

COPY

ORIGINAL



Part I

Adopted by the Documentary Committee of the General Council of British Shipping, London and the Documentary Committee of The Japan Shipping Exchange, Inc., Tokyo

<p>1. Shipbroker</p> <p>INTERMARINE SHIPPING & CHARTERING N.V. ANTWERP</p> <p>tx 71042 ph 03/231 39.75 Cable INCHART</p>	<p>RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE UNIFORM GENERAL CHARTER (AS REVISED 1922 and 1978) INCLUDING "F.I.O." ALTERNATIVE, ETC. (To be used for trades for which no approved form is in force) CODE NAME: "GENCON"</p>
<p>3. Owners/Place of business (Cl. 1)</p> <p>Goelan Shipping Sporstraat 45 8000 Brugge - Belgium as Disponent Owners</p>	<p>2. Place and date</p> <p>Antwerp, 15th November 1983.</p> <p>4. Charterers/Place of business (Cl. 1)</p> <p>Rammon Shipping & Trading Pvbva Spastraat 16-18 2000 Antwerpen - Belgium</p>
<p>5. Vessel's name (Cl. 1)</p> <p>MV "PATRICIA L".</p>	<p>6. GRT/NRT (Cl. 1)</p> <p>—</p>
<p>7. Deadweight cargo carrying capacity in tons (abt.) (Cl. 1)</p> <p>About 1.650 metric tons dwcc.</p>	<p>8. Present position (Cl. 1)</p> <p>Now trading.</p>
<p>9. Expected ready to load (abt.) (Cl. 1)</p> <p>22nd November 1983.</p>	
<p>10. Loading port or place (Cl. 1)</p> <p>Viana de Castello 1 good and safe berth.</p>	<p>11. Discharging port or place (Cl. 1)</p> <p>Bayonne 1 good and safe berth.</p>
<p>12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1)</p> <p>Minimum 1.200 metric tons/5% more or less in Charterers' option feldspar in bulk stowing about 30 cubic feet.</p>	
<p>13. Freight rate (also state if payable on delivered or intaken quantity) (Cl. 1)</p> <p>Dfl. 30,- per metric ton intaken weight F.I.O.T.</p>	<p>14. Freight payment (state currency and method of payment, also beneficiary and bank account) (Cl. 4)</p> <p>Payable within 3 days after right and true delivery upon presenting Owners' freight invoice to Charterers.</p>
<p>15. Loading and discharging costs (state alternative (a) or (b) of Cl. 5; also indicate if vessel is gearless)</p> <p>See Part II Clause 5b.</p>	<p>16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b). If total laytime for load. and disch., fill in c) only) (Cl. 6)</p> <p>a) Laytime for loading</p> <hr/> <p>b) Laytime for discharging</p> <hr/> <p>c) Total laytime for loading and discharging</p> <p>See Clause 19.</p>
<p>17. Shippers (state name and address) (Cl. 6)</p>	
<p>18. Demurrage rate (loading and discharging) (Cl. 7)</p> <p>Dfl. 3.000,-/free despatch.</p>	<p>19. Cancelling date (Cl. 10)</p> <p>25th November 1983.</p>
<p>20. Brokerage commission and to whom payable (Cl. 14)</p> <p>5% total to Intermarine Shipping & Chartering N.V. for division with others.</p>	
<p>21. Additional clauses covering special provisions, if agreed.</p> <p>Additional Clauses 18-33 as per attached rider, are deemed to be fully incorporated in this Charterparty.</p>	

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It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

Signature (Owners)	Signature (Charterers)
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PART II
"Gencon" Charter (As Revised 1922 and 1976)

Including "F.I.O." Alternative, etc.

not before

<p>1. It is agreed between the party mentioned in Box 3 as Owners of the steamer or motor-vessel named in Box 5, of the gross/nett Register tons indicated in Box 8 and carrying about the number of tons of deadweight cargo stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter about the date indicated in Box 9, and the party mentioned as Charterers in Box 4 that:</p> <p>The said vessel shall proceed to the loading port or place stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo (if shipment of deck cargo agreed same to be at Charterers' risk) as stated in Box 12 (Charterers to provide all mate and/or wood for dunnage and any separations required, the Owners allowing the use of any dunnage wood on board if required) which the Charterers bind themselves to ship, and being so loaded the vessel shall proceed to the discharging port or place stated in Box 11 as ordered on signing Bills of Lading or so near thereto as she may safely get and lie always afloat and there deliver the cargo on being paid freight on delivered or intaken quantity as indicated in Box 13 at the rate stated in Box 13.</p> <p>2. Owners' Responsibility Clause Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by the improper or negligent stowage of the goods (unless stowage performed by shippers, Charterers or their stevedores or servants) or by personal want of due diligence on the part of the Owners or their Manager to make the vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied or by the personal act or default of the Owners or their Manager.</p> <p>And the Owners are responsible for no loss or damage or delay arising from any other cause whatsoever, even from the neglect or default of the Captain or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this clause, be responsible, or from unseaworthiness of the vessel on loading or commencement of the voyage or at any time whatsoever. Damage caused by contact with or leakage, smell or evaporation from other goods or by the inflammable or explosive nature or insufficient package of other goods not to be considered as caused by improper or negligent stowage, even if in fact so caused.</p> <p>3. Deviation Clause The vessel has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist vessels in all situations, and also to deviate for the purpose of saving life and/or property.</p> <p>4. Payment of Freight. See Box 14. The freight to be paid in the manner prescribed in Box 14 in cash without discount on delivery of the cargo at mean rate of exchange ruling on day or days of payment, the receivers of the cargo being bound to pay freight on account during delivery, if required by Captain or Owners. Cash for vessel's ordinary disbursements at port of loading to be advanced by Charterers if required at highest current rate of exchange, subject to two per cent. to cover insurance and other expenses.</p> <p>5. Loading, Discharging Costs (a) Cargo Terms The cargo to be brought alongside in such a manner as to enable vessel to take the goods with her own tackle. Charterers to procure and pay the necessary men on shore or on board the lighters to do the work there, vessel only heaving the cargo on board. If the loading takes place by elevator cargo to be put free in vessel's holds. Owners only paying trimming expenses. Any pieces and/or packages of cargo over two tons weight, shall be loaded, stowed and discharged by Charterers at their risk and expense. The cargo to be received by Merchants at their risk and expense alongside the vessel not beyond the reach of her tackle. (b) F.i.o. and free stowed trimmed The cargo shall be brought into the holds, loaded, stowed and/or trimmed and taken from the holds and discharged by the Charterers or their Agents, free of any risk, liability and expense whatsoever to the Owners. The Owners shall provide winches, motive power and winchmen from the Crew if requested and permitted; if not, the Charterers shall provide and pay for winchmen from shore and/or cranes, if any. (This provision shall not apply if vessel is gearless and stated as such in Box 15). * indicate alternative (a) or (b), as agreed, in Box 15.</p> <p>6. Laytime (a) Separate laytime for loading and discharging The cargo shall be loaded within the number of running hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time actually used shall count. The cargo shall be discharged within the number of running hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time actually used shall count. (b) Total laytime for loading and discharging The cargo shall be loaded and discharged within the number of total running hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time actually used shall count. 8 (c) Commencement of laytime (loading and discharging) Laytime for loading and discharging shall commence at <u>1</u> p.m. if notice of readiness is given before noon and at <u>8</u> a.m. next working day if notice given during office hours after noon. Notice at loading port to be given to the Shippers named in Box 17. Time actually used before commencement of laytime shall count. Lay- Time lost in waiting for berth to count as loading or discharging time, as the case may be. * indicate alternative (a) or (b) as agreed, in Box 16.</p> <p>7. Demurrage Ten running days on demurrage at the rate stated in Box 18 per 102 day or pro rata for any part of a day, payable day by day to be 103 allowed Merchants altogether at ports of loading and discharging. 104</p>	<p>8. Lien Clause 105 Owners shall have a lien on the cargo for freight, dead-freight, 106 demurrage and damages for detention. Charterers shall remain re- 107 sponsible for dead-freight and demurrage (including damages for 108 detention), incurred at port of loading. Charterers shall also remain 109 responsible for freight and demurrage (including damages for dete- 110 tion) incurred at port of discharge, but only to such extent as the 111 Owners have been unable to obtain payment thereof by exercising 112 the lien on the cargo. 113</p> <p>9. Bills of Lading 114 The Captain to sign Bills of Lading at such rate of freight as 115 presented without prejudice to this Charterparty, but should the 116 freight by Bills of Lading amount to less than the total chartered 117 freight the difference to be paid to the Captain in cash on signing 118 Bills of Lading. 119</p> <p>10. Canceling Clause 120 Should the vessel not be ready to load (whether in berth or not) on 121 or before the date indicated in Box 19, Charterers have the option 122 of cancelling this contract, such option to be declared, if demanded, 123 at least 48 hours before vessel's expected arrival at port of loading. 124 Should the vessel be delayed on account of average or otherwise, 125 Charterers to be informed as soon as possible, and if the vessel is 126 delayed for more than 10 days after the day she is stated to be 127 expected ready to load, Charterers have the option of cancelling this 128 contract, unless a cancelling date has been agreed upon. 129</p> <p>and arbitration in London</p> <p>11. General Average 130 General average to be settled according to York-Antwerp Rules, 131 1974, Proprietors of cargo to pay the cargo's share in the general 132 expenses even if same have been necessitated through neglect or 133 default of the Owners' servants (see clause 2). 134</p> <p>12. Indemnity 135 Indemnity for non-performance of this Charterparty, proved damages, 136 not exceeding estimated amount of freight. 137</p> <p>13. Agency Charterers their 138 In every case the Owners shall appoint the own Broker or Agent both 139 at the port of loading and the port of discharge. Stevedores 140</p> <p>14. Brokerage 141 A brokerage commission at the rate stated in Box 20 on the freight 142 earned is due to the party mentioned in Box 20. 143 In case of non-execution at least 1/3 of the brokerage on the estimated 144 amount of freight and dead-freight to be paid by the Owners to the 145 Brokers as indemnity for the latter's expenses and work. In case of 146 more voyages the amount of indemnity to be mutually agreed. 147</p> <p>15. GENERAL STRIKE CLAUSE 148 Neither Charterers nor Owners shall be responsible for the con- 149 sequences of any strikes or lock-outs preventing or delaying the 150 fulfilment of any obligations under this contract. 151 If there is a strike or lock-out affecting the loading of the cargo, 152 or any part of it, when vessel is ready to proceed from her last port 153 or at any time during the voyage to the port or ports of loading or 154 after her arrival there, Captain or Owners may ask Charterers to 155 declare, that they agree to reckon the laydays as if there were no 156 strike or lock-out. Unless Charterers have given such declaration in 157 writing (by telegram, if necessary) within 24 hours, Owners shall 158 have the option of cancelling this contract. If part cargo has already 159 been loaded, Owners must proceed with same, (freight payable on 160 loaded quantity only) having liberty to complete with other cargo 161 on the way for their own account. 162 If there is a strike or lock-out affecting the discharge of the cargo 163 on or after vessel's arrival at or off port of discharge and same has 164 not been settled within 48 hours, Receivers shall have the option of 165 keeping vessel waiting until such strike or lock-out is at an end 166 against paying half demurrage after expiration of the time provided 167 for discharging, or of ordering the vessel to a safe port where she 168 can safely discharge without risk of being detained by strike or lock- 169 out. Such orders to be given within 48 hours after Captain or Owners 170 have given notice to Charterers of the strike or lock-out affecting 171 the discharge. On delivery of the cargo at such port, all conditions 172 of this Charterparty and of the Bill of Lading shall apply and vessel 173 shall receive the same freight as if she had discharged at the 174 original port of destination, except that if the distance of the sub- 175 stituted port exceeds 100 nautical miles, the freight on the cargo 176 delivered at the substituted port to be increased in proportion. 177</p> <p>16. War Risks ("Voywar 1950") 178 (1) In these clauses "War Risks" shall include any blockade or any 179 action which is announced as a blockade by any Government or by any 180 belligerent or by any organized body, sabotage, piracy, and any actual 181 or threatened war, hostilities, warlike operations, civil war, civil com- 182 motion, or revolution. 183 (2) If at any time before the Vessel commences loading, it appears that 184 performance of the contract will subject the Vessel or her Master and 185 crew or her cargo to war risks at any stage of the adventure, the Owners 186 shall be entitled by letter or telegram despatched to the Charterers, to 187 cancel this Charter. 188 (3) The Master shall not be required to load cargo or to continue 189 loading or to proceed on or to sign Bill(s) of Lading for any adventure 190 on which or any port at which it appears that the Vessel, her Master 191 and crew or her cargo will be subjected to war risks. In the event of 192 the exercise by the Master of his right under this Clause after part or 193 full cargo has been loaded, the Master shall be at liberty either to 194 discharge such cargo at the loading port or to proceed therewith. 195 In the latter case the Vessel shall have liberty to carry other cargo 196 for Owners' benefit and accordingly to proceed to and load or 197 discharge such other cargo at any other port or ports whatsoever, 198 backwards or forwards, although in a contrary direction to or out of or 199 beyond the ordinary route. In the event of the Master electing to 200 proceed with part cargo under this Clause freight shall in any case 201 be payable on the quantity delivered. 202 (4) If at the time the Master elects to proceed with part or full cargo 203 under Clause 3, or after the Vessel has left the loading port, or the 204</p>
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PART II

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last of the loading ports, if more than one, it appears that further 205
 performance of the contract will subject the Vessel, her Master and 206
 crew or her cargo, to war risks, the cargo shall be discharged, or if 207
 the discharge has been commenced shall be completed, at any safe 208
 port in vicinity of the port of discharge as may be ordered by the 209
 Charterers. If no such orders shall be received from the Charterers 210
 within 48 hours after the Owners have despatched a request by 211
 telegram to the Charterers for the nomination of a substitute discharg- 212
 ing port, the Owners shall be at liberty to discharge the cargo at 213
 any safe port which they may, in their discretion, decide on and such 214
 discharge shall be deemed to be due fulfilment of the contract of 215
 affreightment. In the event of cargo being discharged at any such 216
 other port, the Owners shall be entitled to freight as if the discharge 217
 had been effected at the port or ports named in the Bill(s) of Lading 218
 or to which the Vessel may have been ordered pursuant thereto. 219

(5) (a) The Vessel shall have liberty to comply with any directions 220
 or recommendations as to loading, departure, arrival, routes, ports 221
 of call, stoppages, destination, zones, waters, discharge, delivery or 222
 in any other wise whatsoever (including any direction or recom- 223
 mendation not to go to the port of destination or to delay proceeding 224
 thereto or to proceed to some other port) given by any Government or 225
 by any belligerent or by any organized body engaged in civil war, 226
 hostilities or warlike operations or by any person or body acting or 227
 purporting to act as or with the authority of any Government or 228
 belligerent or of any such organized body or by any committee or 229
 person having under the terms of the war risks insurance on the 230
 Vessel, the right to give any such directions or recommendations. If, 231
 by reason of or in compliance with any such direction or recom- 232
 mendation, anything is done or is not done, such shall not be deemed 233
 a deviation. 234

(b) If, by reason of or in compliance with any such directions or re- 235
 commendations, the Vessel does not proceed to the port or ports 236
 named in the Bill(s) of Lading or to which she may have been 237
 ordered pursuant thereto, the Vessel may proceed to any port as 238
 directed or recommended or to any safe port which the Owners in 239
 their discretion may decide on and there discharge the cargo. Such 240
 discharge shall be deemed to be due fulfilment of the contract of 241
 affreightment and the Owners shall be entitled to freight as if 242
 discharge had been effected at the port or ports named in the Bill(s) 243
 of Lading or to which the Vessel may have been ordered pursuant 244
 thereto. 245

(6) All extra expenses (including insurance costs) involved in discharg- 246
 ing cargo at the loading port or in reaching or discharging the cargo 247
 at any port as provided in Clauses 4 and 5 (b) hereof shall be paid 248
 by the Charterers and/or cargo owners, and the Owners shall have 249
 a lien on the cargo for all moneys due under these Clauses. 250

17. GENERAL ICE CLAUSE

Port of loading

(a) In the event of the loading port being inaccessible by reason of 253
 ice when vessel is ready to proceed from her last port or at any 254
 time during the voyage or on vessel's arrival or in case frost sets in 255
 after vessel's arrival, the Captain for fear of being frozen in is at 256
 liberty to leave without cargo, and this Charter shall be null and 257
 void. 258

(b) If during loading the Captain, for fear of vessel being frozen in, 259
 deems it advisable to leave, he has liberty to do so with what cargo 260
 he has on board and to proceed to any other port or ports with 261
 option of completing cargo for Owners' benefit for any port or ports 262
 including port of discharge. Any part cargo thus loaded under this 263
 Charter to be forwarded to destination at vessel's expense but 264
 against payment of freight, provided that no extra expenses be 265
 thereby caused to the Receivers, freight being paid on quantity 266
 delivered (in proportion if lumpsum), all other conditions as per 267
 Charter. 268

(c) In case of more than one loading port, and if one or more of 269
 the ports are closed by ice, the Captain or Owners to be at liberty 270
 either to load the part cargo at the open port and fill up elsewhere 271
 for their own account as under section (b) or to declare the Charter 272
 null and void unless Charterers agree to load full cargo at the open 273
 port. 274

(d) This Ice Clause not to apply in the Spring. 275

Port of discharge

(a) Should ice (except in the Spring) prevent vessel from reaching 276
 port of discharge Receivers shall have the option of keeping vessel 277
 waiting until the re-opening of navigation and paying demurrage, or 278
 of ordering the vessel to a safe and immediately accessible port 279
 where she can safely discharge without risk of detention by ice. 280
 Such orders to be given within 48 hours after Captain or Owners 281
 have given notice to Charterers of the impossibility of reaching port 282
 of destination. 283
 284

(b) If during discharging the Captain for fear of vessel being frozen 285
 in deems it advisable to leave, he has liberty to do so with what 286
 cargo he has on board and to proceed to the nearest accessible 287
 port where she can safely discharge. 288

(c) On delivery of the cargo at such port, all conditions of the Bill 289
 of Lading shall apply and vessel shall receive the same freight as 290
 if she had discharged at the original port of destination, except that if 291
 the distance of the substituted port exceeds 100 nautical miles, the 292
 freight on the cargo delivered at the substituted port to be increased 293
 in proportion. 294

ADDITIONAL CLAUSES TO CHARTERPARTY FOR MV
"PATRICIA L", DATED ANTWERP 15TH NOVEMBER 1983.

Clause 18 : Description of the vessel.

MV "PATRICIA L" - Gearless singledecker - about 1.650 metric tons dwcc -
Portuguese flag - Belgium Crew/Management - Built 1962 - Steelfloored -
2 Holds/Hatches : 16,25 x 5,50 metres.

Clause 19 :

Cargo to be loaded and trimmed and discharged within 72 total running hours weather permitting, Saturday, Sunday, Holiday excepted, free of risk and expenses to the vessel.

Clause 20 :

On tendering notice of readiness at loadingport vessel's holds to be properly cleaned, swept and dry and free from smell and in every respect ready/fit to receive the cargo as described to Shippers'/Charterers' satisfaction prior tendering notices.

Clause 21 :

At loading respectively discharging port, time from 5 pm on a Friday or 5 pm on a day preceeding a holiday and until Monday 08.00 hours or 08.00 hours next working day not to count unless used or vessel already on demurrage.

Clause 22 :

Overtime, if any, at both ports to be for the party ordering same, however Officers' and Crew's overtime always for Owners' account.

Clause 23 :

Arbitration/General Average, if any, to be settled in London.

Clause 24 :

Any claim arising at the port of loading to be notified in writing by the Master to the Shippers or their Agents before signing Bills of Lading. Stevedore damages, if any, to be settled between Owners/Master and Shippers/Receivers directly with Stevedores. Time used for damage repair not to count at laytime.
Any Stevedores' damage claim at discharging port to be notified in writing immediately upon ascertaining same, however, latest before the vessel's departure.

Clause 25 :

Paramount Clause, P and I Bunkering Clause, New Jason Clause, the Both-to Blame Collision Clause, the Chamber of Shipping War Risks 1 + 2 are deemed to be fully incorporated into this Charterparty.

Clause 26 :

All taxes/dues on cargo and/or freight at loading port including Portuguese gold dues to be for Charterers' account. All taxes/dues on vessel at both loading/discharging port(s) to be for Owners' account.

Clause 27 :

Owners to arrange for advance funds for estimated Disbursements Account to be approved by Owners to Agents at loading port prior vessel's departure failure Charterers are allowed to deduct same from the freight payment. Owners to provide Agents at discharging port with necessary funds for Disbursements Account approved by Owners prior the vessel's arrival.

Clause 28 :

All opening and closing of hatches to be done at Owners' expense and time used for same not to count.

Clause 29 :

The Pilot, Master, Officers and Crew of the vessel and any towboat person or facility assisting the vessel shall not be considered as Agents or Employees of the Charterers and the Charterers shall not be liable for any loss, damage or claim resulting from or arising out of negligence or error of any of them while the vessel is proceeding to, or from, or lying at any place of loading and discharging.

Clause 30 :

Owners are required to establish and maintain financial or other responsibility in respect of oil or other pollution damage as required by any government to enable the vessel without any penalty or charge lawfully to enter, remain or leave any port. In case failure or inability to do so Owners shall indemnify the Charterers against all consequences whatsoever including loss of time.

Clause 31 :

Vessel to be free of Portuguese taxes/dues including gold dues.

Clause 32 :

Owners' Bankers : See addendum nr. 1

Clause 33 :

Agents Viana de Castello : Messrs. "Trana" - Agencia de Transito, Navegaco
e Abastecimento Lda.
Telex : 25176.

Agents Bayonne : Messrs. "Maison Duverdier et Forgues"
Telex : 570096 - Phone : (59) 256420.

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