on the cargo for freight,  
188 deadfreight, demurrage and general average contribution due to them under this Charter Party.

189 **22. Bills of Lading**

190 The bills of lading shall be prepared in accordance with the dock or railway weight and shall be endorsed  
191 by the Master, agent or Owners, weight unknown, freight and all conditions as per this Charter, such bills  
192 of lading to be signed at the Charterers' or shippers' office within twenty four hours after the Vessel is  
193 loaded. The Master shall sign a certificate stating that the weight of the cargo loaded is in accordance  
194 with railway weight certificate. The Charterers are to hold the Owners harmless should any shortage  
195 occur.

196 **23. Grab Discharge**

197 No cargo shall be loaded in any cargo compartment inaccessible to reach by grabs.

198 **24. Protective Clauses**

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

201 (a) "CLAUSE PARAMOUNT: This bill of lading shall have effect subject to the provisions of the  
202 Carriage of Goods by Sea Act of the United States, the Hague Rules, or the Hague-Visby Rules,  
203 as applicable, or such other similar national legislation as may mandatorily apply by virtue of origin  
204 or destination of the bills of lading, which shall be deemed to be incorporated herein and nothing  
205 herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or  
206 an increase of any of its responsibilities or liabilities under said applicable Act. If any term of this  
207 bill of lading be repugnant to said applicable Act to any extent, such term shall be void to that  
208 extent, but no further."

209 and

210 (b) "NEW BOTH-TO-BLAME COLLISION CLAUSE: If the ship comes into collision with another ship  
211 as a result of the negligence of the other ship and any act, neglect or default of the master,  
212 mariner, pilot or the servants of the carrier in the navigation or in the management of the ship,  
213 the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to  
214 the other or non-carrying ship or her owners in so far as such loss or liability represents loss of,  
215 or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other  
216 or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered

217 by the other or non-carrying ship or her owners as part of their claim against the carrying ship or  
218 carrier.

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

222 and

223 (c) “NEW JASON CLAUSE: In the event of accident, danger, damage or disaster before or after  
224 commencement of the voyage, resulting from any cause whatsoever, whether due to negligence  
225 or not, for which, or for the consequences of which, the carrier is not responsible, by statute,  
226 contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute  
227 with the carrier in general average to the payment of any sacrifices, losses or expenses of a  
228 general average nature that may be made or incurred, and shall pay salvage and special charges  
229 incurred in respect of the goods.

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

235 and

236 (d) “PROTECTION AND INDEMNITY BUNKERING CLAUSE: The Vessel in addition to all other  
237 liberties shall have liberty as part of the contract voyage and at any stage thereof to proceed to  
238 any port or ports whatsoever whether such ports are on or off the direct and/or customary route  
239 or routes to the ports of loading or discharge named in this Charter and there take oil bunkers in  
240 any quantity in the discretion of the Owners even to the full capacity of fuel tanks, deep tanks  
241 and any other compartment in which oil can be carried whether such amount is or is not required  
242 for the chartered voyage.”

## 243 **25. Ice Clause**

### 244 Loading Port

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

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

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

260 Voyage and Discharging Port

- 261 (d) Should ice prevent the Vessel from reaching the port of discharge, the Charterers/Receivers shall  
262 have the option of keeping the Vessel waiting until the re-opening of navigation and paying  
263 demurrage or of ordering the Vessel to a safe and immediately accessible port where she can  
264 safely discharge without risk of detention by ice. Such orders to be given within 48 hours after  
265 the Owners or Master have given notice to the Charterers/Receivers of impossibility of reaching  
266 port of destination.
- 267 (e) If during discharging, the Master, for fear of the Vessel being frozen in, deems it advisable to  
268 leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest safe  
269 and accessible port. Such port to be nominated by the Charterers/Receivers as soon as possible,  
270 but not later than 24 running hours, Sundays and holidays excluded, of receipt of the Owners'  
271 request for nomination of a substitute discharging port, failing which the Master will himself  
272 choose such port.
- 273 (f) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the  
274 Owners shall receive the same freight as if the Vessel had discharged at the original port of  
275 destination, except that if the distance to the substitute port exceeds 100 nautical miles the  
276 freight on the cargo delivered at that port to be increased in proportion.

277 **26. General Average**

278 General average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any  
279 subsequent modification thereof, in ..... , and settled in .....  
280 currency.

281 **27. War Risks**

- 282 1. The Master shall not be required or bound to sign Bills of Lading for any blockaded port or for any  
283 port which the Master or Owners in his or their discretion consider dangerous or impossible to  
284 enter or reach.
- 285 2. (A) If any port of loading or of discharge named in this Charter Party or to which the Vessel  
286 may properly be ordered pursuant to the terms of the Bills of Lading be blockaded, or
- 287 (B) If owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions,  
288 or the operation of international law (a) entry to any such port of loading or of discharge or the  
289 loading or discharge of cargo at any such port be considered by the Master or Owners in his or  
290 their discretion dangerous or (b) it be considered by the Master or Owners in his or their discretion  
291 dangerous or impossible for the Vessel to reach any such port of loading or of discharge - the  
292 Charterers shall have the right to order the cargo or such part of it as may be affected to be  
293 loaded or discharged at any other safe port of loading or of discharge within the range of loading  
294 or discharging ports respectively established under the provisions of the Charter Party (provided  
295 such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is  
296 not in the Master's or Owners' discretion dangerous or prohibited). If in respect of a port of  
297 discharge no orders be received from the Charterers within 48 hours after they or their agents  
298 have received from the Owners a request for the nomination of a substitute port, the Owners shall  
299 then be at liberty to discharge the cargo at any safe port which they or the Master may in their  
300 or his discretion decide on (whether within the range of discharging ports established under the



301 provisions of the Charter Party or not) and such discharge shall be deemed to be due fulfillment  
302 of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the  
303 event of the cargo being loaded or discharged at any such other port within the respective range  
304 of loading or discharging ports established under the provisions of the Charter Party, the Charter  
305 Party shall be read in respect of the freight and all other conditions whatsoever as if the voyage  
306 performed were that originally designated. In the event, however, that the Vessel discharges the  
307 cargo at a port outside the range of discharging ports established under the provisions of the  
308 Charter Party, freight shall be paid for as for the voyage originally designated and all extra  
309 expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat  
310 shall be paid by the Charterers or cargo owners. In this latter event the Owners shall have a lien  
311 on the cargo for all such extra expenses.

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

321 If by reason of or in compliance with any such directions or recommendations the Vessel does  
322 not proceed to the port or ports of discharge originally designated or to which she may have been  
323 ordered pursuant to the terms of the Bills of Lading, the Vessel may proceed to any safe port of  
324 discharge which the Master or Owners in his or their discretion may decide on and there discharge  
325 the cargo. Such discharge shall be deemed to be due fulfillment of the contract or contracts of  
326 affreightment and the Owners shall be entitled to freight as if discharge has been effected at the  
327 port or ports originally designated or to which the Vessel may have been ordered pursuant to the  
328 terms of the Bill of Lading. All extra expenses involved in reaching and discharging the cargo at  
329 any such other port of discharge shall be paid by the Charterers and/or cargo owners and the  
330 Owners shall have a lien on the cargo for freight and all such expenses.

331 **28. Dues and/or Taxes**

332 .....  
333 .....  
334 .....

335 **29. Transfer**

336 The Charterers shall have the privilege of transferring part or whole of the Charter Party to others,  
337 guaranteeing to the Owners due fulfillment of this Charter Party.

338 **30. Address Commission**

339 An address commission of ..... % on gross freight, deadfreight, and demurrage is due to the  
340 Charterers at the time these are paid, Vessel lost or not lost. The Charterers shall have the right to  
341 deduct such commissions from such payments.

342 **31. Brokerage Commission**

343 A brokerage commission of ..... % on gross freight, deadfreight and demurrage is payable by the  
344 Owners to .....  
345 .....  
346 ..... at the time of the Owners receiving these payments.

347 **32. Arbitration**

348 (a) \*NEW YORK

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

351 One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen.  
352 Their decision or that of any two of them shall be final, and for the purpose of enforcing any  
353 award, this agreement may be made a rule of court. The Arbitrators shall be commercial men,  
354 conversant with shipping matters. Such Arbitration is to be conducted in accordance with the  
355 rules of the Society of Maritime Arbitrators Inc.

356 For disputes where the total amount claimed by either party does not exceed US  
357 \$ ..... \*\* the arbitration shall be conducted in accordance with the Shortened  
358 Arbitration Procedure of the Society of Maritime Arbitrators Inc.

359 (b) \*LONDON

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

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

370 \* Delete (a) or (b) as appropriate

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

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