# THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)  
## GENERAL TIME CHARTER PARTY  
### CODE NAME: “GENTIME”  

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It is agreed that this Contract shall be performed subject to the conditions contained in this Charter Party consisting of PART I including any additional clauses agreed and stated in Box 37 and PART II as well as Appendix A attached thereto. In the event of any conflict of conditions, the provisions of PART I and Appendix A shall prevail over those of PART II to the extent of such conflict but no further.

<table>
<thead>
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<th>Signature (Owners)</th>
<th>Signature (Charterers)</th>
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PART II
“GENTIME” General Time Charter Party

It is agreed on the date shown in Box 1 between the party named in Box 3 as Owners/ Disponent Owners (hereinafter called “the Owners”) of the Vessel named in Box 4, of the description stated in Box 5 and the party named in Box 3 as Charterers as follows:

1. Period and Delivery
   (a) Period - In consideration of the hire stated in Box 24 the Owners let and the Charterers hire the Vessel for the period/trip(s) stated in Box 6 which option shall be exercised by giving written notice to the Owners or on or before the date(s) stated in Box 7.
   (b) Delivery Place - The Owners shall deliver the Vessel to the Charterers at the port or place stated in Box 8 or a port or place within the range stated in Box 9 and no later than the date/stated in Box 10. Delivery shall be effected at any time day or night, Saturdays, Sundays and holidays included.
   (c) Cancellation - Should the Vessel not be delivered by the date/stated in Box 10, the Charterers shall have the option to cancel the Charter Party without prejudice to any claims the Charterers may otherwise have on the Owners under the Charter Party. If the Owners anticipate, that, despite their exercise of due diligence, the Vessel will not be ready for delivery by the date/stated in Box 10, they may notify the Charterers in writing, stating the anticipated new date of readiness for delivery. The Charterers may, in such case, give written notice requiring the Vessel to be delivered within a new specified time. The Charterers shall have the option to declare whether they will cancel or will take delivery of the Vessel. Should the Charterers elect not to cancel or should they fail to reply within two (2) working days (as applying at the Charterers’ place of business) of receipt of such notification, then unless otherwise agreed, the proposed new cancelling date/time will replace the date stated in Box 10. This provision shall operate only once and shall be applicable to the next cancelling date/time only.
   (d) Notice(s) - Charterers shall give the Owners not less than the number of days stated in Box 11 of the date/time on which the Vessel is expected to be delivered and shall keep the Charterers closely advised of possible changes in the Vessel’s expected date/time of delivery. The Owners shall give the Charterers and/or their local agents notice when the Vessel is in a position to come on hire.
   (e) Vessel’s Condition - On arrival at the first port or place of loading the Vessel’s fitness shall be deemed to be established in accordance with the intended cargo identified in Box 12, failing which the Vessel shall be off-hire from the time of rejection until it is deemed ready.
   (f) Charterers’ Acceptance - Acceptance of delivery of the Vessel by the Charterers shall not prejudice their rights against the Owners under this Charter Party.

2. Trading Areas
   (a) Trading Limits - The Vessel shall be employed in lawful trades within the limits stated in Box 13, to deliver cargo to and from safe ports or places safe where she can safely enter, lie, anchor or anchor.
   (b) Excepted Countries - Owners shall have the option to deliver cargo to and from the countries listed in Box 15. The Charterers shall have the option to alter this.
   (c) Injurious, Noxious or IMO Classified Cargo - The Charterers shall have the option to carry injurious, noxious or IMO-classified cargo subject to the restrictions stated in Box 16, The Charterers shall have the Master with evidence that the cargo has been packed, labelled and documented and shall be loaded and stowed in accordance with IMO, requirements, any mandatory local requirements and/or recommendations of the competent authorities of the country the Vessel is called at. If the Charterers refuse to accept such cargo, the Charterer shall be deemed to have notified the Owners. The Owners shall have the option to decline to deliver or to deliver only by the Charterer.
   (d) Radio-active Cargo - Radio-active cargoes used or intended to be used for industrial, commercial, agricultural, medical or scientific purposes, may be carried subject to prior consent by the Owners and the Master, provided that they are not of such a category as to invalidate the Vessel’s P & I cover.

3. Cargo - Restrictions and Exclusions
   (a) Lawful Cargo - The Vessel shall be employed in carrying lawful cargo. Cargo of a hazardous, noxious, or injurious nature and/or requiring exclusion in a vessel’s gear and equipment shall not be carried without the Owners’ prior consent in which case it shall be carried only in accordance with the provisions of sub-clause (c) of this Clause.
   (b) Excluded Cargo - Without prejudice to the generality of the foregoing, the following cargoes may be excluded: livestock, straw, ammunition, explosives, nuclear and radioactive material other than radio-isotopes as described in sub-clause (c) of this clause and any other cargoes enumerated in Box 15.
   (c) Hazardous Cargo - If the Owners agree that the Charterers may carry hazardous, injurious, noxious or IMO-classified cargo, the amount of such cargo shall be limited to the quantity stated in Box 16 and the Charterers shall provide the Master with evidence that the cargo has been packed, labelled and documented and shall be loaded and stowed in accordance with IMO, regulations, any mandatory local requirements and/or recommendations of the competent authorities of the country the Vessel is called at.
   (d) Radio-active Cargo - Radio-active cargoes used or intended to be used for industrial, commercial, agricultural, medical or scientific purposes, may be carried subject to prior consent by the Owners and the Master, provided that they are not of such a category as to invalidate the Vessel’s P & I cover.
   (e) Containerised cargo - In the case that cargo is carried in containers, such containers shall comply with the International Convention for Safe Containers.
   (f) Deck Cargo - Subject to the Master’s prior approval, which shall not be unreasonably withheld, cargo may be carried on deck in accordance with the provisions of Clauses 17 (c) and 18.

4. Redelivery
   (a) Redelivery Place - The Charterers shall redeliver the Vessel to the Owners at the port/place stated in Box 17 or a port/place within the range stated in Box 18, in the same order and condition as when the Vessel was delivered, fair wear and tear excepted.
   (b) Acceptance of Redelivery - Acceptance of redelivery by the Charterers is subject to the Charterers not prejudicing their rights against the Owners under this Charter Party.
   (c) Notice - The Charterers shall give the Owners not less than the number of days stated in Box 19 indicating the place of port or place of delivery and the expected date on which the Vessel is to be ready for redelivery.
   (d) Last Voyage - The Charterers warrant that they will not order the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the period agreed and declared as per Clause 1a). If, nevertheless, such an order is given, the Charterers shall have the option to refuse the order and require a substitute order allowing timely redelivery or (ii) to perform the order without prejudice to their rights to claim from the Owners for any reduction in the Vessel’s speed performance and/or increased bunker consumption and/or any other consequences arising as a result of such supply.

5. On-Offshore Surveys
   (a) Quantity at Delivery/Redelivery - The Vessel shall be delivered with the quantity of fuels stated in Box 20 and, unless indicated to the contrary in Box 20, the Vessel shall be redelivered with about the same quantity, provided that the quantity of fuels at redelivery is at least sufficient to allow the Vessel to safely reach the nearest port at which fuels of the required type or better are available.
   (b) Bunkering prior to Delivery and Redelivery - Provided that it can be accomplished at scheduled ports, without hindrance to the operation of the Vessel, and by prior arrangement between the parties, the Owners shall allow the Charterers to bunker for the account of the Charterers prior to delivery and the Charterers shall allow the Owners to bunkering for the account of the Owners prior to redelivery.
   (c) Purchase Price - The Charterers shall purchase the fuels on board at delivery at the price stated in Box 23. The Owners shall purchase the fuels on board at redelivery at the price stated in Box 22. The value of the fuel on delivery shall be paid together with the first instalment of hire.
   (d) bunkering - The Charterers shall supply fuel of the specifications and grades stated in Box 24 or a port or place within the range stated in Box 25. The fuels shall be of a stable and homogeneous nature and unless otherwise agreed in writing, shall comply with ISO standard 8217: 1996 or any subsequent amendments thereof as well as with the relevant provisions of Marpol. The Chief Engineer shall operate with the Charterers’ bunkering agents and fuel suppliers and comply with their requirements during bunkering, including but not limited to checking, verifying and acknowledging sampling, reading or sounding, meters etc. before, during and/or after delivery of fuels. During delivery four representative samples of all fuels shall be taken at a point as close as possible to the Vessel’s bunkering manifold. The samples shall be labelled and sealed and signed by the Charterers’ bunkering agents and/or fuel suppliers.
   (e) Liability - The Charterers shall be liable for any loss or damage to the Owners caused by the supply of unsuitable fuels or fuels which do not comply with the specifications and grades set out in Box 23 and the Owners shall not be held liable for any reduction in the Vessel’s speed performance and/or increased bunker consumption and/or for any time lost and any other consequences arising as a result of such supply.

6. Bunkers
   (a) Quantity at Delivery/Redelivery - The Vessel shall be delivered with the quantity of fuels stated in Box 19 or, unless indicated therein, the quantity shall be reduced by up to the number of days stated in Box 26. If, nevertheless, the Vessel is not ready for delivery by the date/time stated in Box 27, the Owners may refuse the order and require a substitute order allowing timely redelivery or (ii) to perform the order without prejudice to their rights to claim from the Charterers for any reduction in the Vessel’s speed performance and/or increased bunker consumption and/or any other consequences arising as a result of such supply.

7. Vessel’s Gear and Equipment
   (a) Requirements - The Charterers shall maintain the Vessel in a fit and serviceable condition. The Charterers shall maintain the Vessel in a fit and serviceable condition.
   (b) Vessel’s Gear and Equipment - The Charterers shall maintain the Vessel in a fit and serviceable condition. The Charterers shall maintain the Vessel in a fit and serviceable condition.
to comply with the aforementioned regulations or because the Vessel is not in possession of such valid certificates, then the Charterers may suspend hire for the time lost thereby and the Owners shall pay all expenses incurred incident to and resulting from such failure (see Clause 11(d)).

(b) Breakdown of Vessel's Gear - All cargo handling gear, including derricks, cranes, winches if any, shall be kept in good working order and the Owners shall exercise due diligence to maintain such gear. In the event of a breakdown of derrick(s), crane(s) or winch(es) for any period by reason of disablement or insufficient power, the hire shall be reduced for the actual time lost thereby during loading/discharging unless the lost time is caused by negligence of the Charterers or their servants. If the Charterers continue working by using shore-crane(s) the Owners shall pay the cost of shore craneage, to an amount not exceeding the amount of hire payable to the Owners for such period.

(c) Suez and Panama Canal - During the currency of this Charter Party the Vessel shall be equipped with all necessary fittings in good working order for Suez and Panama Canal transit.

(d) Lighting - The Owners shall ensure that the Vessel will supply, free of expense to the Charterers, sufficient lighting on deck and in holds to permit 24 hour working.

8. Hire

(a) Rate - The Charterers shall pay hire per day or pro rata for any part of a day from the time the Vessel is delivered to the Charterers until her redelivery to the Owners, in the currency and at the rate stated in Box 24. In the event that additional hire is payable in accordance with Clause 9(c), such hire shall be based on the rate applicable at the agreed place of payment. All calculation of hire shall be made by reference to UTC (Universal Time Coordinated).

(b) Payment - Subject to sub-paragraph (d) of hire payment shall be made in advance in full, without discount every 15 days to the Owners' bank account designated in Box 25 or to such other account as the Owners may from time to time designate in writing. In the event that the Owners become payable in the Owners' on the due date.

(c) Default - In default of punctual and regular payment of hire the Owners shall have the right to withhold the Vessel without prejudice to any other claim the Owners may have against the Charterers under this Charter Party. Where there is a failure to make punctual and regular payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 26 (as recognized at the agreed rate of place of payment) in which to rectify the failure, and when so rectified within such number of days after giving the Owners' notice, the payment shall stand as regular and punctual. Failure by the Charterers to pay hire within the number of days stated in Box 26 of their receipt of the Owners' notice as provided herein, shall entitle the Owners to withhold the Vessel without further notice and without prejudice to any other claim they may have against the Charterers.

Further, at any time after the period stated in Box 26, as long as hire remains unpaid, the Owners shall, without prejudice to their right to withhold the Vessel, be entitled to suspend the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof resulting from which the Charterers hereby agree to indemnify the Owners. Notwithstanding the provisions of Clause 9(a)(ii), hire shall continue to accrue and any extra expenses resulting from such suspension shall be for the Charterers' account.

(d) Deduction - On production of supporting vouchers the Charterers shall be entitled to deduct from hire for any time lost due to any expenditure incurred by the Owners which is for the Owners' account under this Charter Party. If such expenditure is incurred in a currency other than that in which hire is payable, conversion into such currency for the purpose of deduction shall be effected at the exchange rate prevailing on the date the expenditure was incurred.

(e) Redelivery Adjustment - Should the Vessel be on her voyage towards the port or place of redelivery at the time payment of hire becomes due, said payment shall be made for the estimated time necessary to complete the voyage, less the estimated value of the fuels remaining on board at redelivery. When the Vessel is redelivered to the Owners any difference shall be refunded to or paid by the Charterers as appropriate, but not later than thirty days after redelivery of the Vessel.

9. Off-hire

After delivery in accordance with Clause 1 hereof the Vessel shall remain on hire until redelivery in accordance with Clause 4, except for the following periods:

(a) Inability to Perform Services

If the Vessel is unable to comply with the instructions of the Charterers on account of:

1. any damage, defect, breakdown, deficiency of, or accident to the Vessel's hull, machinery, equipment or repairs or maintenance thereon, including drydocking, excepting those occasions where (Clauses 7(b) and 16(b) apply).
2. any unavailability of the Master, Officers and/or Crew to perform services when required.
3. Arrest of the Vessel at the suit of a claimant except where the arrest is caused by, or arises from any act or omission of the Charterers, their servants, agents or sub-contractors.
4. the terms of employment of the Master, Officers and/or Crew; then the Vessel shall be off-hire for the time thereby lost.

(b) Deviation - In the event of the Vessel deviating (which expression includes putting back, or putting into any port or place other than that to which she is bound under the instructions of the Charterers) for reasons other than to save life or property the Vessel shall be off-hire from the commencement of such deviation until the time when the Vessel is again ready to resume her service from a position not less favourable to the Charterers than that at which the deviation commenced, provided always that due allowance shall be given for any distance made good towards the Vessel's destination and any bunkers saved. However, should the Vessel alter course to avoid bad weather or be driven into port or anchorage by stress of weather, the Vessel shall not be off-hire hereof.

(c) Requisitions - Should the Vessel be requisitioned by any government or governmental authority during the period of this Charter Party, the Charterers shall immediately notify the Owners and the Charterers. The Vessel shall be off-hire during the period of such requisition and any hire or compensation paid by any government or governmental authority in respect of such requisition shall be paid to the Owners. However, if the period of requisition shall exceed the number of days stated in Box 27, other parties shall have the option of cancelling the balance period of the Charter Party, by giving 14 days notice of cancellation to the other.

(d) Provision of Charter Period - Any time during which the Vessel is off-hire under this Charter Party may be added, at the option of the Charterers, to the charter period as determined in accordance with Clause 1(a). Such option shall be declared in writing not less than one month before the expected date of redelivery, or latest one week after the event if such event occurs less than one month before the expected date of redelivery.

10. Loss of Vessel

This Charter Party shall terminate and hire shall cease at noon on the day the Vessel is lost or destroyed or lost or destroyed, and if occurring on a day when rent is due, at noon on the date when last heard of. Any hire paid in advance and not earned shall be returned to the Charterers and payment of any hire due shall be deferred until the Vessel is reported safe.

11. Owners' Obligations

Except as provided elsewhere in this Charter Party, the Owners shall deliver the Vessel in the condition indicated in Box 4 and in a thoroughly efficient state of hull and machinery and shall exercise due diligence to maintain the Vessel in such Class in and every way fit for the service throughout the period of the Charter Party.

Nothing contained in this Charter Party shall be construed as a demise of the Vessel to the Charterers and the Owners remain at all times responsible for her navigation and for the due performance of related services, including but not limited to pilotage and towage even if paid for by the Charterers.

Unless otherwise agreed, the Owners shall provide and pay for the costs of the following:

(a) Wages - Master's, Officers' and Crew's wages.
(b) Stores - All provisions, deck and engine-room stores, including lubricants.
(c) Insurance of the Vessel (see Clause 20).
(d) Charterer's assistance:
1. preparing the Vessel's cranes, derricks, winches and/or cargo handling gear for use;
2. opening and closing any hatches (other than poop type hatches), ramps and other means of access to cargo;
3. docking, undocking and shifting operations in port;
4. bunkering;
5. maintaining power during loading and discharging operations;
6. instructing crane drivers and winchmen in the use of the Vessel's gear;
7. the above services will be rendered by the crew if required, provided port and local regulations permit; otherwise charges for such services shall be for the Charterers' account.
(e) Documentation - Any documentation relating to the Vessel as required at the commencement of the Charter Party to permit the Vessel to trade within the limits prescribed in Box 13, including but not limited to international tonnage certificate, Suez and Panama tonnage certificates, certificate of registry, certificates relating to the strength, safety and seaworthiness of the Vessel, and certificates of financial responsibility for oil pollution as long as such oil pollution certificates can be obtained by the Owners in the market on competitive terms.

Such documentation shall be maintained during the currency of the Charter Party as necessary.

(f) Deratisation - A deratisation certificate at the commencement of the Charter Party and any renewal thereof throughout the Charter Party, except if certification is required as a result of the cargo carried or ports visited during this Charter Party in which case all expenses in connection therewith shall be for the account of the Charterers.

(g) Smuggling - Any fines, taxes or impost levied in the event of smuggling by the Master, Officers and/or Crew. The Vessel shall be off-hire for any time lost as a result thereof. See also Clause 11(b).

12. Master

The Charterer shall be conversant with the English language and, although appointed by the Owners, shall at all times during the currency of this Charter Party be under the orders and directions of the Charterers as regards employment, agency or other arrangements. The Master shall prosecute all voyages with due dispatch and supervise loading and discharging operations to ensure that the seaworthiness of the Vessel is not affected.

The Charterers recognise the principles stated in IMO Resolution A.443 (XI) as regards maritime safety and protection of the marine environment and shall not prevent the Charterers from complying with the aforementioned regulations or because the Vessel is not in possession of such valid certificates.
13. Charterers’ Obligations

The Charterers shall keep and care for the cargo at loading and discharging ports, be responsible for stowing and/or unloading operations enumerated under sub-clause 13(d), arrange any transhipment and properly deliver the cargo at destination.

The Charterers shall furnish the Master with full and timely instructions and unless otherwise agreed, they shall provide and pay for the costs of the following throughout the currency of this Charter Party:

(a) Voyage Expenses - All port charges (including compulsory charges for shore watchmen and garbage removal), light and canal dues, pilotage, towage, consular charges, and all other charges and expenses relating to the cargo and/or to the Vessel as a result of her employment hereunder, other than charges or expenses properly required to be charged in accordance with Clause 13(c).

(b) Dredger (See Clause 6) - All fuels except for quantities consumed while the Vessel is off-hire.

(c) Agency Costs - All agency fees for normal ship’s husbandry at all ports or places of call.

(d) Stevedoring - All stevedoring operations during the currency of this Charter Party including receipt, loading, handling, stuffing containers, stowing, loading, unloading, unstuffing, unloading, discharging, stripping containers, tallying and delivering of all cargo.

The Charterers shall provide the Charterers with copies of any operational plans or instructions prepared by the Owners.

The Charterers shall ensure that such lien is incorporated in all documents evidencing or attaching to the cargo or the Vessel, and shall execute, whenever necessary, any agreement or other proper document necessary for the protection of the Charterers’ lien or interest in the cargo or Vessel.

14. Owners’ Requirements

(a) Maintenance - Without prejudice to the provisions of Clause 9(a), the Owners shall have the right to the Vessel out of service at any time for emergency repairs, general or special survey and special arrangement with the Charterers for routine maintenance, including drydocking.

(b) General Average - General Average shall be adjusted, stated and settled at the place shown in Box 28 according to the York-Antwerp Rules 1944 or any subsequent modification thereto by an adjuster appointed by the Owners. Charter hire shall be adjusted in accordance with General Average.

General Average shall be adjusted in any currency at the sole option of the Owners.

The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to settle its amount.

(c) Salvage - All salvage and assistance to other vessels shall be for the Charterers’ account, and the Charterers shall keep the Owners indemnified against any claim arising out of the salvage operation.

(d) Liens - The Charterer shall not suffer, nor permit to be continued, any lien or encumbrance incurred by or through the Master, Officers or Crew, which might have priority over the title and interest of the Owners in the Vessel. In no event shall the Charterers procure, nor permit to be procured, for the Vessel, any supplies, necessities or services without previously obtaining a statement signed by an authorised representative of the Charterers that all supplies, necessities or services were being furnished on the credit of the Charterers and not on the credit of the Vessel or of the Owners and that the furnisher claims no maritime lien on the Vessel therefor.

The Owners shall have a lien on all charged cargo before and after discharge and on all sub-freights and/or sub-hire including deadfreight and demurrage, for any amount due under this Charter Party including but not limited to unpaid Charter hire, unremitted Charterers’ expenses initially paid by the Owners, and contributions in general average properly due.

The Charterers shall ensure that such lien is incorporated in all documents containing or evidencing Contracts of Carriage issued by them or on their behalf.

15. Charterers’ Requirements

(a) Plans - On concluding this Charter Party or as soon as practical thereafter the Charterers shall provide the Charterers with copies of any operational plans or documents concerning the Vessel and such plans or documents may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redeployment.

(b) Flag and Funnel - If so required, the Charterers shall, during the currency of this Charter Party, be allowed to fly their house flag and/or paint the funnel in the Charterers’ colours. All alterations including re-installation shall be effected in the Charterers’ time and at their expense.

(c) Communications Facilities - The Owners shall permit the Charterers’ use of the Vessel’s communication facilities at cost.

16. Sundry Matters

(a) Stowaways -

(i) The Charterers shall exercise due care and diligence in preventing stowaways from gaining access to the Vessel by means of securing away in the cargo or containers shipped by the Charterers.

(ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the Vessel without means of securing away in the cargo or containers shipped by the Charterers, the Charterers shall, at their cost, make all reasonable efforts to secure the Vessel and to clear it of stowaways, and to ensure that the Vessel is ready for her next voyage.

(b) Calculating - In the event of any modification made to the provisions of this Charter Party, the Charterers shall provide an estimate of any economies which may be possible in the event of laying-up the Vessel at any time and for any period of time at a safe berth or safe place in their option, and in the event of such laying-up the Charterers shall promptly take reasonable steps to effect all the economies in operating costs.

(c) Cleaning - The Charterers may request the owners to direct the crew to sweep and wash and/or clean and/or cure the holds between voyages and/or between cargoes against payment at the rate per hold stated in Box 36, provided the crew is unable to undertake such work and is allowed to do so by local regulations.

(d) Liability - In the event of any modification made to the provisions of this Charter Party, the Charterers shall bear all the costs and expenses incurred in connection with the modifications and shall be reimbursed by the Owners.

(e) Liabilities - In the event of any modification made to the provisions of this Charter Party, the Charterers shall be reimbursed by the Owners, at their option, for any liabilities or expenses incurred in connection with the modifications.

(f) Insurance - In the event of any modification made to the provisions of this Charter Party, the Charterers shall be reimbursed by the Owners for any insurance premiums, taxes or other expenses incurred in connection with the modifications.

(g) Vessel - In the event of any modification made to the provisions of this Charter Party, the Charterers shall be reimbursed by the Owners for any expenses incurred in connection with the modifications.

(h) Expenses for representation incurred by the Master for the Charterers shall be paid out of the Charterers’ account and benefit shall be settled by the Charterers’ payment of the amount stated in Box 31, per month or pro rata. The Charterers shall indemnify the Owners against all consequences and/or liabilities including customs fines which may result from such representation.

(i) Expenses - In the event of any modification made to the provisions of this Charter Party, the Charterers shall pay for and all expenses associated with such inspection and the Owners shall be entitled to receive a copy of the report.

(j) Charterers - The Charterers may supply the Master with weather routing services, including the daily weather, in accordance with the Charterers’ weather routing service.

(k) Charterers - The Charterers shall provide the Vessel with and the Charterers shall be reimbursed by the Charterers for all expenses incurred in connection with the modifications.

(l) Charterers - The Charterers shall provide the Charterers with copies of any operational plans or documents concerning the Vessel and such plans or documents may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redeployment.

(m) Charterers - The Charterers shall provide the Charterers with copies of any operational plans or documents concerning the Vessel and such plans or documents may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redeployment.

(n) Charterers - The Charterers shall provide the Charterers with copies of any operational plans or documents concerning the Vessel and such plans or documents may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redeployment.

(o) Charterers - The Charterers shall provide the Charterers with copies of any operational plans or documents concerning the Vessel and such plans or documents may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redeployment.

(p) Charterers - The Charterers shall provide the Charterers with copies of any operational plans or documents concerning the Vessel and such plans or documents may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redeployment.

(q) Charterers - The Charterers shall provide the Charterers with copies of any operational plans or documents concerning the Vessel and such plans or documents may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redeployment.

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(s) Charterers - The Charterers shall provide the Charterers with copies of any operational plans or documents concerning the Vessel and such plans or documents may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redeployment.

(t) Charterers - The Charterers shall provide the Charterers with copies of any operational plans or documents concerning the Vessel and such plans or documents may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redeployment.

(u) Charterers - The Charterers shall provide the Charterers with copies of any operational plans or documents concerning the Vessel and such plans or documents may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redeployment.

(v) Charterers - The Charterers shall provide the Charterers with copies of any operational plans or documents concerning the Vessel and such plans or documents may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redeployment.

(w) Charterers - The Charterers shall provide the Charterers with copies of any operational plans or documents concerning the Vessel and such plans or documents may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redeployment.

(x) Charterers - The Charterers shall provide the Charterers with copies of any operational plans or documents concerning the Vessel and such plans or documents may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redeployment.

(y) Charterers - The Charterers shall provide the Charterers with copies of any operational plans or documents concerning the Vessel and such plans or documents may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redeployment.

(z) Charterers - The Charterers shall provide the Charterers with copies of any operational plans or documents concerning the Vessel and such plans or documents may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redeployment.

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shipped by the Charterers, the Owners shall take all reasonable steps to secure that within a reasonable time, the Vessel is released and at their expense post bail or other security to obtain release of the Vessel.

(iii) Stevedore damage not affecting the Vessel’s seaworthiness and/or the safety of the crew, proper working of the Vessel and/or her equipment, shall be repaired immediately by the Charterers and the Vessel is to remain on hire until such repairs are completed and, if required, passed by the Vessel’s classification society.

(ii) Stevedore damage affecting the Vessel’s seaworthiness and/or the safety of the crew, proper working of the Vessel and/or her equipment, shall be repaired immediately by the Charterers and the Vessel is to remain on hire until such repairs are completed and, if required, passed by the Vessel's classification society.

(iii) The Owners shall have the option of requiring that stevedore damage affecting the trading capabilities of the Vessel is repaired before redelivery.

3. Non-compliance with the provisons of this Clause shall amount to breach of warranty for the consequences of which the Charterers shall be liable and shall hold the Owners, the Master and the crew of the Vessel harmless and shall keep them indemnified from all claims whatsoever which shall be laid against them individually or jointly. Furthermore, all time lost and all expenses incurred, including fines, as a result of the Charterers breach of the provisions of this Clause shall be for the Charterers account and the Vessel shall remain on hire.

Should the Vessel be arrested as a result of the Charterers non-compliance with the provisions of this Clause, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their expense post bail to secure release of the Vessel.

The Owners shall remain responsible for all time lost and all expenses incurred, including fines, in the event that unmanifested narcotic drugs and other illegal substances are found in the possession or effects of the Vessel’s personnel.

17. Bills of Lading, Waybills and Other Contracts of Carriage

(a) Signing Contracts of Carriage

(i) The Master shall sign bills of lading or waybills as completed in conformity with mate’s receipts. If requested, the Owners may authorize the Charterers and/or their agents in writing to sign bills of lading, waybills, or multimodal bills of lading (hereafter collectively referred to as Contracts of Carriage) in the Owners’ name and/or the Master’s behalf in conformity with mate’s receipts without prejudice to the terms and conditions of the Charter Party.

(ii) In the event the Charterers and/or their agents, pursuant to the provisions of sub-clause 17(a)(i) above, sign Contracts of Carriage which extend the Owners’ responsibility beyond the period during which the cargo is on board the Vessel the Charterers shall indemnify the Owners against any claims for loss, damage or expense which may result therefrom.

(iii) Neither the Charterers nor their agents shall permit the issue of any Contract of Carriage (whether or not signed on behalf of the Owners or on behalf of the Charterers) incorporating, where not compulsorily applicable, the Hague Rules or any other legislation giving effect to the Hague Rules or any other legislation imposing liabilities in excess of Hague or Hague-Visby Rules.

(b) Protection Clauses - The Charterers warrant that Contracts of Carriage issued in respect of cargo under this Charter Party shall incorporate the clauses set out in Appendix A.

(c) Deck Cargo - Unless the cargo is stowed in fully closed containers, placed on board the Vessel in areas designed for the carriage of containers with class-approved container lashing gear, and secured to the Vessel by means of class-approved Vessel’s lashing gear or material. Contracts of Carriage covering cargo carried on deck shall be clause: “Agreed to be shipped on deck at Charterers’ Shippers’ and Receivers’ risk, and responsibility for loss, damage or expense howsoever caused”.

(d) Defence of Claims - Should the Charterers issue or cause to be issued a Contract of Carriage in default of the provisions of this Clause 17, they shall be obliged upon written request by the Owners to take over, pay for the defence of and pay any liability established in respect of any claim brought against the Vessel and/or the Owners as a result of such breach.

(e) Payment and indemnity - The Charterers shall pay for, and/or indemnify the Owners against any loss, damage or expense which results from any breach of the provisions of this Clause 17.
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time barred up the expiry of two years reckoned from the date when the cargo was or should have been delivered. When the Hamburg Rules apply compulsonly the above time bar shall be extended to three years.

19. Exceptions

As between the Charterers and the Owners, responsibility for any loss, damage, delay or failure of performance under this Charter Party not dealt with in Clause 18(a), shall be subject to the following exceptions:

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

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

(ii) "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 terror, 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 however), 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, or are likely to 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) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through any port, place or zone (whether of land or sea), or any wateryway or channel, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to become exposed to War Risks.

(c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise however, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent’s right of search and/or confiscation.

(d) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.

(e) If the Underwriters of such insurance should require payment of premiums and/or calls, because, pursuant to the Owners’ orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.

(f) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then such bonus or additional wages shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due.

The above provisions shall in no way whatsoever affect the provisions as to off the Owners or their Manager, collision or stranding, unforeseeable breakdown of or navigation or management of the Vessel, fire or explosion not due to the personal fault of the Owners or their Manager, or any responsibility of the Owners not dealt with in this Clause.

20. Insurances

(a) Hull and Machinery - The Owners warrant that the Vessel is insured for Hull, Machinery and basic War Risks purposes at the value stated in Box 34.

(b) Protection and Indemnity (P & I) - The Owners warrant that throughout the period of the Charter Party the Vessel will be fully covered for P & I risks, including through transpacific cover, with Underwriters approved by the Charterers which approval shall not be unreasonably withheld.

As between the Charterers and the Owners, responsibility for any loss, damage, delay or failure of performance under this Charter Party shall in no way whatsoever affect the provisions as to off the Owners or their Manager, collision or stranding, unforeseeable breakdown of or navigation or management of the Vessel, fire or explosion not due to the personal fault of the Owners or their Manager, or any responsibility of the Owners not dealt with in this Clause.


(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) “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 terror, 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 however), 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, or are likely to 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) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through any port, place or zone (whether of land or sea), or any wateryway or channel, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to become exposed to War Risks.

(c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise however, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent’s right of search and/or confiscation.

(d) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.

(e) If the Underwriters of such insurance should require payment of premiums and/or calls, because, pursuant to the Owners’ orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.

(f) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then such bonus or additional wages shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due.

22. Law and Arbitration

(a) This Charter Party shall be governed by and construed in accordance with the laws of the United States of America. Any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties to the arbitration proceedings, and the reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of notice of and notice that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

(b) This Charter Party shall be governed by and construed in accordance with the laws of the United States of America. Any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties to the arbitration proceedings, and the reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of notice of and notice that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

23. Commission

The Owners shall pay a commission at the rate stated in Box 36 to the Broker(s) stated in Box 36 on any hire paid under this Charter Party or any continuation or extension thereof. If the full hire is not paid owing to breach of Charter Party by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.

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Should the parties agree to cancel this Charter Party, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year’s hire.

In signing this Charter Party the Owners acknowledge their agreement with the brokers to pay the commissions described in this Clause.

24. Notices
Any notices as between the Owners and the Charterers shall be in writing and sent to the addresses stated in Boxes 2 and 3 as the case may be or to such other addresses as either party may designate to the other in writing.
A. WAR RISKS ("Voywar 1993")

(1) For the purpose of this Clause, the words:
(a) “Owners” shall include the shippers, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
(b) “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 terrorism, 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.

(2) 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 Contract of Carriage, 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 Contract of Carriage, 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 Contract of Carriage 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 Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

(3) 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, however, 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, crew or other persons on board the Vessel (or any one 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 Contract of Carriage.

The Owners shall be entitled to recover from the Charterers the extra expenses (including the cost of a temporary arrest or retention at any port other than the discharge port, the receipt of the full freight as though the cargo had been discharged at the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage 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.

(4) 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 by reason of the voyage (including any canal or waterway) which is normal and customary in a voyage of the nature contracted for, and there is no safe port to which the Vessel can be taken, the Owners shall give notice to the Charterers informing them that this route will be taken. In this event the Owners shall be entitled, if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage as the percentage which the extra distance represents to the distance of the normal and customary route.

(5) The Vessel shall have liberty:
(a) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stops, 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;
(b) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;
(c) 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, directions or recommendations of any such bodies or groups who have been charged or empowered to issue them;
(d) to discharge at any port other any cargo or part thereof which may render the Vessel liable to confiscation as a contraband cargo;
(e) to call at any port other to change the cargo or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;
(f) 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.

In compliance with any of the provisions of sub-clauses (2) to (5) of this Clause anything is done or not done, such shall not be deemed to be a deviation.

B. CLAUSE PARAMOUNT

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 24 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation in the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or the country of destination, the Hague-Visby Rules shall to this Contract, save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place the Hague Rules as enacted in the country of destination apply compulsorily to this Contract.

The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply whether mandatorily or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

C. GENERAL AVERAGE

General Average shall be adjusted and settled at a port or place in the option of the Carrier according to the York-Antwerp Rules, 1994 or any subsequent amendment thereto.

D. HIMALAYA CLAUSE

It is hereby expressly agreed that no servant or agent of the Carrier (including employees, independent subcontractors and/or other persons who are, or are intended to be, employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Charterers, Shipper(s), Consignees, owner of the goods or any holder of a Bill of Lading issued under this Charter Party, for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment.

Without prejudice to the generality of the foregoing provisions in this clause, every exception, limitation, condition and conditionality of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder, shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid.

For the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as agents or trustees on behalf of, and for the benefit of all persons who might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this contract.

E. NEW JASON CLAUSE

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, 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 average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods.

If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if salvaging vessel or vessels 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.

F. BOTH-TO-BLAME COLLISION CLAUSE

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 or non-carrying vessel or her owners insofar as such loss or liability represents loss or, damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of 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 operators, operators or those in charge of any vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect to a collision or contact.