## CONTINENT GRAIN CHARTERPARTY

**Code name: “SYNACOMEX 2000”**

Adopted PARIS 1957 by SYNDICAT NATIONAL DU COMMERCE EXTÉRIEUR DES CÉRÉALES

amended 1960, 1974, 1990 and 2000 in agreement with COMITÉ CENTRAL DES ARMATEURS DE FRANCE

in cooperation with Chambre Arbitrale Maritime de Paris and the French Chartering and S. & P. Brokers’ Association

### PART I

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Shipbroker(s)</td>
</tr>
<tr>
<td>2.</td>
<td>Place and date of Charter Party</td>
</tr>
<tr>
<td>3.</td>
<td>Owners and place of business (state full style and address) (Cl. 1)</td>
</tr>
<tr>
<td>4.</td>
<td>Charterers and place of business (state full style and address) (Cl. 1)</td>
</tr>
<tr>
<td>5.</td>
<td>Vessel’s name (Cl. 1)</td>
</tr>
<tr>
<td>6.</td>
<td>First layday date (Cl. 6)</td>
</tr>
<tr>
<td>7.</td>
<td>Present position / expected ready to load (Cl. 1)</td>
</tr>
<tr>
<td>8.</td>
<td>Loading port(s) (Cl. 2)</td>
</tr>
<tr>
<td>9.</td>
<td>Advance notices (Cl. 7)</td>
</tr>
<tr>
<td>10.</td>
<td>Discharging port(s) (Cl. 3)</td>
</tr>
<tr>
<td>11.</td>
<td>Cargo nature and quantities (Cl. 2)</td>
</tr>
<tr>
<td>12.</td>
<td>Freight rate (Cl. 4)</td>
</tr>
<tr>
<td>13.</td>
<td>Freight rate payment (state currency and method of payment, beneficiary and bank account) (Cl. 4)</td>
</tr>
<tr>
<td>14.</td>
<td>Loading rate (Cl. 5)</td>
</tr>
<tr>
<td>15.</td>
<td>Discharging rate (Cl. 5)</td>
</tr>
<tr>
<td>16.</td>
<td>Demurrage / Despatch money (Cl. 9)</td>
</tr>
<tr>
<td>17.</td>
<td>Agents at loading port(s) (Cl. 13)</td>
</tr>
<tr>
<td>18.</td>
<td>Agents at discharging port(s) (Cl. 13)</td>
</tr>
<tr>
<td>19.</td>
<td>Extra insurance, maximum (Cl. 14)</td>
</tr>
<tr>
<td>20.</td>
<td>Brokerage commission and to whom payable (Cl. 15)</td>
</tr>
<tr>
<td>21.</td>
<td>Address Commission (Cl. 16)</td>
</tr>
<tr>
<td>22.</td>
<td>Numbers of the additional clauses covering special provisions, if any agreed</td>
</tr>
</tbody>
</table>

It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein consisting of PART I and PART II including additional clauses if any agreed and stated in Box 22. 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 but no further.

---

This document is a computer generated SYNACOMEX 2000 form printed by authority of SYNDICAT NATIONAL DU COMMERCE EXTÉRIEUR DES CÉRÉALES (SYNACOMEX). Any insertion or deletion to the form must be clearly visible. In the event of any modification made to the pre-printed text of this document which is not clearly visible, the text of the original SYNACOMEX document shall apply. BIMCO and SYNACOMEX assume no responsibility for any loss, damage or expense as a result of discrepancies between the original SYNACOMEX document and this computer generated document.
(*) Delete as appropriate; if no deletion, alternative a) to apply.
PART II
“SYNACOMEX 2000” Continent Grain Charterparty

1. Owners, Charterers

It is this day agreed between the party designated in Box 3, Owners of the Vessel named and described in Box 5, being now in position and expected ready to load as mentioned in Box 7, and the party designated in Box 4 as Charterers, THAT

2. Loading Port(s) and Cargo

The said Vessel being tight, staunch and in every way fit for the voyage, shall with all convenient speed proceed to the place designated in Box 8, which in case of named port(s) Owners acknowledge as safe and suitable for this Vessel and there load always aloof, unless "safely aground" has been specifically agreed in Box 8, in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Shippers may direct a full and complete cargo of wheat and/or maize and/or rye and/or barley as described in Box 11, in metric tons (5 % more or less in Owners’ option) in bulk. Shippers have the option of using a second safe berth. The time for shifting between the two berths shall count as laytime, but shifting expenses shall be for Vessel's account.

3. Discharging Port(s)

Being so loaded, the Vessel shall proceed with all convenient speed direct to the place designated in Box 10, which in case of named port(s) Owners acknowledge as safe and suitable for this Vessel, and there discharge the cargo always aloof, unless "safely aground" has been specifically agreed in Box 10, in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Receivers may direct. Receivers have the option of using a second safe berth. The time for shifting between the two berths shall count as laytime, but shifting expenses shall be for Vessel's account.

4. Freight

The freight agreed under this Charter Party shall be as stated in Box 12, per metric ton on net Bill of Lading weight and shall be deemed earned as cargo is loaded on board, prepaid discountless and non-returnable, Vessel and/or cargo lost or not lost. The freight shall be paid as specified in Box 13. All charges and dues levied on the cargo shall be for Charterers' account and those levied on the Vessel however assessed shall be for Owners’ account.

5. Loading and Discharging

Cargo shall be loaded, spout-trimmed and/or stowed at the risk and expense of Shippers/Charterers at the average rate stated in Box 14, weather permitting. Cargo shall be discharged at the risk and expense of Receivers/Charterers at the average rate stated in Box 15, weather permitting. Stowage shall be under Master’s direction and responsibility. Shippers' and/or Charterers' representatives have the right to be on board the Vessel during loading, discharging or lightering for the purpose of inspecting the cargo and/or weighing. Charterers and Owners are allowed to work overtime, such expenses shall be for account of the party ordering same. If ordered by Port Authorities, overtime shall be for Charterers’ account. Overtime services rendered by ship’s crew shall be in all cases for Owners’ account.

6. Laydays, Cancelling

At port of loading laytime shall not count before 08.00 hours on the layday date stated in Box 6 and in any case not before the date notified by the 10 days notice as per Clause 7. Should the Vessel’s notice of readiness not be validly tendered as per Clause 8 before 09.00 hours on the cancelling date stated in Box 6, Charterers shall have the option of cancelling this charter at any time thereafter, but not later than one hour after the notice is validly tendered.

7. Vessel’s Positions, Notices

Master and/or Owners shall give 10 days and thereafter 5 days notice of Vessel’s expected readiness to load to the party designated in Box 9. Master and/or Owners shall give notice of Vessel’s Expected Time of Arrival (ETA) at discharging port as specified in Box 9. Master and/or Owners shall give the relevant parties prompt advice of any substantial change in Vessel’s ETA at loading and at discharging ports.

8. Laytime

Vessel's written notice of readiness to load and/or discharge shall be tendered by hand or by any means of telecommunication at the offices of Shippers/Charterers/ Receivers or their Agents between 08.00 and 17.00 hours on all days except Saturdays, Sundays and Holidays and between 08.00 hours and 12.00 hours on Saturdays unless a Holiday. Such notice of readiness shall be delivered when Vessel is in the loading or discharging berth and in all respects ready to load/discharge. At loading port Shippers/ Charterers or their Agents have the privilege to inspect Vessel's holds and reject the notice when holds are not clean, dry, odourless and in all respects ready to receive the cargo.

In case of dispute, an independent surveyor shall decide about Vessel's readiness to load, the party in the wrong bearing the costs. If the rejection of notice of readiness is undisputed or confirmed by surveyor the laytime will only start to count after the Vessel has validly tendered again when ready.

Only when the loading and/or discharging berth is unavailable, Master may warrant that the Vessel is in all respects ready and may tendet notice of readiness to load and/or discharge from any usual waiting place, whether in port or not, whether in free pratique or not, whether customs cleared or not.

Laytime shall commence at 14.00 hours if notice of readiness to load or/and discharge is validly tendered at or before 12.00 hours and at 08.00 hours on the next working day if notice of readiness is validly tendered after 12.00 hours. Time used before commencement of laytime shall not count. Laytime shall not count between 12.00 hours on Saturdays or 17.00 hours on days preceding a Holiday and 08.00 hours on the following working day, unless used in which case half time actually used shall count. Any delays caused by ice, floods, quarantine, or by cases of "force majeure" shall not count as laytime unless the Vessel is already on demurrage.

When Master has tendered notice of readiness to load or discharge from a waiting place and Vessel is subsequently found unready in application of the above provisions, laytime or time on demurrage shall not count from the time the Vessel is rejected until the time she is accepted. Additionally, any actual time lost on account of Vessel's obtaining free pratique or customs clearance shall not count as laytime or time on demurrage.
PART II

“SYNACOMEX 2000” Continent Grain Charterparty

demurrage. 138
At second or subsequent port(s) of loading or discharging, 139
laytime or time on demurrage shall resume counting from 140
Vessel's arrival at loading or discharging berth, if available, 141
or from Vessel's arrival at a usual waiting place, if berth is 142
unavailable. 143
At all ports any time lost shifting from waiting place to berth 144
shall not count as laytime or as time on demurrage. 145

9. Demurrage, Despatch Money
Demurrage is payable by Charterers at the rate stated in 146
Box 16 per day of 24 consecutive hours or pro rata. 147
Owners shall pay to Charterers despatch money for laytime 148
saved in loading/discharging at the rate stated in Box 16 149
per day of 24 consecutive hours or pro rata. 150

10. Seaworthy Trim
If ordered to be loaded or discharged at more than one 152
berth and/or port, the Vessel is to be left in seaworthy trim 153
to Master's reasonable satisfaction for the passage between 154
berths and/or ports at Shippers' Charterers' Receivers' 155
expense, and time used for placing Vessel in seaworthy 156
trim shall count as laytime or time on demurrage. 157

11. Fumigation
Charterers have the liberty to fumigate the cargo on board 159
at loading and discharging port(s) or places en route at 160
their risk and expense. Charterers are responsible for 161
ensuring that Officers and Crew as well as all other persons 162
on board the Vessel during and after the fumigation are not 163
exposed to any health hazards whatsoever. Charterers 164
undertake to pay Owners all necessary expenses incurred 165
because of the fumigation and time lost thereby shall count 166
as laytime or time on demurrage. When fumigation has 167
been effected at loading port and has been certified by 168
proper survey or by a competent authority, Bills of Lading 169
shall not be claused by Master for reason of insects having 170
been detected in the cargo prior to such fumigation.

12. Lights and Gear
Whenever required, Vessel shall supply free use of lights 173
as on board but sufficient to carry on night work. 174
Provided described as geared, Vessel, whenever required, 175
shall supply free use of all cargo handling gear on board, 176
good working order, with the necessary power, and of 177
runners, ropes and slings as on board. Shore hands shall 178
be used to drive the gear, at Shippers' Charterers' 179
Receivers' account. Any time actually lost on account of 180
breakdown of Vessel's gear shall not count as laytime or 181
time on demurrage and any stevedore standby time charges 182
incurred thereby shall be for Owners' account. 183

13. Agencies
At loading port, Vessel shall be consigned to the Agents 185
designated in Box 17. 186
At discharging port, Vessel shall be consigned to the Agents 187
designated in Box 18. 188

14. Extra Insurance
Extra insurance on cargo due to Vessel's age and/or flag 190
and/or class shall be for Owners' account but limited to the 191
amount specified in Box 19; such extra insurance shall be 192
covered by Charterers for Owners' account and shall be 193
deducted from settlement of freight. 194

15. Brokerage
A brokerage commission as stated in Box 20 on the gross 196
amount of freight, deadfreight and demurrage earned, is 197
due to the party(ies) designated in Box 20 and is deductible 198
from same unless "non-deductible" has been specifically 199
agreed. 200

16. Address Commission
An address commission as stated in Box 21 on the gross 201
amount of freight, deadfreight and demurrage earned is 202
due to Charterers and is deductible from freight, deadfreight 203
and demurrage. 204

17. ISM Clause
From the date of coming into force of the International Safety 207
Management (ISM) Code in relation to the Vessel and 208
thereafter during the currency of this Charter Party, the 209
Owners shall procure that both the Vessel and the 210
"Company" (as defined by the ISM Code) shall comply with 211
the requirements of the ISM Code. Upon request the 212
Owners shall provide a copy of the relevant Document of 213
Compliance (DOC) and Safety Management Certificate 214
(SMC) to the Charterers. 215
Except as otherwise provided in this Charter Party, loss, 216
damage, expense or delay caused by failure on the part of 217
the Owners or the "Company" to comply with the ISM Code 218
shall be for the Owners' account. 219

18. Bills of Lading
The Master is to sign Bills of Lading as presented without 221
prejudice to the terms, conditions and exceptions of this 222
Charter Party. If the Master delegates the signing of Bills of 223
Lading to his Agents, he shall give them authority to do so 224
in writing, copy of which is to be furnished to Charterers. 225
When Bills of Lading marked "Freight prepaid" are required, 226
same shall be released by Owners immediately upon receipt 227
of a telex from Charterers' Bank confirming that freight 228
payable has been irrevocably transferred. 229

19. Relet
Charterers have the right to relet all or part of this Charter 231
Party, they remaining responsible for its due fulfillment. 232

20. Deviation
Deviation in saving or attempting to save life or property at 234
sea or for bunkering purposes or any other reasonable 235
deviation shall not be deemed an infringement of this 236
Charter Party and the Owners shall not be liable for any 237
loss or damage resulting therefrom. 238

21. Lien Clause
The Owners shall have a lien on the cargo for freight, 240
deadfreight, demurrage, and average contribution due to 241
them under this Charter Party. 242

22. Responsibilities and Immunities
Except as otherwise provided and stipulated in this Charter 244
Party, it is hereby expressly agreed that this Charter Party 245
shall have effect subject to the provisions of the Hague Rules 246
contained in the International Convention for the Unification 247
of certain rules relating to Bills of Lading, dated Brussels 248
the 25th August 1924, as enacted in the country of shipment. 249
These rules shall apply to any Bill of Lading issued under 250
this Charter Party. 251
When no such enactment is in force in the country of 252
shipping, the corresponding legislation of the country of 253
destination shall apply, but in respect of shipments to which 254
no such enactments are compulsorily applicable, the terms 255
of the said Convention shall apply. 256
In trades where the International Brussels Convention 257
as amended by the Protocol signed at Brussels on February 258
the provisions of the respective legislation shall apply. 260
The Owners shall in no case be responsible for loss of or 261
damage to cargo however arising prior to loading into 262
and after discharge from the Vessel. 263

This document is a computer generated SYNACOMEX 2000 form printed by authority of SYNDICAT NATIONAL DU COMMERCE EXTÉRIEUR DES CEREALES (SYNACOMEX). Any insertion or deletion to the form must be clearly visible. In the event of any modification made to the pre-printed text of this document which is not clearly visible, the text of the original SYNACOMEX document shall apply. BIMCO and SYNACOMEX assume no responsibility for any loss, damage or expense as a result of discrepancies between the original SYNACOMEX document and this computer generated document.
Save to the extent otherwise in this Charter Party expressly provided, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from Act of God, war, civil commotion, quarantine, strikes, lockouts, arrest or restraint of princes, rulers and peoples or any other event whatsoever which cannot be avoided or guarded against.

23. Amended General Ice Clause

Port of Loading

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

b) If during the 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 or ports with option of completing cargo for Owner's benefit to any port or ports including port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at Vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Receivers, freight being paid in quantity delivered (in proportion if lumpsum), all other conditions as per Charter Party.

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 fill up elsewhere for their own account as under section b) or to declare this Charter Party null and void unless Charterers agree to load full cargo at the open port.

Port of Discharge

a) If the Vessel is driven by ice into an imperilment of the Vessel, the Master or Operators to have liberty to proceed to the nearest accessible port where the safety of the Vessel can be secured without risk of detention by ice. Such orders to be given within 48 hours after Master or Owners have given notice to Charterers of the impossibility of reaching port of destination.

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

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

24. Amended Centrocon Strike Clause

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 stoppages beyond the control of the Charterers caused by Riots, Civil Commotions or a Strike or Lock-out on the Railways, or in the Docks, or any 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 Shippers’ and/or Receivers’ men shall not prevent demurrage accruing if by reason 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, the 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 dispatch money 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.

25. General Average and New Jason Clause

General average shall be adjusted according to the York-Antwerp Rules 1994 or any subsequent modification thereof, but 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 consequence of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees, or owners of the goods, shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general nature which may be made or incurred and shall pay salvage and special charges incurred in respect of the goods."

If a salvaging ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salvaging ship or ships belonged to strangers. Such deposit as 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 by the goods, shippers, consignees or owners of the goods to the carrier before delivery, and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause.

26. Both-to-Blame Collision Clause

If the liability for any collision in which the Vessel is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America, the following Clause shall apply:

"If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the other or non-carrying ship or her owners as part of their voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general nature which may be made or incurred and shall pay salvage and special charges incurred in respect of the goods."

27. War risks ("Voywar 1993")

a) For the purpose of this Clause, the words:

(i) "Owners" shall include the shipowners, bareboat charterers, disponent-owners, managers or other operators who are charged with the management of the Vessel, and the Master; and

(ii) "Carriage" shall mean the carriage of goods by sea in a container or in a vessel, whether the Vessel belongs to the party in whose name the goods are entered on the Bill of Lading or to any other person or persons.

(iii) "Voywar" shall mean the Accident of War Insurance, on a named vessel, in accordance with the Rules and Regulations of the Underwriters Association of the Lloyd's of London.

(iv) "Machinery" shall mean the machinery, plant and equipment of the Vessel, whether installed as original equipment or as replacement or addition thereto, and whether or not insured under a separate insurance policy.

(v) "Machinery" shall mean the machinery, plant and equipment of the Vessel, whether installed as original equipment or as replacement or addition thereto, and whether or not insured under a separate insurance policy.

(vi) "Vessel" shall mean the vessel named in the Charter Party and the gear, tackle, machinery and equipment and all the provisions, stores, tackle, provisions and other appurtenances thereon or therein.

(vii) "Voywar" shall mean the Accident of War Insurance, on a named vessel, in accordance with the Rules and Regulations of the Underwriters Association of the Lloyd's of London.

(viii) "Machinery" shall mean the machinery, plant and equipment of the Vessel, whether installed as original equipment or as replacement or addition thereto, and whether or not insured under a separate insurance policy.

(ix) "Vessel" shall mean the vessel named in the Charter Party and the gear, tackle, machinery and equipment and all the provisions, stores, tackle, provisions and other appurtenances thereon or therein.

This document is a computer generated SYNACOMEX 2000 form printed by authority of SYNDICAT NATIONAL DU COMMERCE EXTÉRIEUR DES CÉRÉALES (SYNACOMEX). Any insertion or deletion to the form must be clearly visible. In the event of any modification made to the pre-printed text of this document which is not clearly visible, the text of the original SYNACOMEX document shall apply. BIMCO and SYNACOMEX assume no responsibility for any loss, damage or expense as a result of discrepancies between the original SYNACOMEX document and this computer generated document.
PART II

“SYNACOMEX 2000” Continent Grain Charterparty

(iii) “War Risks” shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Charter Party, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Charter Party, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, provided always that if this Charter Party provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons on board the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

c) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or anyone or more of them) may be, or are likely to be, exposed to War Risks.

If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Charter Party. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.

d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.

e) The Vessel shall have liberty:-

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;

(ii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

(vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.

f) If in compliance with any of the provisions of sub-clauses (iv) to (e) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party.