**PART II**

"Gencor" 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 1, as hereinafter mentioned, and the party mentioned in Box 2 as the Charter Party that the Vessel named in Box 1 shall be hired by the Charterers on the terms and conditions hereinafter set out.

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 take care of the Vessel in all respects seaworthily and to secure that she is properly manned, equipped and supplied, or by the personal act or default of the Master or his Mates.

And the Owners are not responsible for loss, damage or delay arising from any other cause whatsoever, even if, in the opinion of Charterers or their agents, the said cause or cause of the loss, damage or delay is due to any negligence of the Charterers, their agents or their Stevedores, failing which the Charterers shall not be held responsible.

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 assist vessels in all situations, and also to deviate for the purpose of saving life and/or property.

4. Payment of Freight

(a) (a) A freight rate to be stated in Box 13 shall be paid in cash calculated on the

(b) (b) If, according to Box 13 freight 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 to declare freight prepaid unless the freight due to the Owners has actually been paid.

(c) (c) On delivery, if according to Box 13 freight, or part thereof, is payable at destination, 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 to declare freight prepaid unless the freight due to the Owners has actually been paid.

5. Loading/Discharging

(a) (a) Costs/Risks

(b) Cargo Handling Gear

Unless the Vessel is gearless or unless it has been agreed between the parties that the Charterers shall not be held responsible, the Vessel shall be held responsible for, or shall be at the expense of the Charterers.

The Charterers shall provide and lay all dunnage material as required for the proper stowage and protection of the cargo on board. The Charterers allowing the use of all dunnage available on board. The Charterers shall be responsible for loading and discharging, unless otherwise agreed in Box 21, the Charterers shall have the option of canceling the Charter Party and time to count until dunnage has been removed.

(b) Cargo Handling Gear

The Charterers shall be responsible for the safe and proper handling and discharge of cargo, including the entire process of cargo handling and discharge, and any damages or losses incurred in respect of the cargo. The Charterers shall be responsible for the harmless discharge of the cargo and any damages or losses incurred in respect of the cargo.

6. Laytime

(a) Separate laytime for loading and discharging

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 total running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.

(b) Total laytime for loading and discharging

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) Commencement of laytime (loading and discharging)

Laytime for loading and discharging shall commence at 13.00 hours, if notice of readiness to load is given to the Owners by 09.00 hours on the working day if notice given during office hours after 12.00 hours. Notice of
PART II “Gencon” Charter (As Revised 1922, 1976 and 1994)

14. Agency
In every case the Owners shall appoint their own Agent both at the port of loading and the port of discharge.

15. Brokerage
A brokerage commission at the rate stated in Box 24 on the freight, dead freight and demurrage earned is due by the party mentioned in Box 24.

In case of non – execution 1/3 of the brokerage on the estimated amount of freight, dead freight and demurrage earned is due by the party mentioned in Box 24 to the Brokers as indemnity for the latter’s expenses and work.

In case of more voyages the amount of indemnity to be agreed.

16. General Strike Clause
(a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, whenever it may occur, the Owners may give notice to the Charterers cancelling this Charter Party in full and the Charterers shall order the Vessel to be discharged at any port which the Owners may select.

(b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo, or any part of it, whenever it may occur, the Owners may give notice to the Charterers of the strike or lock-out affecting or preventing the actual discharging of the cargo, or any part of it, before or after the Vessel has arrived or cleared at the original port of destination.

(c) Except for the obligations described above, neither the Charterers nor the Owners shall be required to continue to load cargo for any voyage, or to continue loading or discharging cargo for any voyage, or to perform any strikes or lock-outs preventing or affecting the actual loading or discharging of the cargo.

17. War Risks (“Voyvar 1993”)
(1) For the purpose of this Clause, the words:

(a) “The Owners” shall include the shipowners, bareboat charterers, lessors of vessels on long-term charter, owners or managers of any person, firm, or body, which is financially responsible for the performance of the Contract of Carriage.

(b) “The Charterers” shall include the Charterers on any part of the voyage, or the persons responsible for the performance of the Contract of Carriage or the charter party or contract of carriage.

(c) “The Master” shall include the master, master’s representative, and other persons on board the Vessel.

(2) If 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 be exposed, or is likely to expose, the Vessel, her crew, her cargo, her crew or other persons on board the Vessel, to the risks of War, or to be in any way prejudicial to the safety of the Vessel, her crew, or any other persons on board the Vessel.

(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 whatsoever, where it is probable, or where it may be advisable, that the loading, unloading, or discharge, or any other operations, on the Vessel or between the Vessel and any other person or persons, may be or are likely to be exposed, or may be or are likely to be prejudicial to the safety of the Vessel, her cargo, her crew, or other persons on board the Vessel.

(4) In any case of the strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, whenever it may occur, the Charterers shall have the option of keeping the Vessel waiting until such time as the damage mentioned in sub-clause (a) of this Clause has been repaired or made good.

(5) The Vessel shall have liberty:-

(a) to comply with all orders, directions, recommendations or advice as to the loading, unloading, discharge, destination, despatch, or delivery of cargo, as well as with those relating to the carriage of more than one ship, or with the joint control of more than one ship, or with any special privilege, or with the despatch of more than one cargo, or with any other regulations made or enforced by the Master or the Owners or by any person, body, terrorist or political group, or 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 against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever.

(b) to comply with all orders, directions, recommendations or advice as to the loading, unloading, discharge, destination, despatch, or delivery of cargo, as well as with those relating to the carriage of more than one ship, or with the joint control of more than one ship, or with any special privilege, or with the despatch of more than one cargo, or with any other regulations made or enforced by the Master or the Owners or by any person, body, terrorist or political group, or against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever.

(c) to comply with the terms of any resolution of the Security Council of the United Nations, or any other international authority or organisation, or with any regulations made or enforced by the Master or the Owners or by any person, body, terrorist or political group, or against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever.

The Vessel may discharge the cargo at any safe port of their choice (including the port of loading or discharge) and may only cancel this Charter Party if the Charterers shall not have nominated such safe port within 48 hours.

18. General Cargo Clause

19. Law and Arbitration

(a) This Charter Party shall be governed by and construed in accordance with the law of England, and the laws of the United Kingdom shall govern any disputes arising under this Charter Party. The parties agree that the arbitration, if any, shall take place in London in accordance with the Arbitration Acts 1950 and 1979 or any other Act of Statute of England then in force.

(b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising under this Charter Party shall be referred to arbitration in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.

(c) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising under this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or any other applicable law or re-enactment thereof for the time being in force.

(d) All disputes arising out of this Charter Party shall be referred to arbitration at the place stated in Box 25, subject to the procedures applicable there. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.

(e) In the event of arbitration, the decision of the sole arbitrator or a majority of two arbitrators shall be final, and for purpose of enforcing any award, this arbitration shall be made final under the laws of the country where the Vessel is domiciled. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.