

RECOMMENDED BY
NORTH AMERICAN EXPORT GRAIN ASSOCIATION
THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE
CHAMBER OF SHIPPING OF THE UNITED KINGDOM
FEDERATION OF NATIONAL ASSOCIATIONS OF SHIP BROKERS AND
AGENTS

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

* Delete as appropriate.

Freight Payment. 9.—(a) If vessel discharges in the United Kingdom including Northern Ireland, freight shall be payable by Receivers* concurrently with discharge on out-turn weight, to Owners or their designated Agents at in currency.

(b) For all other destinations, freight shall be fully prepaid on surrender of signed Bills of Lading in currency to on Bill of Lading weight, discounts, not returnable, vessel and/or cargo lost or not lost. Freight shall be deemed earned as cargo is loaded on board. Once the Bills of Lading have been signed, and Charterers call for surrender of Original Bills of Lading against freight payment as above, it will be incumbent upon Owners or their Agents to comply immediately with such call for surrender during office hours, Mondays to Fridays inclusive.

(c) 81

..... 82

Cost of Loading and Discharging. 10.—(a)* Cargo is to be loaded, stowed, trimmed (to Master's satisfaction in respect of seaworthiness) free of expense to the vessel. Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness).

(b)* Cargo is to be loaded, stowed and trimmed at Owners' expense. 88

Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness). 89

Stewedores at Loading Port(s) and Discharging Port(s) 11.—Stewedores at loading Port(s) are to be appointed by Owners* and paid by Owners.* Charterers.* If stewedores are appointed by Owners, they are to be approved by Charterers at loading port(s), and such approval is not to be unreasonably withheld. Stewedores at discharging port(s) are to be appointed and paid for by Charterers/Receivers*. 92

In all cases, stewedores shall be deemed to be the servants of the Owners and shall work under the supervision of the Master. 93

Bulk Carrier and Wing Spaces 12.—(a) The vessel is warranted to be a self-trimming bulk carrier.* non-self-trimming bulk carrier.* (b) Cargo may be loaded into wing spaces if the cargo can bleed into centreholds. Wing spaces are to be spout trimmed; any further trimming in wing spaces and any additional expenses in discharging are to be for Owners' account, and additional time so used is not to count as laytime or time on demurrage. 94

Overtime. 13.—(a) Expenses (i) All overtime expenses at loading and discharging port(s) shall be for account of the party ordering same. 97

(ii) If overtime is ordered by port authorities or the party controlling the loading and/or discharging terminal or facility, all overtime expenses are to be equally shared between the Owners and Charterers.* 98

(iii) Overtime expenses for vessel's officers and crew shall always be for Owners' account. 99

(b) **Time Counting** If overtime be worked during excepted periods ordered by Owners the actual time used shall count. If overtime be worked during excepted periods ordered by Charterers/Receivers* the actual time used shall not count. If overtime be worked during excepted periods ordered by port authorities or the party controlling the loading and/or discharging terminal or facility half the actual time used shall count. 100

(c) **SHINC (Sundays and Holidays Included)** Section (b) shall not apply if SHINC has been agreed. 101

Separations. 14.—Cost of cargo separations, including labour used for laying same, to be for Charterers' account unless required by Owners, in which case all resultant expenses shall be borne by the Owners. Separations ordered by Charterers shall be made to Master's satisfaction (but not exceeding the requirements of the competent authorities). 102

Securing. 15.—(a) For Owners' account Any securing (bagging or strapping, etc.) required by Master, National Cargo Bureau or Port Warden for safe trim/stowage to be supplied by and paid for by Owners, and time so used not to count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) to be at Owners' expense, and time actually lost is not to count. 103

(b) For Charterers' account 104

Any securing (bagging or strapping, etc.) required by Master, National Cargo Bureau or Port Warden for safe trim/stowage to be supplied by and paid for by Charterers, and time so used to count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) to be at Charterers/Receivers' expense. 105

Opening/Closing Hatches. 16.—(a)* At each loading and discharging port, cost of first opening and last closing of hatches and removal and replacing of beams, if any, shall be for Owners' account. Cost of all other opening and closing of hatches, removal and replacing of beams shall be for Charterers/Receivers' account. 106

(b)* At each loading and discharging port, cost of all opening and closing of hatches and removal and replacing of beams, if any, shall be for Owners' Charterers'/Receivers'* account. 107

Time Counting. 17.—(a) Notice of Readiness and Commencement of Laytime Notification of vessel's readiness to load and/or discharge at the first or sole loading and/or discharging port, shall be delivered in writing at the office of Charterers/Receivers (or their Agents) between the hours of 0900 to 1700 on all days except Sundays and holidays, and between the hours of 0900 to 1200 on Saturdays. Charterers/Receivers shall not be required to accept notice of readiness to load or discharge on Saturdays after 1200 or on Sundays or holidays. Such notice of readiness shall be delivered when vessel is in the loading or discharging berth and is in all respects ready to load/discharge, including Free Pratique where applicable. If the loading and/or discharging berth is unavailable, Master may tender vessel's notice of readiness from a lay berth or anchorage within the commercial limits of the port subject to the provisions of Clause 17 paragraph (b). 108

Following receipt of notice of readiness to load or discharge as above, laytime will commence at 0800 on the next day, Sundays and holidays excepted (for Saturdays see Clause 18 (e)). If SHINC agreed, the exception of Sundays and holidays (as well as the possible exception of Saturdays under Clause 18 (e)) shall not apply. Time actually used before commencement of laytime shall count. 109

(b) **Waiting for Berth** 110

If the vessel is prevented from entering the commercial limits of the loading/discharging port(s) because the first or sole loading/discharging berth or a lay berth or anchorage is not available, or on the order of the Charterers/Receivers or any competent official body or authority, and the Master warrants that the vessel is physically ready in all respects to load or discharge, the time spent waiting at a usual waiting place outside the commercial limits of the port or off the port shall count against laytime. Such laytime shall count from vessel's arrival at such usual waiting place and will continue to run as per clause 18 until any of the aforesaid conditions cease to be operative and vessel is so notified by Charterers/Receivers or their Agents or any competent authority. If after entering the commercial limits of the loading port, vessel fails to pass inspections as per clause 17 (d) and requires more than four hours SHINC to pass such inspections from the time of initial failure to pass, the time spent waiting outside the commercial limits of the port as per lines 143-144 shall not count and the provisions of lines 153-154 are not to apply; but, if said vessel passes inspections within said four hours, any delay in commencing loading directly attributable to its failure to pass initial inspections shall not count as laytime or time on demurrage. 111

Time so used is to be added to laytime (or time on demurrage) used for loading/discharging the entire cargo if Clause 18(b) and 18(c) apply and is to be added to laytime (or time on demurrage) used for loading and discharging the entire cargo if reversible laydays apply or if Clause 18(c) applies. 112

Once the vessel has reached a place within the commercial limits of the port, notice of readiness is to be tendered in accordance with the provision of lines 130 to 135 and laytime is to begin to count in accordance with lines 136 to 137. 113

At first or sole loading port the cancelling date shall be extended by the number of running days SHINC rounded to the nearest day spent waiting outside the commercial limits of the port for berth (in accordance with the provisions of lines 140 to 144). 114

(c) **Subsequent Port(s)** 115

At second or subsequent port(s) of loading and/or discharging, laytime or time on demurrage shall resume counting from vessel's arrival in loading or discharging berth if available or from vessel's arrival within the commercial limits of the port if berth is unavailable, otherwise the provisions of Clause 17 paragraph (b) shall apply. 116

(d) **Inspection** At the loading port(s), Master's notice of readiness shall be accompanied by pass of the National Cargo Bureau/Port Warden and Grain Inspector's certificate of vessel's readiness in all compartments to be loaded, for the entire cargo covered by this Charterparty as per Clause 3. In the event that vessel loads in subsequent port(s) and is required to re-pass inspections in these ports, any time lost thereat in securing the required certificate shall not count as laytime or time on demurrage. 117

Laytime. 18.—(a) Vessel is to be loaded and discharged within working days of twenty-four (24) consecutive hours each (weather permitting), Sundays and Holidays included (SHINC)*. 118

Sundays and Holidays excepted (SHEX)*. 119

(b) Vessel is to be loaded within working days of twenty-four (24) consecutive hours each (weather permitting), Sundays and Holidays included (SHINC)*. 120

(c) Vessel is to be discharged at the average rate of tons of 2,240 lbs.* per working day of twenty-four (24) consecutive hours (weather permitting), Sundays and Holidays excepted (SHEX)* on the basis of the Bill of Lading weight. 121

(d) Laydays shall be non-reversible* reversible*. 122

(e) Notwithstanding any custom of the port to the contrary, Saturdays shall not count as laytime at loading and discharging port or ports where stevedoring labour and/or grain handling facilities are unavailable on Saturdays or available only at overtime and/or premium rates. 123

In ports where only part of Saturdays is affected by such conditions, as described above, laytime shall count until the expiration of the last straight time period. 124

Where six or more hours of work are performed at normal rates, Saturday shall count as a full lay day. 125

(f) In the event that the vessel is waiting for loading or discharging berth, no laytime is to be deducted during such period for reasons of weather unless the vessel occupying the loading or discharging berth in question is actually prevented from working grain due to weather conditions in which case time so lost is not to count. 126

* Delete as appropriate. 127

Demurrage/ Despatch Money.	19.—Demurrage at loading and/or discharging ports, if incurred, to be paid at the rate ofper day or <i>pro rata</i> for part of a day and shall be paid by Charterers in respect of loading port(s) and by Charterers/Receivers* in respect of discharging port(s). Despatch money to be paid by Owners at half the demurrage rate for all laytime saved at loading and/or discharging ports.	181
	Any time lost for which Charterers/Receivers are responsible, which is not excepted under this Charterparty, shall count as laytime, until same has expired, thence time on demurrage.	182 183 184 185
Shifting.	20.—(a) Shifting expenses and time	186
	(i) Cost of shifting between loading berths and cost of shifting between discharging berths, including bunker fuel used, to be for Owners* account, time counting.	187 188 189 190 191 192 193
Gear and Lights.	(ii) If vessel is required to shift from one loading or discharging berth to a lay berth or anchorage due to subsequent loading or discharging berth(s) not being available, all such shifting expenses, as defined above shall be for Owners* Charterers*/Receivers* account, time counting.	194
	(iii) Cost of shifting from lay berth or anchorage to first loading or first discharging berth to be for Owners' account.	195 196 197
Seaworthy Trim.	(b) Shifting in and out of the same berth If vessel is required by Charterers/Receivers* (or their Agents) to shift out of the loading berth or the discharging berth and back to the same berth, one berth shall be deemed to have been used, but shifting expenses from and back to the loading or discharging berth so incurred shall be for Charterers*/Receivers* account and laytime or time on demurrage shall count.	198 199 200 201 202 203 204 205 206
Draft/ Lighterage.	21.—This clause shall not apply if vessel is gearless, or chartered as such. If required, Master to give free use of vessel's cranes* and power to drive the gear, runners, ropes and slings as on board, and crane drivers* from the crew. If shore regulations do not permit the crew to work cranes* then shore winchmen* if used, to be for Charterers* account at loading port(s) and Receivers*/Charterers* account at discharging port(s). Time lost on account of breakdowns of vessel's gear essential to the loading or discharging of this cargo is not to count as laytime or time on demurrage, and if this Charterparty calls for Charterers/Receivers* to pay for cost of loading or discharging any stevedore standby time charges incurred thereby shall be for Owners' account.	207 208 209
Car Decks, etc.	If required, Master shall give free use of the vessel's lighting as on board for night work.	210
	22.—If ordered to be loaded or discharged at two or more ports, the vessel is to be left in seaworthy trim to Master's satisfaction (not exceeding the requirements of the Safety of Life at Sea Convention as applied in the country in which such ports are situated) for the passage between ports at Charterers' expense at loading and at Charterers*/Receivers* expense at discharging ports, and time used for placing vessel in seaworthy trim shall count as laytime or time on demurrage.	211 212 213 214 215 216 217
Car Decks, etc.	23.—Owners warrant that vessel's deepest salt water draft shall not exceed feet inches on completion of loading and feet inches on arrival at first or sole discharging port. Should the vessel be ordered to discharge at a place in which there is not sufficient water for her to get the first tide after arrival without lightening, and lie always afloat, laytime is to count as per Clause 17 at a safe anchorage for similar vessels bound for such a place and any lighterage expenses incurred to enable her to reach the place of discharge is to be at the expense and risk of the cargo, any custom of the port or place to the contrary notwithstanding, but time occupied in proceeding from the anchorage to the discharging berth is not to count as laytime or time on demurrage.	218 219 220 221
	Unless loading and/or discharging ports are named in this Charterparty, the responsibility for providing safe berths and/or safe ports of loading and/or discharging lies with the Charterers/Receivers* provided Owners have complied with the maximum arrival draft limitations in Lines 210 to 211.	222 223
Car Decks, etc.	24.—It is understood that if this vessel is fitted with car decks, container fittings and/or any other special fittings not connected with the carriage of grain in bulk, any extra expenses incurred in loading and/or discharging as a result of the presence of such car decks, container fittings and/or special fittings are to be for Owners' account. Time so lost shall not count as laytime or time on demurrage.	224 225 226 227
Dues at German Ports	25.—Quay/Weight or Tonnage dues in Germany shall be for Charterers*/Receivers* account.	228 229 230
	26.—All St. Lawrence Seaway and/or Welland Canal tolls on vessel and/or cargo assessed by Canadian and United States Authorities are to be paid and borne by Owners.	231
Water Pollution Clause.	27.—Owners warrant to have secured and to carry aboard the vessel a U.S. Federal Maritime Commission Certificate of Financial Responsibility as required under the U.S. Water Quality Improvement Act of 1970. In addition, Owners agree to comply with any and all Official Regulations pertaining to water pollution as applicable. Any time lost on account of vessel's non-compliance with Government and/or State and/or Provincial regulations pertaining to water pollution shall not count as laytime or time or demurrage.	232 233 234 235 236 237 238
Agents.	28.—Charterers* are to appoint agents at loading port(s) and Owners* are to appoint agents at discharging port(s). In all instances, agency fees shall be for Owners' account but are not to exceed customary applicable fees.	239 240 241 242
Strikes, Stoppages, etc.	29.—If the cargo cannot be loaded by reason of Riots, Civil Commotions or of a Strike or Lock-out of any class of workmen essential to the loading of the cargo, or by reason of obstructions or 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 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 the use of reasonable diligence they could have obtained other suitable labour at rates current before the Strike or Lock-out. In case of any delay by reason of the before mentioned causes, no claim for damages or demurrage shall be made by the Charterers/Receivers of the cargo or Owners of the vessel. For the purpose, however, of settling despatch rebate accounts, any time lost by the vessel through any of the above causes shall be counted as time used in loading, or discharging, as the case may be.	243 244 245 246 247 248 249
Ice.	30.—Loading Port (a) If the Vessel cannot reach the loading port by reason of ice when she is ready to proceed from her last port, or at any time during the voyage, or on her arrival, or if frost sets in after her arrival, the Master—for fear of the Vessel being frozen in—is at liberty to leave without cargo; in such cases this Charter-party shall be null and void. (b) If during loading, the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port with option of completing cargo for Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charterparty to be forwarded to destination at Vessel's expense against payment of the agreed freight, provided that no extra expenses be thereby caused to the Consignees, freight being paid on quantity delivered (in proportion if lump sum), all other conditions as per Charterparty. (c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for the Owners' own account as under sub-clause (b) or to declare the Charterparty null and void unless the Charterers agree to load full cargo at the open port.	250 251 252 253 254 255 256 257 258 259 260 261
Extra Insurance.	Voyage and Discharging Port (d) Should ice prevent the Vessel from reaching the port of discharge, the Charterers/Receivers* shall have the option of keeping the Vessel waiting until the re-opening of navigation and paying demurrage or of ordering the vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the Owners or Master have given notice to the Charterers/Receivers* of impossibility of reaching port of destination. (e) If during discharging, the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest safe and accessible port. Such port to be nominated by Charterers/Receivers* as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port. (f) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Owners shall receive the same freight as if the Vessel had discharged at the original port of destination, except that if the distance to the substitute port exceeds 100 nautical miles the freight on the cargo delivered at that port to be increased in proportion. (g) Spring—This Ice Clause (a) to (f) not to apply in the Spring.	262 263
P. & I. Bunker Clause.	31.—Any extra insurance on cargo incurred owing to vessel's age, class, flag or ownership to be for Owners' account up to a maximum ofand may be deducted from the freight, in Charterers' option. The Charterers shall furnish evidence of payment supporting such deduction.	264 265 266 267
	32.—The vessel shall have the liberty as part of the contract voyage to proceed to any port or ports at which bunker oil is available for the purpose of bunkering at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading or discharge named in this Charterparty and may there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of fuel tanks and deep tanks and any other compartment in which oil can be carried, whether such amount is or is not required for the chartered voyage.	268 269 270
Deviation.	33.—Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an infringement or breach of this Charterparty and the Owners shall not be liable for any loss or damage resulting therefrom; provided, however, that if the deviation is for the purpose of loading or unloading cargo or passengers it shall, <i>prima facie</i> , be regarded as unreasonable.	271 272 273
Lien and Cesser Clause.	34.—The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charterparty. Charterers' liability under this Charterparty is to cease on cargo being shipped except for payment of freight, deadfreight, and demurrage at loading, and except for all other matters provided for in this Charterparty where the Charterers' responsibility is specified.	274 275 276 277 278 279 280 281
Exceptions.	35 —Owners shall be bound before and at the beginning of the voyage to exercise due diligence to make the ship seaworthy and to have her properly manned, equipped and supplied and neither the vessel nor the Master or Owners shall be or shall be held liable for any loss of or damage or delay to the cargo for causes excepted by the U.S. Carriage of Goods by Sea Act, 1936 or the Canadian Water Carriage of Goods Act, 1936. And neither the vessel, her Master or Owners, nor the Charterers or Receivers shall, unless otherwise in this Charterparty expressly provided, be responsible for loss of or damage or delay to or failure to supply, load, discharge or deliver the cargo arising or resulting from:—Act of God, act of war, act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people; seizure under legal process, provided bond is promptly furnished to release the vessel or cargo; floods; fires; blockades; riots; insurrections; Civil Commotions; earthquakes; explosions. No exception afforded the Charterers or Receivers under this clause shall relieve the Charterers or Receivers of or diminish their obligations for payment of any sums due to the Owners under provisions of this Charterparty.	282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

* Delete as appropriate.

U.S.A. Clause Paramount.	36.—If the vessel loads in the U.S.A. the U.S.A. Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows: “This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such terms shall be void to that extent, but no further.”	282 283 284 285 286
Canadian Clause Paramount.	37.—If the vessel loads in Canada the Canadian Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows: “This Bill of Lading, so far as it relates to the carriage of goods by water, shall have effect, subject to the provisions of the Water Carriage of Goods Act 1936, enacted by the Parliament of the Dominion of Canada, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities, or an increase of any of its responsibilities or liabilities under the said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such terms shall be void to that extent, but no further.”	287 288 289 290 291
Both-to-Blame Collision Clause.	38.—If the liability for any collision in which the vessel is involved while performing this Charterparty falls to be determined in accordance with the laws of the United States of America, the following clause shall apply: “If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or carrier. The foregoing provisions shall also apply where the Owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect to a collision or contact.” The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.	292 293 294 295 296 297 298 299 300 301
General Average/ New Jason	39.—General Average shall be payable according to the York/Antwerp Rules 1950 and shall be settled in Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply: “In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by Statute, contract or otherwise, the goods, 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 salving vessel is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such 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. The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.	302 303 304 305 306 307 308 309 310 311
War Risks	40.—1. No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the vessel has been ordered to discharge, either on signing Bills of Lading or thereafter, be one to which the vessel is or shall be prohibited from going by the Government of the Nation under whose flag the vessel sails or by any other Government, the owner shall discharge the cargo at any other port covered by this Charterparty as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the vessel had discharged at the port or ports of discharge to which she was originally ordered. 2. The vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or by any other Government or any department thereof, or any person acting or purporting to act with the authority of such Government, or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the vessel, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.	312 313 314 315 316 317 318 319 320 321 322
Address Commission.	41.—An address commission of % on gross freight, deadfreight and demurrage is due to Charterers at time freight and/or demurrage is paid, vessel lost or not lost, Charterers having the right to deduct such commission from payment of freight and/or demurrage.	323 324
Brokerage Commission.	42.—A brokerage commission of % on gross freight, deadfreight, and demurrage is payable by Owners to	325 326 327
Assignment	43.—Charterers have the privilege of transferring/assigning/reletting all or part of this Charterparty to others (guaranteeing to the Owners the due fulfilment of this Charterparty).	328 329
Arbitration:	44.—(a) New York. All disputes arising out of this contract shall be arbitrated at New York in the following manner, and be subject to U.S. Law: One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the court. The Arbitrators shall be commercial men. Such Arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. For disputes where the total amount claimed by either party does not exceed U.S. \$3,500.00, or amount as mutually agreed, the Arbitration may be conducted in accordance with the Simplified Arbitration Procedure of the Society of Maritime Arbitrators, Inc. if so desired by both parties.	330 331 332 333 334 335
<i>Delete para. (a) or (b) as appropriate.</i>	(b) London. All disputes arising out of this contract shall be arbitrated at London and, unless the parties agree forthwith on a single Arbitrator, be referred to the final arbitration of two Arbitrators carrying on business in London who shall be Members of the Baltic Mercantile & Shipping Exchange and engaged in the Shipping and/or Grain Trades, one to be appointed by each of the parties, with power to such Arbitrators to appoint an Umpire. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above, unless objection to his action be taken before the award is made. Any disputes arising under this Charterparty shall be governed by English Law.	336 337 338 339 340

* Delete as appropriate.