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NORTH AMERICAN GRAIN CHARTERPARTY 1973

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

Hamburg, March 23

1973

Owners Name, Details as appropriate Deputation of Owners	IT IS THIS DAY MUTUALLY AGREED, between <u>Messrs. COASTAL MAGIC SHIPPING LTD., DE CYPRUS</u> , of the <u>multicargo ship "HAMBURGER VERITAS"</u> , of the <u>Cyprus flag</u> , M.V. <u>"TEACHER H"</u> (ex "MARICO K") <u>Built February, 1974</u> , <u>deadweight all told or thereabouts, and with a grain cubic capacity available for cargo of 752,633 cubic feet (including spaces)</u> , <u>CO2 fitted, 70% cargo battans fitted</u> , <u>Classed highest</u> , <u>in DET. NORSE VERITAS</u> , <u>now E.T.A. Guayaquil 10.4.89</u> , <u>all going well - without guarantee</u> .		
Classification			
Charters	and <u>Messrs. ALFRED C. TOEPPER INTERNATIONAL G.M.B.H.</u> of <u>Hamburg</u> .		
Loading Port(s)	<p>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 ... <u>GUAYAQUIL</u> ... and there load <u>Anchorage(s) in accordance with Clause 45 (b)</u> ... and there load <u>safe loading berth(s) in Charterers' option,</u></p> <p>at ... <u>1. - 2.</u> ... <u>always afloat, a full and complete cargo in both of</u> <u>3,000 metric tons 5% m.o.l.o.o. bulk fishmeal powder to MOJI</u> ... <u>2,300 metric tons 5% m.o.l.o.o. bagged fishmeal to KACOSHIMA</u> <u>2,500 metric tons 5% m.o.l.o.o. bagged fishmeal to KASHIMA</u> ... <u>2,200 metric tons 5% m.o.l.o.o. bulk and/or bagged fishmeal into above ports and/or NAGOYA in Charterers' option</u> <u>at Charterers' option</u> ... <u>10,000</u> ... <u>tons of 1,000 kilos</u> ... <u>% more or less, quantity at Owners' option.</u></p>		
Notice and Loading Port Orders	<p>Cargo composition to be declared by Charterers 3 days before vessel's arrival at Guayaquil.</p> <p>1. Owners are to give Charterers (or their Agents) (telegraphic address "ELBHAENDEL HAMBURG") telex number: 219560, 15 and 17 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 a cargo of heavy crude, unless the cargo composition has been declared or indicated.</p> <p>The Charterers are to be kept continuously advised by telegram/telex of any alteration in vessel's readiness to load date.</p> <p>Master to apply to Alfred C. Toepper International GmbH, Hamburg (telegraphic address "ELBHAENDEL HAMBURG") for first or sole loading port orders 144 hours before vessel's expected readiness to load date but not sooner than 144 hours before the laydays in Clause 4 and Charterers or their Agents are to give orders for first or sole loading port within 72 hours of receipt of Master's application, unless given earlier.</p> <p>Orders for second port of loading, if used, to be given to the Master not later than</p>		
Vessel Inspection	<p>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 readiness to load date.</p> <p><u>Independent Surveyor selected by Charterers and</u> <u>vessel to load under inspection of National Grain Surveyor, the Canadian ports, or the Rock Warden, in Canadian ports. Vessel also to load under inspection of a Grain Inspector licensed/authorized by the United States Department of Agriculture pursuant to the U.S. Grain Standards Act and/or a Grain Inspector employed by the Canada Department of Agriculture, as required by the appropriate authorities.</u></p> <p>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.</p> <p>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, Apparel, Provisions, Fuel, Furniture and Water. Cost of such inspections shall be borne by Owners, but max. US\$ 2,000-- for Owners' account.</p>		
Laydays/Consigning	<p>4. Laytime for loading, if required by Charterers, not to commence before 0800 on the ... <u>10th</u> ... day of <u>APRIL</u>.</p> <p>19...89 ... Should the vessel's notice of readiness not be tendered and accepted as per Clause 17 before 1200 on the ... <u>25th</u> ... day of <u>APRIL</u>.</p> <p>of <u>April 11</u> ... <u>19...89</u> ... the Charterers or their Agents shall at any time thereafter, but not later than one hour after the notice of readiness is tendered, have the option of cancelling this Charterparty.</p>		
Discharging Port Orders	<p>5. On being so loaded, the vessel shall proceed to <u>MOJI and KACOSHIMA and NAGOYA</u>, as ordered by Charterers/Receivers*, and deliver the cargo, according to Bills of Lading at <u>RACH port, at 1. - 2. ... safe discharging berths in Charterers' option</u>, vessel being always afloat, on <u>having been paid freight as per Clauses 8 and 9.</u> <u>/Anchorage(s) in accordance with Clause 45 (b)</u></p> <p>Master to apply by radio to Charterers'/Receivers' Agents (telegraphic address "ELBHAENDEL HAMBURG") for first or sole discharging port orders 96 hours before vessel is due off/* <u>JAPAN</u>. 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 Master's application is received on a Saturday, the time allowed to Charterers'/Receivers' (or their Agents) shall be 32 hours instead of 48 hours.</p> <p>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.</p> <p>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'/Receivers' (or their Agents) are to be kept continuously advised by radio/telegram/telex of any alterations in such estimated time of arrival.</p>		
Bills of Lading	<p>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 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 writing, copy of which is to be furnished to Charterers.</p>		
Rotation of Ports	<p>7. Rotation of loading ports is to be in <u>Charterers' option</u>, <u>but Owners to declare same on arrival at loading port</u>. Rotation of discharging ports is to be in <u>Charterers' option</u>, <u>but if more than two (2) ports of discharge are used rotation is to be geographic</u>.</p>		
Freight	<p>8. Freight to be paid as follows:</p> <p>US\$ 60. -- (sixty Dollars United States Currency), f. l. o. s. - for bagged cargo - basis 1 loading/4 discharging port(s) ... <u>f. l. o. t. - for bulk cargo - basis 1 loading/4 discharging port(s)</u></p> <p>per ton of 2,240 lbs/1,000 Kilos*. less US\$ 2.+- per metric ton on entire cargo in case NAGOYA been cancelled.</p> <p>Charterers have the option of ordering the vessel to load at</p> <p>In which case the rate of freight to be ... <u>portion of 2,240 lbs/1,000 kilos*</u></p> <p>Charterers/Receivers have the option of ordering the vessel to discharge at</p> <p>In which case the rate of freight to be ... <u>portion of 2,240 lbs/1,000 kilos*</u></p> <p>If more than one port of loading and/or discharging is used, the rate of freight shall be increased by ... <u>portion of 2,240 lbs/1,000 kilos*</u> for each additional loading and/or discharging port on the entire cargo.</p>		

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Demurrage/ Draught Money.	19.—Demurrage at loading and/or discharging ports, if incurred, to be paid at the rate of ... US\$ 6,300,- per day or pro rata for part of a day and shall be paid by Charterers in respect of loading port(s) and by Receivers in respect of discharging port(s). Demurrage money to be paid by Owners at half the demurrage rate for subsequent arrival at loading and/or discharging port(s). Demurrage money to be paid by Owners for time lost for which Charterers/Receivers are responsible, which is not incurred under this Charterparty, shall count as laytime, until same has expired, thenceforth as demurrage.	every 13 days
Shifting.	20.—(a) Shifting expenses and time	
Audits 1 + 5	(i) Cost of shifting between loading berths and cost of shifting between discharging berths, including bunker fuel used, to be for Owners' account, time counting. (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 Charterers/Receivers' account, time counting. (iii) Cost of shifting from lay berth or anchorage to first loading or first discharging berth to be for Owners' account.	Charterers/Receivers'
Clear and Lighting.	(b) Shifting in and out of the same berth 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 time on demurrage shall count.	Owners*
tionally par of gauge ed.	21.—This clause shall not apply if vessel is gearless, or Chartered as such, if required, Master to give free use of vessel's winches and power to drive the gear, rudders, ropes and slings as on board, and cause damage ^{causes damage} from the crew. If these regulations do not permit the crew to work increased ^{increased} then crew agree ^{agree} drivers work ^{work} ready to be on on ^{on} Owners' account at loading port(s) and on ^{on} Owners' account at discharging port(s). Time lost on account of breakdowns of vessel's gear 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 stevedores standby time charges incurred thereby shall be for Owners' account.	Charterers/Receivers'
Seaworthy Time.	If required, Master shall give free use of the vessel's lighting as on board for night work.	Owners'
Draft/ Lighting.	22.—If ordered to be loaded or discharged at two or more ports, the vessel is to be left in seaworthy trim in 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 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.	Charterers'
Car Decks, etc.	23.—Owners warrant that vessel's deepest salt water draft shall not exceed feet inches on completion of loading and feet inches on arrival at first or sole discharging port.	feet
Dues at German Ports	Should the vessel be ordered to discharge at a place to which there is not sufficient water for her to get the first tide after arrival without lightening, and lie always astern, 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 to reach the place of discharge is to be at the expense and risk of the cargo, any custom of the port or place in the contrary notwithstanding, but time occupied in proceeding from the anchorage to the discharging berth is not to count as laytime or time on demurrage.	Charterers'
St. Lawrence Seaway Tolls	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 lies with the Charterers/Receivers* provided Owners have complied with the maximum arrival draft limitations in Lines 210 to 211.	Charterers/Receivers*
Water Pollution Control.	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 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 Owners' account. Time so lost shall not count as laytime or time on demurrage.	Charterers/Receivers'
Agents.	25.—Gross Weight in Tonnes due in Germany shall be for Charterers/Receivers' account.	Charterers/Receivers'
Strikes, Stoppages, etc.	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 borne by Owners.	Charterers/Receivers'
Ter.	27.—Owners warrant to have caused and to carry aboard the vessel a U.S. Federal Maritime Commission Certificate of Financial Responsibility as required under the U.S. Water Quality Improvement Act of 1972. In addition, Owners agree to comply with any and all Official Regulations pertaining to water pollution 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 shall not count as laytime or time on demurrage. For all ship's business including signing Bills of Lading	Charterers/Receivers'
Extra Insurance.	28.—Charterers* are to appoint agents at loading port(s) and Charterers ^{Charterers/Receivers} are to appoint Agents at discharging port(s). In all instances, agency fees shall be for Owners' account but are not to exceed customary applicable fees.	Charterers/Receivers'
P. & I. Bunker Clause.	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 cargo, or by reason of obstructions or stoppings beyond the control of the Charterers caused by Riots, Civil Commotions, or of a Strike or Lock-out on the Railways or 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 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 Lock-out of the Shipper's and/or Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labour 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 made 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 any of the above causes shall be counted as time used in loading, or discharging, as the case may be.	Charterers/Receivers'
Deviation.	30.—Loading Port (a) If the vessel cannot reach the loading port by reason of ice when she has to proceed first her last port or at any time during the voyage en route to 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 Charterparty shall be null and void. (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 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 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 caused to the Consignee, freight being paid on quantity delivered (in proportion if lump sum); all other conditions as per Charterparty. (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 at the open port and sail up elsewhere for the Owners' own account as under sub-clause (b) or to declare the Charterparty null and void unless the Charterers agree to load full cargo at the open port.	Charterers/Receivers'
Lien and Cargo Clause.	Voyage and Discharging Port (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 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 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 of destination. (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 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 hours, Sundays and holidays included, of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port. (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 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 that port to be increased in proportion. (g) Nothing in this clause is to apply in the event:	Charterers/Receivers'
Exceptions.	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 and may be deducted from the freight in Charterers' option. The Charterers shall furnish evidence of payment supporting such deduction.	Charterers'
	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 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 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 deep tanks and any other compartment in which oil can be carried, whether such amount is or is not required for the chartered voyage.	Charterers'
	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 of this Charterparty and the owner shall not be liable for any loss or damage resulting therefrom provided, however, that if the deviation is for the purpose of loading or unloading cargo or passengers it shall, prima facie, be regarded as unreasonable.	Charterers'
	34.—The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charterparty. Charterers' liability under this Charterparty is to cease on cargo being shipped except for payment of freight, deadfreight, and demurrage at loading, and except for all other matters provided for in this Charterparty where the Charterers' responsibility is specified.	Charterers'
	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 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 U.S. Carriage of Goods by Sea Act, 1936 or the Canadian Water Carriage of Goods Act, 1936. And neither the vessel, her Master or Owners, nor the Charterers or Receivers shall, unless otherwise in this Charterparty expressly provided, be responsible for 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, filibusters, blockades; riots; insurrections; Civil Commotions; earthquakes; explosions. No exception afforded the Charterers or Receivers under this clause shall relieve the Charterers or Receivers of or diminish their obligations for payment of any sums due to the Owners under provisions of this Charterparty. If the cargo is the property of the Charterers, the Owners shall have the same responsibility as they would have under this clause had the cargo been the property of a third party and carried under Bill of Lading in accordance with the Hague Rules.	Charterers'

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U.S.A. Clause Parliament.	36.—If the vessel lands in the U.S.A. or the U.S.A. Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows: "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 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 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 held to that extent, but no further."
Canadian Clause Parliament.	37.—If the vessel lands in Canada the Canadian Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows: "This Bill of Lading, so far as it relates to the carriage of goods by sea, shall have effect subject to the provisions of the Water Carriage of Goods Act 1936, 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 in respect of said Act to any extent such terms shall be held to that extent, but no further."
North-to- Blame Collision Clause.	38.—If the liability for any collision in which the vessel is involved while performing this Charterparty fails to be determined in accordance with the laws of the United States of America, the following clause shall apply: "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 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 loss or liability to the other of 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 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 other or non-carrying vessel or her owners as part of their claim against the carrying vessel or carrier. 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 colliding vessels or objects are at fault in respect to a collision or contact." The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.
General Average/ New Jersey	39.—General Average shall be payable according to the York/Antwerp Rules 1974 and shall be settled in London..... Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply: "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by Statute, contract or otherwise, the goods, shipper, consignee or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifice, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving 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 deposits by the goods, shippers, consignees or owners of the goods to the carrier before delivery, The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause,
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 if the port to which the vessel has been ordered to discharge, either on signing Bills of Lading or thereafter, be one in which the vessel is or shall be prohibited from 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 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 freight as if the vessel had discharged at the port or ports of discharge to which she was originally ordered. 2. The vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, or otherwise however 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 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 or directions anything is done or it is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfillment of the contract voyage and the freight shall be payable accordingly.
well as estimated des- h money, if any, also ETAGO 88 per Clause 42	41.—An address envoymise of ... 2.50 % on gross freight, deadfreight and demurrage is due to Charterers at time freight and/or demur- If paid, vessel lost or not lost, Charterers having the right to deduct such commission from payment of freight and/or demurrage.
Address Commission.	41.—A brokerage commission of ... 2.50 % on gross freight, deadfreight, and demurrage is payable by Owners to... Hamburg..... Schiffahrtskantong, G.m.b.H., Hamburg, for, dlv/Almbo. A. I. 258. km. Interbrokers, Maetiline Co., S.A., Piraeum..... at time of receiving freight payment and/or demurrage payment(s), vessel lost or not lost.
Assignment	42.—Charterers have the privilege of transferring/assigning/reletting all or part of this Charterparty to others (guaranteeing to the Owners the due fulfilment of this Charterparty).
Arbitration:	44.—(a) New York. All disputes arising out of this contract shall be arbitrated at New York in the following manner, and be subject to U.S. Law! One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision on the case of any one of them shall be final and for the purpose of enforcing any award, this agreement may be made a rule of the court. The Arbitrator shall be commercial men. Each Arbitrator is to be compensated in accordance with the rules of the Society of Maritime Arbitrators Inc. Any dispute where the total amount claimed by either party does not exceed US \$1,500.00, or amount as mutually agreed, the Arbitration may be conducted in accordance with the Simplified Arbitration Procedure of the Society of Maritime Arbitrators Inc. If so agreed by both parties.
Debtors paid, (a) or (b) as appropriate.	44.—(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 arbitration 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 Trade, one to be appointed by each of the parties, with power to such Arbitrators to appoint an Umpire. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above, unless objection to his action be taken before the award is made. Any dispute arising under this Charterparty shall be governed by English Law. The decision of such arbitration shall be final. Any claim must be made in writing and Claimants Arbitrator appointed within twelve months of final discharge, and where this provision is not complied with the claim shall be deemed to be extinguished and cease to exist. <i>Debtors as appropriate.</i>
45.—(a) The Master and Crew to collaborate in all quay/berth movements necessary to accommodate shore loading/discharging equipment in the resp. holds/spaces.	
	(b) If required for the safety of the vessel and/or pier (s)/berth(s) vessel to hire and pay for sufficient tug(s) assistance.
	(c) Vessel not to bunker during loading/discharging operations.
	(d) Time-Sheets or Statements of Facts at loading and discharging port(s) to be signed by the Agents of the ship, by the Charterers' Representative, the Master or the Agent of the ship; any deadfreight has to be claimed before vessel's sailing from loading port. Owners not to clause/delay release of Bills of Lading for alleged deadfreight. Failing an amicable settlement such dispute to be referred to arbitration.
	(e) A sailing telegram is to be sent by the Master or Owners' Agent to "ELDIHANDEL HAMBURG" on leaving (last) loading port giving ship's name, call letters, sailing date and port, exact quantity of cargo loaded and CTA off Japan.
	(f) The Owners guarantee that the vessel has not called at a Cuban port since present ownership and not at a North Vietnamese port since present ownership.
	(g) Chilean lighthouse dues as well as any dues and/or taxes on vessel and/or freight and vessel's normal port disbursements are to be for Owners' account. Freight Tax of 7% and "Tasa a la Nave" of US\$ 3.--- per metric ton to be for Owners' account.

Clauses 45 (h) - 45 (k) and Clauses 46-52, all inclusive, as attached, are deemed to be part of and incorporated in this Charter Party.

THE CHARACTERS

THE OWNERS

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HAMBURGER SCHIFFAHTSKONTOR
G.M.B.H.

ADDITIONAL CLAUSES TO CHARTER PARTY

DATED HAMBURG, MARCH 23, 1989, FOR M/V "MANOLIS"

Clause 45 (h)

Master to show classification to Agents if required.

Clause 45 (i)

Nominated Charterers' Agents at loadport(s) are authorized to sign Bills of Lading on Master's behalf in conformity with Mate's receipt. Upon request of Charterers' Agents Owners to authorize Agents at port of discharge to split Bills of Lading into Delivery Orders provided a full set of original Bills of Lading presented to them prior to splitting.

Clause 45 (j)

Charterers have the option of fumigating the cargo, they paying the cost of fumigation and time so used to count as loading time.

Clause 45 (k)

All freights, surcharges, terms, conditions and exceptions as covered by this Charter Party are to be kept strictly private and confidential.

Clause 46

Vessel's description:

- M/V "MANOLIS" (ex "MARIGO K")
- multipurpose flush tweendecker
- 13,945 metric tons d.w.s.t. on 9.39 metres draft
- Cyprus flag
- built February, 1974
- classed highest in DET NORSKE VERITAS
- grain/bale capacity: 752,633/681,825 cbft
- bridge/engine between 3+4 holds
- LOA/BEAM 152.63/20.38 metres
- GRT: 6,000.21/9,557.07
- NRT: 3,317.17/5,986.25
- 4 holds (21.80/31.80/33.30/22.40 metres)
- 6 hatches (no. 1 - 13.00 x 8.50 metres
no. 2 - P+S 21.28 x 7.80 metres
no. 3 - P+S 19.67 x 7.80 metres
no. 4 - 11.00 x 13.00 metres)
- 10 derricks (1x80 - 2x22 - 5x8 - 2x5 tons)
- hatchcovers McGregor single pull
- tweendeck hatchcovers McGregor hydraulic operated
- steel floored
- there is a longitudinal bulkhead (with two openings in each hold) in way of tweendecks in holds 2+3
- 70% cargo battens fitted
- electrically ventilated
- fitted container capacity 299 TEU max. weight unit 20 tons - 10 reefer plugs on deck - lashing materials available
- all figures "about".
- COSCO fitted

Clause 47

Vessel is not fitted with any cardecks or other obstacles in holds hindering grab discharge. Prior loading cargo battens to be dismantled and to be stowed away from cargo holds. (for bulk cargo only).

HAMBURGER SCHIFFAHTSKONTOR
G.M.B.H.

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Clause 48

Any time lost due to swell at loading and discharging port(s) to count as laytime.

Clause 49

Any tally except Crew to be for Receivers' account.

Clause 50

Where ever necessary Owners to supply sufficient craftpaper/dunnage in lieu of cargo battens, if required by Master to protect the cargo, otherwise save for Charterers' account. Owners to dispose any dunnage on board to Charterers.

The vessel is presently employed in liner trade thus an amount of dunnage can be expected on board.

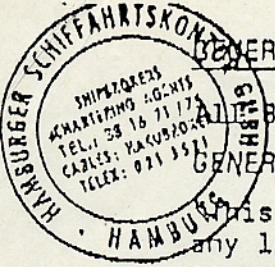
Clause 51

Where in this Charter Party is stated Receivers'/Shippers' account and any party fails to perform its obligation then Charterers to remain ultimate responsible.

Clause 52

Extra insurance due to vessel's age, if any, to be for Charterers' account.

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GENERAL CLAUSE PARAMOUNT

All Bills of Lading under this Charter shall contain the following
GENERAL CLAUSE PARAMOUNT:

HAMBURG This Bill of Lading shall have effect subject to the Provisions of any legislation relating to the carriage of goods by sea which incorporates the rules relating to Bills of Lading contained in the International Convention, dated Brussels 25th August, 1924, and which is compulsorily applicable to the contract or carriage herein contained. Such legislation shall be deemed to be incorporated herein, but nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities thereunder. If any terms of this Bill of Lading be repugnant to any extent to any legislation by this Clause incorporated, such terms shall be void to that extent, but no further. Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exception from or limitation of liability."
