



Part I

1. Shipbroker	RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME COUNCIL UNIFORM GENERAL CHARTER (AS REVISED 1922, 1976 and 1994) (To be used for trades for which no specially approved form is in force) CODE NAME: "GENCON"
3. Owners/Place of business (Cl. 1)	2. Place and date
5. Vessel's name (Cl. 1)	4. Charterers/Place of business (Cl. 1)
7. DWT all told on summer load line in metric tons (abt.) (Cl. 1)	6. GT/NT (Cl. 1)
9. Expected ready to load (abt.) (Cl. 1)	8. Present position (Cl. 1)
10. Loading port or place (Cl. 1)	11. Discharging port or place (Cl. 1)
12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1)	
13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4)	14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4)
15. State if vessel's cargo handling gear shall not be used (Cl. 5)	16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b). If total laytime for load. and disch., fill in c) only) (Cl. 6)
17. Shippers/Place of business (Cl. 6)	a) Laytime for loading
18. Agents (loading) (Cl. 6)	b) Laytime for discharging
19. Agents (discharging) (Cl. 6)	c) Total laytime for loading and discharging
20. Demurrage rate and manner payable (loading and discharging) (Cl. 7)	21. Cancelling date (Cl. 9)
23. Freight Tax (state if for the Owners' account) (Cl. 13 (c))	22. General Average to be adjusted at (Cl. 12)
25. Law and Arbitration (state 19 (a), 19 (b) or 19 (c) of Cl. 19; if 19 (c) agreed also state Place of Arbitration) (if not filled in 19 (a) shall apply) (Cl. 19)	24. Brokerage commission and to whom payable (Cl. 15)
(a) State maximum amount for small claims/shortened arbitration (Cl. 19)	26. Additional clauses covering special provisions, if agreed

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

Signature (Owners)	Signature (Charterers)
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PART II

"Gencon" Charter (As Revised 1922, 1976 and 1994)

1. It is agreed between the party mentioned in Box 3 as the Owners of the Vessel named in Box 5, of the GT/NT indicated in Box 6 and carrying about the number of metric tons of deadweight capacity all told on summer loadline stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter Party about the date indicated in Box 9, and the party mentioned as the Charterers in Box 4 that: The said Vessel shall, as soon as her prior commitments have been completed, proceed to the loading port(s) or place(s) stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo (if shipment of deck cargo agreed same to be at the Charterers' risk and responsibility) as stated in Box 12, which the Charterers bind themselves to ship, and being so loaded the Vessel shall proceed to the discharging port(s) or place(s) stated in Box 11 as ordered on signing Bills of Lading, or so near thereto as she may safely get and lie always afloat, and there deliver the cargo.	1 2 3 4 5 6 7 8 9 10 11 12 13 14	always work under the supervision of the Master. (c) <i>Stevedore Damage</i> The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores. Such damage shall be notified as soon as reasonably possible by the Master to the Charterers or their agents and to their Stevedores, failing which the Charterers shall not be held responsible. The Master shall endeavour to obtain the Stevedores' written acknowledgement of liability. The Charterers are obliged to repair any stevedore damage prior to completion of the voyage, but must repair stevedore damage affecting the Vessel's seaworthiness or class before the Vessel sails from the port where such damage was caused or found. All additional expenses incurred shall be for the account of the Charterers and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.	75 76 77 78 79 80 81 82 83 84 85 86 87 88
2. Owners' Responsibility Clause The Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by personal want of due diligence on the part of the Owners or their Manager to make the Vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied, or by the personal act or default of the Owners or their Manager. And the Owners are not responsible for loss, damage or delay arising from any other cause whatsoever, even from the neglect or default of the Master or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this Clause, be responsible, or from unseaworthiness of the Vessel on loading or commencement of the voyage or at any time whatsoever.	15 16 17 18 19 20 21 22 23 24 25 26 27	6. Laytime * (a) <i>Separate laytime for loading and discharging</i> The cargo shall be loaded within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count. The cargo shall be discharged within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count. (b) <i>Total laytime for loading and discharging</i> The cargo shall be loaded and discharged within the number of total running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count. (c) <i>Commencement of laytime (loading and discharging)</i> Laytime for loading and discharging shall commence at 13.00 hours, if notice of readiness is given up to and including 12.00 hours, and at 06.00 hours next working day if notice given during office hours after 12.00 hours. Notice of readiness at loading port to be given to the Shippers named in Box 17 or if not named, to the Charterers or their agents named in Box 18. Notice of readiness at the discharging port to be given to the Receivers or, if not known, to the Charterers or their agents named in Box 19. If the loading/discharging berth is not available on the Vessel's arrival at or off the port of loading/discharging, the Vessel shall be entitled to give notice of readiness within ordinary office hours on arrival there, whether in free pratique or not, whether customs cleared or not. Laytime or time on demurrage shall then count as if she were in berth and in all respects ready for loading/discharging provided that the Master warrants that she is in fact ready in all respects. Time used in moving from the place of waiting to the loading/discharging berth shall not count as laytime. If, after inspection, the Vessel is found not to be ready in all respects to load/dischARGE time lost after the discovery thereof until the Vessel is again ready to load/dischARGE shall not count as laytime. Time used before commencement of laytime shall count. * <i>Indicate alternative (a) or (b) as agreed, in Box 16.</i>	89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121
3. Deviation Clause The Vessel has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist Vessels in all situations, and also to deviate for the purpose of saving life and/or property.	28 29 30 31	7. Demurrage Demurrage at the loading and discharging port is payable by the Charterers at the rate stated in Box 20 in the manner stated in Box 20 per day or pro rata for any part of a day. Demurrage shall fall due day by day and shall be payable upon receipt of the Owners' invoice. In the event the demurrage is not paid in accordance with the above, the Owners shall give the Charterers 96 running hours written notice to rectify the failure. If the demurrage is not paid at the expiration of this time limit and if the vessel is in or at the loading port, the Owners are entitled at any time to terminate the Charter Party and claim damages for any losses caused thereby.	122 123 124 125 126 127 128 129 130 131
4. Payment of Freight (a) The freight at the rate stated in Box 13 shall be paid in cash calculated on the intaken quantity of cargo. (b) <i>Prepaid.</i> If according to Box 13 freight is to be paid on shipment, it shall be deemed earned and non-returnable, Vessel and/or cargo lost or not lost. Neither the Owners nor their agents shall be required to sign or endorse bills of lading showing freight prepaid unless the freight due to the Owners has actually been paid. (c) <i>On delivery.</i> If according to Box 13 freight, or part thereof, is payable at destination it shall not be deemed earned until the cargo is thus delivered. Notwithstanding the provisions under (a), if freight or part thereof is payable on delivery of the cargo the Charterers shall have the option of paying the freight on delivered weight/quantity provided such option is declared before breaking bulk and the weight/quantity can be ascertained by official weighing machine, joint draft survey or tally. Cash for Vessel's ordinary disbursements at the port of loading to be advanced by the Charterers, if required, at highest current rate of exchange, subject to two (2) per cent to cover insurance and other expenses.	32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49	8. Lien Clause The Owners shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering same.	132 133 134 135 136
5. Loading/Discharging (a) <i>Costs/Risks</i> The cargo shall be brought into the holds, loaded, stowed and/or trimmed, tallied, lashed and/or secured and taken from the holds and discharged by the Charterers, free of any risk, liability and expense whatsoever to the Owners. The Charterers shall provide and lay all dunnage material as required for the proper stowage and protection of the cargo on board, the Owners allowing the use of all dunnage available on board. The Charterers shall be responsible for and pay the cost of removing their dunnage after discharge of the cargo under this Charter Party and time to count until dunnage has been removed. (b) <i>Cargo Handling Gear</i> Unless the Vessel is gearless or unless it has been agreed between the parties that the Vessel's gear shall not be used and stated as such in Box 15, the Owners shall throughout the duration of loading/discharging give free use of the Vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear. All such equipment to be in good working order. Unless caused by negligence of the stevedores, time lost by breakdown of the Vessel's cargo handling gear or motive power - pro rata the total number of cranes/winchmen required at that time for the loading/discharging of cargo under this Charter Party - shall not count as laytime or time on demurrage. On request the Owners shall provide free of charge cranesmen/winchmen from the crew to operate the Vessel's cargo handling gear, unless local regulations prohibit this, in which latter event shore labourers shall be for the account of the Charterers. Cranesmen/winchmen shall be under the Charterers' risk and responsibility and as stevedores to be deemed as their servants but shall	50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74	9. Cancelling Clause (a) Should the Vessel not be ready to load (whether in berth or not) on the cancelling date indicated in Box 21, the Charterers shall have the option of cancelling this Charter Party. (b) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready to load by the cancelling date, they shall notify the Charterers thereof without delay stating the expected date of the Vessel's readiness to load and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancelling date. Such option must be declared by the Charterers within 48 running hours after the receipt of the Owners' notice. If the Charterers do not exercise their option of cancelling, then this Charter Party shall be deemed to be amended such that	137 138 139 140 141 142 143 144 145 146 147 148

PART II

"Gencon" Charter (As Revised 1922, 1976 and 1994)

the seventh day after the new readiness date stated in the Owners' notification	149	at any time during the voyage to the port or ports of loading or after her arrival	220
the Charterers shall be the new cancelling date.	150	there, the Master or the Owners may ask the Charterers to declare, that they	221
The provisions of sub-clause (b) of this Clause shall operate only once, and in	151	agree to reckon the laydays as if there were no strike or lock-out. Unless the	222
case of the Vessel's further delay, the Charterers shall have the option of	152	Charterers have given such declaration in writing (by telegram, if necessary)	223
cancelling the Charter Party as per sub-clause (a) of this Clause.	153	within 24 hours, the Owners shall have the option of cancelling this Charter	224
10. Bills of Lading	154	Party. If part cargo has already been loaded, the Owners must proceed with	225
Bills of Lading shall be presented and signed by the Master as per the	155	same, (freight payable on loaded quantity only) having liberty to complete with	226
"Congenbill" Bill of Lading form, Edition 1994, without prejudice to this Charter	156	other cargo on the way for their own account.	227
Party, or by the Owners' agents provided written authority has been given by	157	(b) If there is a strike or lock-out affecting or preventing the actual discharging	228
Owners to the agents, a copy of which is to be furnished to the Charterers. The	158	of the cargo on or after the Vessel's arrival at or off port of discharge and same	229
Charterers shall indemnify the Owners against all consequences or liabilities	159	has not been settled within 48 hours, the Charterers shall have the option of	230
that may arise from the signing of bills of lading as presented to the extent that	160	keeping the Vessel waiting until such strike or lock-out is at an end against	231
the terms or contents of such bills of lading impose or result in the imposition of	161	paying half demurrage after expiration of the time provided for discharging	232
more onerous liabilities upon the Owners than those assumed by the Owners	162	until the strike or lock-out terminates and thereafter full demurrage shall be	233
under this Charter Party.	163	payable until the completion of discharging, or of ordering the Vessel to a safe	234
11. Both-to-Blame Collision Clause	164	port where she can safely discharge without risk of being detained by strike or	235
If the Vessel comes into collision with another vessel as a result of the	165	lock-out. Such orders to be given within 48 hours after the Master or the	236
negligence of the other vessel and any act, neglect or default of the Master,	166	Owners have given notice to the Charterers of the strike or lock-out affecting	237
Mariner, Pilot or the servants of the Owners in the navigation or in the	167	the discharge. On delivery of the cargo at such port, all conditions of this	238
management of the Vessel, the owners of the cargo carried hereunder will	168	Charter Party and of the Bill of Lading shall apply and the Vessel shall receive	239
indemnify the Owners against all loss or liability to the other or non-carrying	169	the same freight as if she had discharged at the original port of destination,	240
vessel or her owners in so far as such loss or liability represents loss of, or	170	except that if the distance to the substituted port exceeds 100 nautical miles,	241
damage to, or any claim whatsoever of the owners of said cargo, paid or	171	the freight on the cargo delivered at the substituted port to be increased in	242
payable by the other or non-carrying vessel or her owners to the owners of said	172	proportion.	243
cargo and set-off, recouped or recovered by the other or non-carrying vessel	173	(c) Except for the obligations described above, neither the Charterers nor the	244
or her owners as part of their claim against the carrying Vessel or the Owners.	174	Owners shall be responsible for the consequences of any strikes or lock-outs	245
The foregoing provisions shall also apply where the owners, operators or those	175	preventing or affecting the actual loading or discharging of the cargo.	246
in charge of any vessel or vessels or objects other than, or in addition to, the	176	17. War Risks ("Voywar 1993")	247
colliding vessels or objects are at fault in respect of a collision or contact.	177	(1) For the purpose of this Clause, the words:	248
12. General Average and New Jason Clause	178	(a) The "Owners" shall include the shipowners, bareboat charterers,	249
General Average shall be adjusted in London unless otherwise agreed in Box	179	disponent owners, managers or other operators who are charged with the	250
22 according to York-Antwerp Rules 1994 and any subsequent modification	180	management of the Vessel, and the Master; and	251
thereof. Proprietors of cargo to pay the cargo's share in the general expenses	181	(b) "War Risks" shall include any war (whether actual or threatened), act of	252
even if same have been necessitated through neglect or default of the Owners'	182	war, civil war, hostilities, revolution, rebellion, civil commotion, warlike	253
servants (see Clause 2).	183	operations, the laying of mines (whether actual or reported), acts of piracy,	254
If General Average is to be adjusted in accordance with the law and practice of	184	acts of terrorists, acts of hostility or malicious damage, blockades	255
the United States of America, the following Clause shall apply: "In the event of	185	(whether imposed against all Vessels or imposed selectively against	256
accident, danger, damage or disaster before or after the commencement of the	186	Vessels of certain flags or ownership, or against certain cargoes or crews	257
voyage, resulting from any cause whatsoever, whether due to negligence or	187	or otherwise howsoever), by any person, body, terrorist or political group,	258
not, for which, or for the consequence of which, the Owners are not	188	or the Government of any state whatsoever, which, in the reasonable	259
responsible, by statute, contract or otherwise, the cargo shippers, consignees	189	judgement of the Master and/or the Owners, may be dangerous or are	260
or the owners of the cargo shall contribute with the Owners in General Average	190	likely to be or to become dangerous to the Vessel, her cargo, crew or other	261
to the payment of any sacrifices, losses or expenses of a General Average	191	persons on board the Vessel.	262
nature that may be made or incurred and shall pay salvage and special charges	192	(2) If at any time before the Vessel commences loading, it appears that, in the	263
incurred in respect of the cargo. If a salving vessel is owned or operated by the	193	reasonable judgement of the Master and/or the Owners, performance of	264
Owners, salvage shall be paid for as fully as if the said salving vessel or vessels	194	the Contract of Carriage, or any part of it, may expose, or is likely to expose,	265
belonged to strangers. Such deposit as the Owners, or their agents, may deem	195	the Vessel, her cargo, crew or other persons on board the Vessel to War	266
sufficient to cover the estimated contribution of the goods and any salvage and	196	Risks, the Owners may give notice to the Charterers cancelling this	267
special charges thereon shall, if required, be made by the cargo, shippers,	197	Contract of Carriage, or may refuse to perform such part of it as may	268
consignees or owners of the goods to the Owners before delivery."	198	expose, or may be likely to expose, the Vessel, her cargo, crew or other	269
13. Taxes and Dues Clause	199	persons on board the Vessel to War Risks; provided always that if this	270
(a) <u>On Vessel</u> -The Owners shall pay all dues, charges and taxes customarily	200	Contract of Carriage provides that loading or discharging is to take place	271
levied on the Vessel, howsoever the amount thereof may be assessed.	201	within a range of ports, and at the port or ports nominated by the Charterers	272
(b) <u>On cargo</u> -The Charterers shall pay all dues, charges, duties and taxes	202	the Vessel, her cargo, crew, or other persons onboard the Vessel may be	273
customarily levied on the cargo, howsoever the amount thereof may be	203	exposed, or may be likely to be exposed, to War Risks, the Owners shall	274
assessed.	204	first require the Charterers to nominate any other safe port which lies	275
(c) <u>On freight</u> -Unless otherwise agreed in Box 23, taxes levied on the freight	205	within the range for loading or discharging, and may only cancel this	276
shall be for the Charterers' account.	206	Contract of Carriage if the Charterers shall not have nominated such safe	277
14. Agency	207	port or ports within 48 hours of receipt of notice of such requirement.	278
In every case the Owners shall appoint their own Agent both at the port of	208	(3) The Owners shall not be required to continue to load cargo for any voyage,	279
loading and the port of discharge.	209	or to sign Bills of Lading for any port or place, or to proceed or continue on	280
15. Brokerage	210	any voyage, or on any part thereof, or to proceed through any canal or	281
A brokerage commission at the rate stated in Box 24 on the freight, dead-freight	211	waterway, or to proceed to or remain at any port or place whatsoever,	282
and demurrage earned is due to the party mentioned in Box 24.	212	where it appears, either after the loading of the cargo commences, or at	283
In case of non-execution 1/3 of the brokerage on the estimated amount of	213	any stage of the voyage thereafter before the discharge of the cargo is	284
freight to be paid by the party responsible for such non-execution of	214	completed, that, in the reasonable judgement of the Master and/or the	285
Brokers as indemnity for the latter's expenses and work. In case of more	215	Owners, the Vessel, her cargo (or any part thereof), crew or other persons	286
voyages the amount of indemnity to be agreed.	216	on board the Vessel (or any one or more of them) may be, or are likely to be,	287
16. General Strike Clause	217	exposed to War Risks. If it should so appear, the Owners may by notice	288
(a) If there is a strike or lock-out affecting or preventing the actual loading of the	218	request the Charterers to nominate a safe port for the discharge of the	289
cargo, or any part of it, when the Vessel is ready to proceed from her last port or	219	cargo or any part thereof, and if within 48 hours of the receipt of such	290
		notice, the Charterers shall not have nominated such a port, the Owners	291
		may discharge the cargo at any safe port of their choice (including the port	292
		of loading) in complete fulfilment of the Contract of Carriage. The Owners	293
		shall be entitled to recover from the Charterers the extra expenses of such	294
		discharge and, if the discharge takes place at any port other than the	295
		loading port, to receive the full freight as though the cargo had been	296

PART II

"Gencon" Charter (As Revised 1922, 1976 and 1994)

carried to the discharging port and if the extra distance exceeds 100 miles,	297	of destination.	373
to additional freight which shall be the same percentage of the freight	298	(b) If during discharging the Master for fear of the Vessel being frozen in deems	374
contracted for as the percentage which the extra distance represents to	299	it advisable to leave, he has liberty to do so with what cargo he has on board and	375
the distance of the normal and customary route, the Owners having a lien	300	to proceed to the nearest accessible port where she can safely discharge.	376
on the cargo for such expenses and freight.	301	(c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall	377
(4) If at any stage of the voyage after the loading of the cargo commences, it	302	apply and the Vessel shall receive the same freight as if she had discharged at	378
appears that, in the reasonable judgement of the Master and/or the	303	the original port of destination, except that if the distance of the substituted port	379
Owners, the Vessel, her cargo, crew or other persons on board the Vessel	304	exceeds 100 nautical miles, the freight on the cargo delivered at the substituted	380
may be, or are likely to be, exposed to War Risks on any part of the route	305	port to be increased in proportion.	381
(including any canal or waterway) which is normally and customarily used	306		
in a voyage of the nature contracted for, and there is another longer route	307	19. Law and Arbitration	382
to the discharging port, the Owners shall give notice to the Charterers that	308	* (a) This Charter Party shall be governed by and construed in accordance with	383
this route will be taken. In this event the Owners shall be entitled, if the total	309	English law and any dispute arising out of this Charter Party shall be referred to	384
extra distance exceeds 100 miles, to additional freight which shall be the	310	arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or	385
same percentage of the freight contracted for as the percentage which the	311	any statutory modification or re-enactment thereof for the time being in force.	386
extra distance represents to the distance of the normal and customary	312	Unless the parties agree upon a sole arbitrator, one arbitrator shall be	387
route.	313	appointed by each party and the arbitrators so appointed shall appoint a third	388
(5) The Vessel shall have liberty:-	314	arbitrator, the decision of the three-man tribunal thus constituted or any two of	389
(a) to comply with all orders, directions, recommendations or advice as to	315	them, shall be final. On the receipt by one party of the nomination in writing of	390
departure, arrival, routes, sailing in convoy, ports of call, stoppages,	316	the other party's arbitrator, that party shall appoint their arbitrator within	391
destinations, discharge of cargo, delivery or in any way whatsoever which	317	fourteen days, failing which the decision of the single arbitrator appointed shall	392
are given by the Government of the Nation under whose flag the Vessel	318	be final.	393
sails, or other Government to whose laws the Owners are subject, or any	319	For disputes where the total amount claimed by either party does not exceed	394
other Government which so requires, or any body or group acting with the	320	the amount stated in Box 25** the arbitration shall be conducted in accordance	395
power to compel compliance with their orders or directions;	321	with the Small Claims Procedure of the London Maritime Arbitrators	396
(b) to comply with the orders, directions or recommendations of any war	322	Association.	397
risks underwriters who have the authority to give the same under the terms	323	* (b) This Charter Party shall be governed by and construed in accordance with	398
of the war risks insurance;	324	Title 9 of the United States Code and the Maritime Law of the United States and	399
(c) to comply with the terms of any resolution of the Security Council of the	325	should any dispute arise out of this Charter Party, the matter in dispute shall be	400
United Nations, any directives of the European Community, the effective	326	referred to three persons at New York, one to be appointed by each of the	401
orders of any other Supranational body which has the right to issue and	327	parties hereto, and the third by the two so chosen; their decision or that of any	402
give the same, and with national laws aimed at enforcing the same to which	328	two of them shall be final, and for purpose of enforcing any award, this	403
the Owners are subject, and to obey the orders and directions of those who	329	agreement may be made a rule of the Court. The proceedings shall be	404
are charged with their enforcement;	330	conducted in accordance with the rules of the Society of Maritime Arbitrators,	405
(d) to discharge at any other port any cargo or part thereof which may	331	Inc..	406
render the Vessel liable to confiscation as a contraband carrier;	332	For disputes where the total amount claimed by either party does not exceed	407
(e) to call at any other port to change the crew or any part thereof or other	333	the amount stated in Box 25** the arbitration shall be conducted in accordance	408
persons on board the Vessel when there is reason to believe that they may	334	with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators,	409
be subject to internment, imprisonment or other sanctions;	335	Inc..	410
(f) where cargo has not been loaded or has been discharged by the	336	(c) Any dispute arising out of this Charter Party shall be referred to arbitration at	411
Owners under any provisions of this Clause, to load other cargo for the	337	the place indicated in Box 25, subject to the procedures applicable there. The	412
Owners' own benefit and carry it to any other port or ports whatsoever,	338	laws of the place indicated in Box 25 shall govern this Charter Party.	413
whether backwards or forwards or in a contrary direction to the ordinary or	339	(d) If Box 25 in Part 1 is not filled in, sub-clause (a) of this Clause shall apply.	414
customary route.	340	(a), (b) and (c) are alternatives; indicate alternative agreed in Box 25.	415
(6) If in compliance with any of the provisions of sub-clauses (2) to (5) of this	341	** Where no figure is supplied in Box 25 in Part 1, this provision only shall be void but	416
Clause anything is done or not done, such shall not be deemed to be a	342	the other provisions of this Clause shall have full force and remain in effect.	417
deviation, but shall be considered as due fulfilment of the Contract of	343		
Carriage.	344		
18. General Ice Clause	345		
<i>Port of loading</i>	346		
(a) In the event of the loading port being inaccessible by reason of ice when the	347		
Vessel is ready to proceed from her last port or at any time during the voyage or	348		
on the Vessel's arrival or in case frost sets in after the Vessel's arrival, the	349		
Master for fear of being frozen in is at liberty to leave without cargo, and this	350		
Charter Party shall be null and void.	351		
(b) If during loading the Master, for fear of the Vessel being frozen in, deems it	352		
advisable to leave, he has liberty to do so with what cargo he has on board and	353		
to proceed to any other port or ports with option of completing cargo for the	354		
Owners' benefit for any port or ports including port of discharge. Any part	355		
cargo thus loaded under this Charter Party to be forwarded to destination at the	356		
Vessel's expense but against payment of freight, provided that no extra	357		
expenses be thereby caused to the Charterers, freight being paid on quantity	358		
delivered (in proportion if lumpsum), all other conditions as per this Charter	359		
Party.	360		
(c) In case of more than one loading port, and if one or more of the ports are	361		
closed by ice, the Master or the Owners to be at liberty either to load the part	362		
cargo at the open port and fill up elsewhere for their own account as under	363		
section (b) or to declare the Charter Party null and void unless the Charterers	364		
agree to load full cargo at the open port.	365		
<i>Port of discharge</i>	366		
(a) Should ice prevent the Vessel from reaching port of discharge the	367		
Charterers shall have the option of keeping the Vessel waiting until the re-	368		
opening of navigation and paying demurrage or of ordering the Vessel to a safe	369		
and immediately accessible port where she can safely discharge without risk of	370		
detention by ice. Such orders to be given within 48 hours after the Master or the	371		
Owners have given notice to the Charterers of the impossibility of reaching port	372		