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GEMİ TİPİ, BÖLGE VE YÜK TÜRÜNE GÖRE KULLANILAN CHARTER SÖZLEŞMELERİ VE BU SÖZLEŞMELERDEKİ KLOZLARIN KARŞILAŞTIRILMASI

YÜKSEK LİSANS TEZİ

Aykut SOYDAN
512041002

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Tez Danışmanı : **Yrd.Doç.Dr. Münip BAŞ**
Diğer Jüri Üyeleri **Prof.Dr. Necmettin AKTEN (A.Ü.)**
Yrd.Doç.Dr. Cemil YURTÖREN (B.Ü.)

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ÖNSÖZ

Sadece birkaç sektör, denizcilik sektörü kadar çok uluslu bir yapıya sahiptir. Bir Yunanlı donatanın sahip olduğu gemi, Amerikalı bir kiracıya zaman esaslı olarak kiralanmış, sefer esaslı bir sözleşme ile de Çinli bir işadamına tahsis edilmiş, Lloyd's tarafından tekne-makine sigortası yapılmış ve bir Norveç P&I Klubüne üye olup, Rus ve Filipinli personelle donatılmış olabilir. Bunun yanı sıra, gemi dünyanın çeşitli limanlarına da birçok farklı sefer ile uğrayabilir. Bu kadar çok uluslar arası dinamiklere sahip olan denizcilik sektöründe elbette Charter Party'lerin yeri azımsanmayacak kadar önemlidir.

Bu çalışma, on üç senelik denizcilik eğitimimin yanı sıra, geçmişte aldığım deniz adamı eğitimi ve öğretiminden yola çıkarak hazırlanmış ve bu süreç içersinde şahsi kariyerime yadsınamayacak katkıları olacağına inandığım ve bu doğrultuda emek verdiğim bir projedir. Bu tez çalışmasının, gelecekte gemi kiralama konusunda uzmanlaşmak isteyen kimselerin yararlanabileceği ve farklı açılımlar yakalayabilecekleri temel bir çalışma olacağı inancındayım.

Tez çalışmamda, konuyu seçme, planlama ve oluşturmada, bana eşsiz desteklerini esirgemeyen çok değerli hocam ve tez danışmanım Sn. Yrd. Doç. Dr. Münip BAŞ'a, State Univesity of New York Maritime College'da derslerini aldığım ve kişisel olarak görüşlerine başvurduğum Prof. Jeffrey A. Weiss'a, uluslar arası ulaştırma konusunda bilgi ve tecrübelerinden yararlandığım Prof. James Drogan'a, uluslar arası ticaret alanında beni bilgilendiren Dr. Larry Howard'a ve İstanbul Teknik Üniversitesi Denizcilik Fakültesi ve SUNY Maritime College'daki diğer hocalarıma tez çalışmama yaptıkları katkıdan dolayı teşekkürü bir borç bilirim.

MAYIS/2007 **Aykut SOYDAN**

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KISALTMALAR

AB	: Avrupa Birliği
GCC	: Gulf Cooperation Council
NAFTA	: North America Free Trade Agreement
ASEAN	: Association of Southeast Asian Nations
MERCOSUR	: Southern Common Market
COMESA	: Common Market for Eastern and Southern Africa
LNG	: Liquefied Natural Gas
bcm	: Billion Centimeter
BIMCO	: Baltic and International Maritime Council
M/R	: Mate's Receipt
B/L	: Bill of Lading
B/N	: Booking Note
INTERTANKO	: International Association of Independent Tanker Owners
P&I	: Protection and Indemnity Insurance
TEU	: Twenty-Foot Equivalent Units (intermodal shipping container)
ASBA	: Association of Ship Brokers and Agents
FONASBA	: Federation of National Association of Ship Brokers and Agents
DWT	: Dead Weight
NOR	: Notice of Readiness
NYPE	: New York Product Exchange
WIBON	: Whether In Berth or Not
WIPON	: Whether In Port or Not
WIFPON	: Whether In Free Pratique or Not
SHEX	: Sunday Holiday Excluded
SSHEX	: Saturday Sunday Holiday Excluded
CMA	: Connecticut Maritime Association
AMC	: American Maritime Case
LLR	: Lloyd's Law Report

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ÖZET

Bu çalışmanın genel amacı, gemi tipi, yük tipi ve bölgelere göre kullanılan Charter Party sözleşmelerinin incelenmesi ve bölgesel ticaret ile Charter Party formlarının üretilmesi ve seçilmesi arasındaki ilişkiyi ortaya koymaktır. Çalışma beş farklı bölümden oluşmaktadır. Birinci bölüm, çalışmanın amacını tanımlayan giriş bölümüdür. İkinci bölümde, deniz yolu ticaretinin gelişimi istatistikî olarak incelenmiştir. Üçüncü bölümde, dünya deniz ticaret filosunun yapısı araştırılmıştır. İkinci ve üçüncü bölümler için, Birleşmiş Milletler Ticaret Gelişimi Konferansı yayını olan Denizcilik Taşımacılığı İncelenmesinin 2005 yılı raporu kullanılmıştır. Bu rapor, 2004 yılı rakamlarını içermektedir. Ancak çalışmanın asıl amacı, yük ve gemi tipileri için ana ticaret bölgelerini belirlemektir. Çalışma bu temel üzerine oturtulmuştur. Dördüncü bölümde, Charter Party formları hakkında genel tanıtım bilgisi verilmiş, araştırmayı destekleyecek temel tanımlamalar yapılmıştır. Ayrıca bu bölümde, Charter Party formlarının oluşturulmasının tarihçesi hakkında özet bilgi sunulmuş ve kiralama dokümanları tanıtılmıştır. Bölümün başında, zaman esaslı kiralama ile sefer esaslı kiralama arasında temel faklılıklar ortaya konulmuştur. Çalışmanın amacı doğrultusunda, gemi tipi, yük tipi ve bölgelere göre seçilen Charter Party formlarının seçilmesinde dikkat edilen hususlar tartışılmıştır. Bölümün devamında, tanımlanan Charter Party formları incelenmiş, klozları arasındaki farklar ortaya konmaya çalışılmıştır. Farklılıkları desteklemek için, uluslar arası deniz hukukunca önemli olan davalar ve kararları sunulmuştur. Sonuç bölümünde ise, Charter Party sözleşmelerinin üretilmesi ve seçimi ile gemi tipleri, yük tipleri ve ticaret bölgelerinin yakın ilişki içersinde olduğu sonucuna varılmıştır.

THE COMPARISON OF CHARTER PARTY AGREEMENTS WHICH ARE USED IN ACCORDANCE WITH VESSEL TYPE, REGION AND CARGO TYPE

SUMMARY

The aim of this work is to search of charter party agreements which are used in accordance with vessel type, region, and cargo type. Also, the relationship between creating and choosing of charter party forms and regional trade has been tried to explain. The project consists of five different sections. The first section is introduction which presents the aim of project. In the second section, statistics of the world seaborne trade have been performed. The structure of world seaborne fleet has been searched at third section. Review of Maritime Transport-2005, published by United Nations Conference on Trade and Development, has been used for the second and third sections. The report involves figures for 2004. However, the aim of the project is to identify trade regions for cargo type and vessel type. The project has been based on this aim. In the fourth section, general definition about charter party forms and basic researches have been illustrated. In addition to this, the history of charter party form development progress and chartering documents have been identified at this section. In the beginning of the section, the basic differences between time charter and voyage charter have been presented. The factors, which have to be considered for choosing of charter party forms that are used in accordance with vessel type, region and cargo type, have been discussed as parallel to the aim of project. Moreover, charter party forms, pointed out in the project, have been searched and comparison of their clauses has been performed. As conclusion, it has been concluded that creating and choosing of charter party forms and vessel type, cargo type and trade regions have close relationship.

1. GİRİŞ

1.1 Giriş ve Çalışmanın Amacı

Küreselleşme, ekonomik ve politik gelişimlerle belirginleşmekte, dünya küçük bir köy haline dönüşmektedir. Bu gelişim, arz-talep dengesini fazlasıyla ortaya koymakta, üretimin ve pazarlamanın yanı sıra ulaştırma da önemli bir iş stratejisi haline gelmektedir. Özellikle 20. yüzyılın son çeyreğinden itibaren, gelişmiş ülke piyasalarında hizmet veren firmalar, üretim ve pazarlama masraflarını minimize etmek amacıyla alternatifler aramaya başlamışlar, özellikle Çin ve Hindistan gibi ucuz iş gücünün yanı sıra ucuz hammadde sağlayacak ülkeler dünya ekonomisinin parlayan yıldızları halini almışlardır. İlk yıllarda, sadece deniz aşırı işbirliği adı altında oluşan iş alış-verişi, zamanla profesyonelleşmiş, firmalar üretim zincirlerini deniz aşırı olarak planlamaya başlamışlardır.

Deniz yolu taşımacılığı ise, bu ekonomik gelişimin önemli bir parçasını oluşturmaktadır. Bir yükün bir yerden başka bir yere taşınması, yukarıda tanımlanan ekonomik zinciri tamamlayan en önemli halkadır. Elbette farklılaşan yük grupları, taşıma bölgeleri, taşıma yöntemlerindeki değişimler, müşteri beklentileri, zamanında ve hasarsız teslim gibi ekonomik faktörler ile ekonomiyi doğrudan etkileyen politik gelişimler deniz yolu taşımacılığını fazlasıyla karmaşık bir hale getirmektedir. Ekonomik ve politik dengelerin kolaylıkla değişebildiği küresel bir dünyada iş bağı olan tarafların iş ilişkileri ve birbirlerine karşı olan sorumluluklarını tanımlamada, elbette hukuksal tanımlama en önemli araç durumundadır.

Deniz yolu taşımacılığında, taşıyan ve taşıtan arasındaki hukuksal ilişkiyi tanımlayan en önemli element ise charter party'lerdir. Charter Party'ler, taşıyan ve taşıtan arasında imzalanan, bir yükün bir yerden başka bir yere deniz yolu ile belirli bir ücret karşılığında taşınacağını belgeleyen hukuksal bir belgedir. Bu şekilde taraflara önemli sorumluk ve yükümlükler getiren antlaşmaların incelenmesi, deniz yolu taşımacılığı ile uğraşanların ciddiyetle yaklaşmaları gerektiği bir konudur.

Bu çalışmanın ilk bölümünde gelişen ekonomik yapının, dünya deniz yolu taşımacılığını nasıl etkilediği incelenecektir. İlk bölüm aynı zamanda, deniz yolu ile taşınan yüklerin ve dünya deniz ticaret filosunun istatistikî bilgisini içermektedir. Devam eden bölümlerde ise, deniz yolu taşımacılığında, taşıyan ve taşıtan arasında

sıklıkla kullanılan charter party form çeşitleri, farklı formların taraflara sağladıkları avantajlar, charter party formlarının birbirleriyle karşılaştırılmasıyla ortaya çıkarılmaya çalışılmıştır.

2. DÜNYA DENİZ YOLU TAŞIMACILIĞI

2.1 Dünya Deniz Yolu Ticareti

Dünya deniz ticareti 2004 yılında önemli bir artış göstermiş ve 6.76 milyar ton yük elleçlenmiştir. Yıllık artış bir önceki yıla göre % 4,3 değerine ulaşmıştır (Tablo–2-1) [1].

Deniz yolu taşımacılığında yüklenen yüklerin kıtalara göre dağılımı şu şekilde olmuştur. Afrika kıtası toplam dünya ihracatından % 8,6'lik bir pay alırken Amerika kıtasında bu oran % 21,4'e ulaşmıştır. Asya ise % 38,4'lük oranla en büyük paya sahip olmuştur. Avrupa % 22,7'lik payla Asya'nın arkasından ikinci olarak ortaya çıkarken Okyanusya % 8,9'luk bir paya sahip olmuştur. Ticaret bloğu olarak ise; AB % 15,3, GCC % 15,4, NAFTA % 10, ASEAN % 6,8, MERCOSUR % 6,2, COMESA % 1,5'lik pay sağlamışlardır.

Tablo–2.1:Yıllara Göre Deniz Yolu Taşımacılığının Gelişimi*
(yüklenen yükler)

Yıl	Tanker Yükleri		Kuru Yükler**				Toplam(Tüm Yükler)	
			Toplam		Ana Dökme Yükler			
	milyon ton	% değişim	milyon ton	% değişim	milyon ton	% değişim	milyon ton	% değişim
1970	1442		1124		448		2566	
1980	1871		1833		796		3704	
1990	1775		2253		968		4008	
2000	2163		3281		1288		5983	
2001	2177	0,7	3844	0,6	1331	3,3	6020	0,6
2002	2146	-1,4	3981	3,6	1352	1,6	6127	1,8
2003	2223	3,6	4257	6,9	1475	9,1	6480	5,8
2004	2316	4,2	4442	4,4	1587	7,6	6758	4,3

2.2. Tanker Taşımacılığında Deniz Ticareti Gelişimi

2.2.1 Genel Gelişim

2004 yılında, Dünya tanker taşımacılığı 2.32 milyar tona ulaşmıştır. Taşınan toplam yükün % 76,4'ü ham petrol olurken, % 23,6'lık diğer kısmı petrol ürünleri olarak ortaya çıkmıştır. Tanker taşımacılığının tüm dünya deniz yolu taşımacılığındaki payı % 34,3 olarak gelişmiştir (Tablo–2.1) [1].

2.2.2 Ham Petrol Taşımacılığı

Ham petrol taşımacılığı 2004 yılında bir önceki yıla göre % 4,8 oranında artarak 1.77 milyar tona ulaşmıştır. En büyük yükleme alanı 899,1 milyon ton ile Batı Asya ülkeleri olurken, Batı Afrika ülkelerinden 184,8 milyon ton, Kuzey Afrika ülkelerinden 148,1 milyon ton ve Karayip bölgesinden 216,1 milyon ton ham petrol yüklenmiştir. Ana boşaltma alanları ise gelişmiş ülke pazarları olmuştur. Amerika 500,5 milyon ton ile en büyük boşaltma bölgesi olarak göze çarparken, Avrupa'ya 434,1 milyon ton ve Japonya'ya 215 milyon ton ham petrol boşaltılmıştır. Güney ve Doğu Asya'daki gelişmekte olan ülkelerin payı ise 299,7 milyon ton olarak ortaya çıkmıştır. 2004 yılının en büyük değişimini ise Rusya ve Çin yapmıştır. Rusya petrol ihracatını 124,3 milyon tona çıkartırken, Çin 99,5 milyon ton ham petrol ithalatı sağlamıştır.

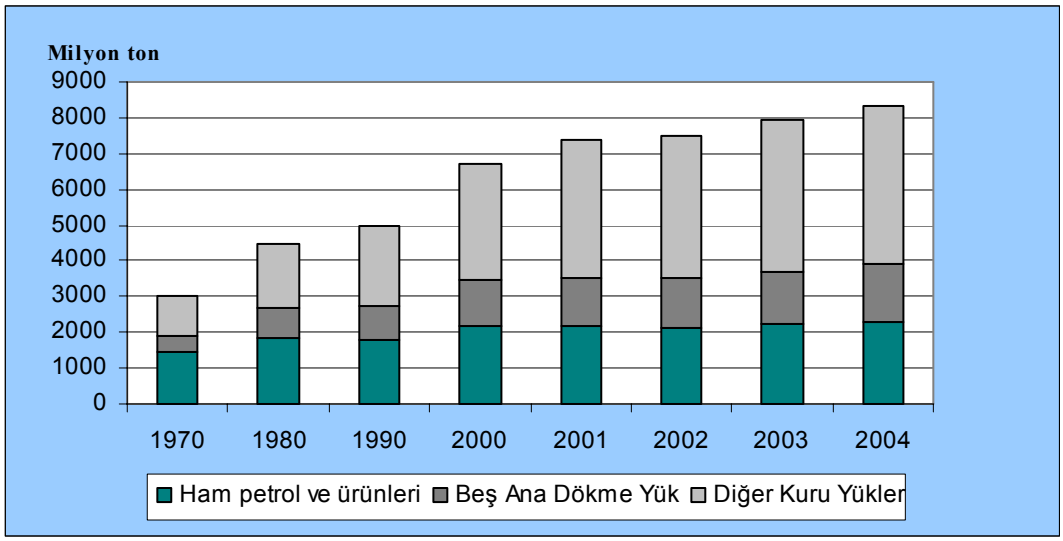
2.2.3 Petrol Ürünleri Taşımacılığı

Petrol ürünleri taşımacılığı 2004 yılında önemli bir artış göstererek 546 milyon ton olarak gelişmiştir (Şekil–2.1) [1]. Taşıma hacmindeki artış önceki yıllardaki gibi olsa da, Rusya'nın Baltık limanlarından küçük tonajlı tankerlerle yaptığı taşımacılık önemli ölçüde göze çarpmaktadır.

2.2.4 LNG Taşımacılığı

LNG taşımacılığı 2003 yılı boyunca % 12,5'lik bir artışla 168,8 bcm'a ulaşmıştır. En büyük ithalat bölgesi Uzak Doğu ülkeleri, en büyük ithalatçı ülke 79,8 bcm ile Japonya olurken, Kore Cumhuriyeti 26,2 bcm LNG ithal etmiştir. Bu bölgedeki ihracatçı ülkeler 35,6 bcm ile Endonezya, 23,4 bcm ile Malezya, 19,2 bcm ile Katar ve 10,5 bcm ile Avustralya olmuştur.

Akdeniz bölgesinde Cezayir 28 bcm LNG yüklemesinin 9,2 bcm'unu Fransa'ya yaparken, 7,5 bcm'u İspanya'ya ihraç etmiştir. Ayrıca Nijerya Avrupa pazarı için 9,2 bcm ve ABD için 1,4 bcm LNG sağlamıştır. Trinidad'ın toplam ihracatının 11,9 bcm'u ABD pazarı için yüklenirken, aynı ülke için Orta Doğu bölgesinden (Katar ve Umman) 0,7 bcm LNG ihraç edilmiştir.



Şekik–2.1: 2004 Yılı Yük gruplarına Göre Taşıma Kapasitesi

2.3. Kuru Yük Taşımacılığı

2.3.1 Genel Gelişim

2004 yılında tüm dünyada kuru yük taşımacılığı bir önceki yıla göre % 4,4 oranında artarak 4,44 milyar tona ulaşmıştır. Beş ana kuru yük ürün (demir cevheri, kömür, tahıl, alüminyum, fosfat) taşımacılığı % 7,9'luk artışla 1,59 milyar tona ulaşırken, diğer dökme yük ürünleri ve liner cargo ürünleri % 2,65'lik bir artışa ulaşarak 2,86 milyar tona ulaşmıştır. Kuru yük taşımacılığının, tüm deniz yolu taşımacılığının içindeki payı % 65,7 olarak ortaya çıkmaktadır (Tablo-2.2,2.3,2.4) [1].

2.3.2 Demir Cevheri Taşımacılığı

Demir cevheri taşımacılığı 2004 yılı boyunca % 12,6'lık bir artışla patlama yaparak 590 milyon tona ulaşmıştır. Dünya demir cevheri ihracatının % 70'ini sağlayan Avustralya ve Brezilya, sırasıyla % 8,5 ve % 10'luk artışlar sağlamışlardır. Avustralya 205 milyon ton, Brezilya ise 203 milyon ton demir cevheri yüklemesi yaparken, Hindistan'ın % 27,3'lük artışla 70 milyon ton ihracat yapması göze çarpmaktadır. Güney Afrika 26 milyon ton ile ve diğer ihracatçı ülkeler (Kanada, İsveç ve Moritanya) küçük ölçüde bu pazardan pay almışlardır.

En büyük ithalatçı ülke bir önceki yıla göre 50 milyon tonluk artışla toplam 208,1 milyon ton ile Çin olmuştur. Japonya 133,4 milyon ton, AB ülkeleri 120,5 milyon ton demir cevheri ithal etmiştir. Bu ülkeler toplam taşımacılığının % 75 oluşturmaktadır.

2.3.3 Kömür Taşımacılığı

Toplam kömür taşımacılığı bir önceki yıla göre % 5 oranında artarak 650 milyon tona ulaşmıştır.

En büyük ihracatçı ülke önceki yıllar gibi yine Avustralya olurken, bu ülkedeki ihracat bir önceki yıla göre % 3,7 oranında artarak 233 milyon ton olmuştur. Diğer ihracatçı ülkelerden Çin 80 milyon ton, Güney Afrika 70 milyon ton kömür yüklemesi yapmışlardır. Endonezya % 16'lık artışla 106,5 milyon ton, Kolombiya % 18,2'lik artışla 51,9 milyon ton, Rusya ise % 12,7'lik artışla 33,7 milyon ton termal kömür ihracatı gerçekleştirmişlerdir.

En büyük ithalatçı ülkeler ise AB ülkeleri ve Japonya olarak göze çarpmaktadır. Diğer ithalatçı ülkeler % 10'luk paylarla, Kore Cumhuriyeti, Tayvan ve Çin olmuştur. Şili'nin termal kömür ihracatı 2003 yılında 1,8 milyon ton olurken, bu rakam 2004 yılı boyunca % 50'den fazla bir artışla 3,8 milyon tona ulaşmıştır.

2.3.4 Tahıl Taşımacılığı

Dünya tahıl taşımacılığının 2003 yılındaki 240 milyon ton değerindeki hacmi, 2004 yılında % 4,2 oranında artarak 250 milyon ton seviyesine ulaşmıştır. 2003 yılındaki ana yükleme alanları Kuzey Amerika ve Güney Amerika'nın doğu sahilleri olmuştur. Bu bölgeler sırasıyla toplam dünya tahıl ticaretinin % 47,6 ve % 21,7'sini oluşturmaktadır. Aynı yıl içersinde Kuzey Amerika'dan 114,1 milyon ton, Güney Amerika'nın doğu sahillerinden 52,2 milyon tahıl ihracatı yapmışlardır. 2003 yılında en büyük ihracatçı ülke olan ABD'nin ihracat payı bir önceki yıla göre % 2 oranında azalmıştır.

Japonya ve AB ülkeleri gibi ana ithalatçı ülkeler ithalat hacimlerini bu yıl içersinde korurken, bazı ithalatçı ülkelerin de dâhil olduğu bir grup ülkede ithalat oranlarının arttığı görülmüştür. Rusya, tahıl ithalatını bir önceki yıla göre iki kat arttırarak 1,9 milyon tona ulaştırırken, ithalat oranları Doğu Avrupa ülkelerinde % 28,9'luk artışla 5,8 milyon ton, Çin'de iki katlık bir artışla 5,1 milyon ton, Kore Cumhuriyeti'nde % 10'luk artışla 13,7 milyon ton olarak gerçekleşmiştir. Ayrıca Orta Doğu bölgesinde, Irak'ın % 25, İsrail'in ise % 10'luk ithalat artışları göze çarpmaktadır.

Tablo–2.2: Yük Tipi ve Bölgelere Göre 1970,1980,1990 ve 2000-2004 yıllarında Dünya Deniz Yolu Ticareti (Dünya Toplamı(M/T), Dünya Toplamı(%),DMEC, Orta ve Batı Avrupa)

Ülke Grubu	Yıl	Yüklenen Yük				Boşaltılan Yük			
		Petrol		Kuru	Toplam	Petrol		Kuru	Toplam
		Ham Petrol	Petrol Ürünleri	Yük		Ham Petrol	Petrol Ürünleri	Yük	
		Toplam Tonaj (Milyon Ton)							
Dünya Toplamı	1970	1109	232	1162	2504	1101	298	1131	2529
	1980	1527	344	1833	3704	1530	326	1823	3679
	1990	1287	468	2253	4008	1315	466	2365	4126
	2000	1665	498	3821	5983	1728	542	4003	6273
	2001	1678	499	3844	6020	1712	534	3954	6201
	2002	1637	509	3981	6127	1696	540	4099	6335
	2003	1690	533	4257	6480	1743	536	4324	6603
	2004	1770	546	4442	6758	1773	545	4469	6787
		Ülke Gruplarının Ticaretten Aldıkları Pay (%)							
Dünya Toplamı	1970	42,6	12,7	44,7	100,0	43,5	11,9	44,6	100,0
	1980	41,2	9,3	49,5	100,0	41,6	8,9	49,5	100,0
	1990	32,1	11,7	56,2	100,0	31,9	10,8	57,3	100,0
	2000	27,8	8,3	63,9	100,0	27,5	8,6	63,8	100,0
	2001	27,9	8,3	63,8	100,0	27,6	8,6	63,8	100,0
	2002	26,7	8,3	65,0	100,0	26,8	8,5	64,7	100,0
	2003	26,1	8,2	65,7	100,0	26,4	8,1	65,5	100,0
	2004	26,2	8,1	65,7	100,0	26,1	8,0	65,8	100,0
DMEC	1970	2,0	27,1	60,0	31,1	80,4	79,6	79,1	79,9
	1980	6,3	25,5	64,7	37,0	72,0	79,5	67,8	70,5
	1990	13,4	32,6	63,4	43,8	72,5	81,4	61,7	67,3
	2000	5,2	22,2	60,6	42,0	68,3	52,0	60,4	61,8
	2001	5,3	22,5	58,8	40,9	68,7	51,6	59,5	61,4
	2002	5,4	23,1	57,4	40,7	67,8	50,9	58,0	60,0
	2003	5,3	22,3	54,6	39,1	67,9	50,9	57,2	59,5
	2004	5,1	22,7	54,4	38,9	67,6	50,9	56,4	58,9
Orta ve Batı Avrupa	1970	3,4	8,0	6,9	5,6	1,2	1,0	3,8	2,3
	1980	3,6	14,6	5,2	5,4	2,3	0,4	6,0	4,0
	1990	4,6	11,8	3,8	5,0	2,6	0,3	5,8	4,1
	2000	5,5	8,9	4,1	4,9	0,5	0,4	1,9	1,4
	2001	5,4	8,0	4,2	4,9	0,5	0,0	1,6	1,2
	2002	5,6	8,2	4,4	5,0	0,6	0,6	1,6	1,3
	2003	6,9	8,2	4,2	5,2	0,6	0,6	1,5	1,2
	2004	7,0	8,1	4,0	5,1	0,6	0,6	1,5	1,2

Tablo–2.3: Yük Tipi ve Bölgelere Göre 1970,1980,1990 ve 2000–2004 yıllarında Dünya Deniz Yolu Ticareti (Asya Sosyalist Ülkeler, Gelişmekte Olan Ülkeler, Afrika, Amerika)

Ülke Grubu	Yıl	Yüklenen Yük				Boşaltılan Yük			
		Petrol		Kuru	Toplam	Petrol		Kuru	Toplam
		Ham Petrol	Petrol Ürünler	Yük		Ham Petrol	Petrol Ürünler	Yük	
		Ülke Gruplarının Ticaretten Aldıkları Pay (%)							
Asya	**1970**			1,2	0,5	0,5	0,1	2,0	1,2
Sosyalist	**1980**	1,4	1,7	1,0	1,2	1,4	1,6	4,0	2,7
Ülkeler	**1990**	2,7	0,9	2,0	2,0	0,3	0,3	3,4	2,1
	2000	1,0	1,1	6,5	4,6	4,1	4,1	7,2	6,1
	2001	1,0	1,1	6,9	4,8	3,5	5,0	8,0	6,5
	2002	1,1	2,1	7,3	5,2	4,1	4,7	9,1	7,4
	2003	1,1	2,3	8,6	6,1	5,0	5,5	10,3	8,5
	2004	1,2	2,6	9,4	6,7	5,6	6,1	11,4	9,4
Gelişmekte	**1970**	94,6	64,9	31,9	62,8	17,9	19,4	15,1	16,6
Olan	**1980**	88,7	58,2	29,0	56,3	24,3	18,5	22,3	22,8
Ülkeler	**1990**	79,6	54,7	30,8	49,2	24,6	18,0	29,1	26,5
	2000	88,3	67,8	28,7	48,6	27,2	43,6	30,5	30,7
	2001	88,3	68,4	30,0	49,4	27,3	43,4	30,9	31,0
	2002	87,9	66,5	30,9	49,1	27,6	43,8	31,4	31,4
	2003	86,7	67,2	32,7	49,6	26,6	43,0	30,9	30,8
	2004	86,7	66,6	32,2	49,3	26,3	42,5	30,7	30,5
Afrika	**1970**	25,5	2,4	9,1	15,2	1,7	4,7	3,6	2,9
	1980	19,0	1,5	5,6	10,8	4,0	2,9	4,7	4,2
	1990	24,1	7,6	4,3	11,2	5,6	2,3	4,3	4,5
	2000	17,9	6,9	1,6	6,6	3,2	3,2	3,3	3,3
	2001	17,7	7,0	1,7	6,6	2,9	3,2	3,5	3,3
	2002	17,8	6,8	1,6	6,4	2,9	3,2	3,4	3,2
	2003	17,8	6,8	1,5	6,2	2,9	3,2	3,2	3,1
	2004	17,7	6,8	1,5	6,2	2,9	3,2	3,2	3,1
Amerika	**1970**	12,2	35,4	13,8	16,0	10,5	5,6	4,4	7,2
	1980	12,4	28,4	13,2	14,3	13,3	4,9	5,4	8,7
	1990	13,3	11,9	13,2	13,1	5,7	3,8	4,0	4,5
	2000	15,2	18,8	10,5	12,5	5,5	9,9	5,3	5,7
	2001	15,3	18,6	10,8	12,7	5,6	9,5	5,1	5,6
	2002	16,0	18,4	11,1	13,0	5,6	9,8	5,0	5,6
	2003	14,7	19,6	12,8	13,9	5,6	8,9	5,3	5,7
	2004	14,5	19,3	12,4	13,5	5,5	8,9	5,2	5,6

Tablo–2.4: Yük Tipi ve Bölgelere Göre 1970,1980,1990 ve 2000-2004 yıllarında Dünya Deniz Yolu Ticareti (Asya, Avrupa, Okyanusya)

Ülke Grubu	Yıl	Yüklenen Yük				Boşaltılan Yük			
		Petrol		Kuru Yük	Toplam	Petrol		Kuru Yük	Toplam
		Ham Petrol	Petrol Ürünler			Ham Petrol	Petrol Ürünler		
		Ülke Gruplarının Ticaretten Aldıkları Pay (%)							
Asya	**1970**	56,9	27,0	8,1	31,3	5,5	8,5	6,7	6,4
	1980	57,3	28,1	9,7	31,0	6,9	9,8	12,0	9,7
	1990	42,2	34,9	12,6	24,7	12,6	10,9	19,9	16,6
	2000	54,9	41,6	16,2	29,1	18,1	29,0	21,5	21,2
	2001	55,0	42,3	17,1	29,7	18,4	29,2	21,9	21,6
	2002	53,8	40,8	17,7	29,3	18,6	29,3	22,6	22,1
	2003	53,9	40,4	17,9	29,1	17,7	29,3	22,0	21,5
	2004	54,3	40,0	17,9	29,2	17,4	28,8	22,0	21,3
Avrupa	**1970**						0,1	0,1	
	1980						0,2		
	1990		0,2	0,3	0,2	0,7	0,5	0,8	0,7
	2000	0,0	0,4	0,4	0,3	0,4	0,4	0,3	0,3
	2001	0,0	0,4	0,4	0,3	0,4	0,4	0,3	0,3
	2002	0,0	0,4	0,4	0,3	0,4	0,4	0,3	0,3
	2003	0,0	0,4	0,4	0,3	0,4	0,4	0,3	0,3
	2004	0,0	0,4	0,4	0,3	0,4	0,4	0,2	0,3
Okyanusya	**1970**		0,1	0,8	0,4		0,5	0,3	0,2
	1980		0,2	0,5	0,2	0,1	0,7	0,2	0,2
	1990		0,1	0,4	0,2		0,5	0,1	0,2
	2000	0,2	0,0	0,1	0,1	0,0	1,1	0,1	0,2
	2001	0,2	0,0	0,1	0,1	0,0	1,1	0,1	0,2
	2002	0,2	0,0	0,1	0,1	0,0	1,1	0,1	0,2
	2003	0,2	0,0	0,0	0,1	0,0	1,1	0,1	0,2
	2004	0,2	0,0	0,0	0,1	0,0	1,1	0,1	0,2

2.3.5 Diğer Dökme Yük Taşımacılığı

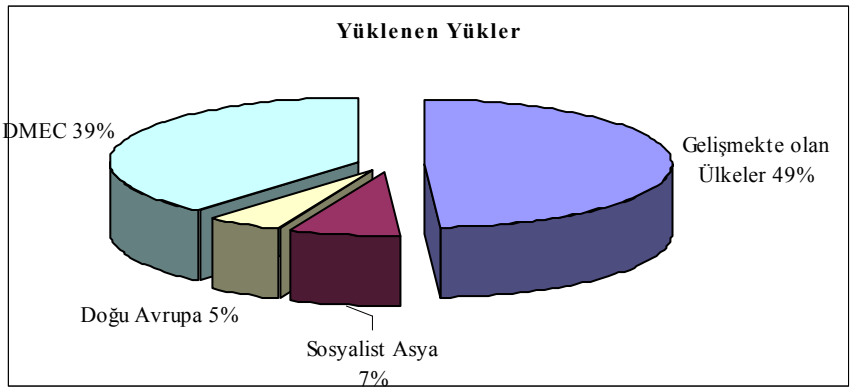
2004 yılı boyunca boksit alüminyum taşımacılığının % 6,3'lük artışla 67 milyon tona ulaştığı tahmin edilmektedir. 2003 yılının son rakamları dünya boksit ihracatının hemen hemen yarısının yapıldığı Batı Afrika ülkelerindeki yükleme değerinin 2004 yılında 15,8 milyon tona ulaştığı görülmektedir. Boksit ve alüminyum ihracatının tamamının ABD pazarına yapıldığı Jamaika, ihracatını bir önceki yıla göre % 10,5'lik artışla 9,5 milyon tona ulaştırmıştır. AB ülkeleri ve Batı Avrupa ülkeleri en büyük ithalatçı ülkeler olarak 26,9 milyon ton boksit-alüminyum ithalatı gerçekleştirmişlerdir. Bu rakam toplam dünya ihracatının % 40,1'ini teşkil etmektedir.

Dünyanın en büyük boksit-alüminyum ihracatçı ülkesi olan Avustralya, 18,1 milyon tonluk ihracatının yarısını Asya ülkeleri için yüklemiştir.

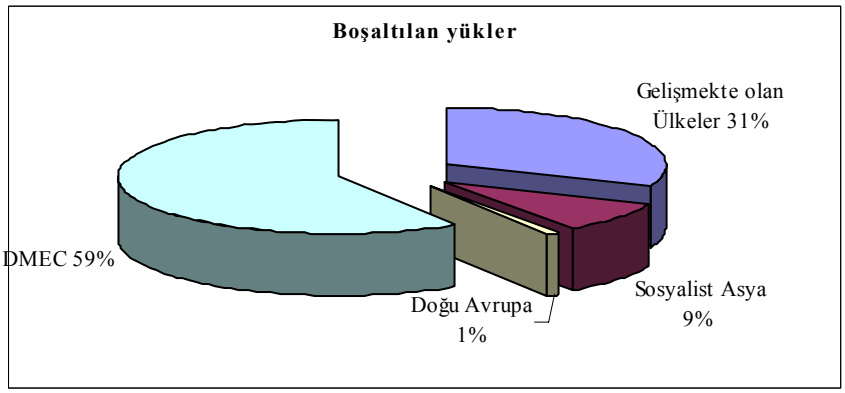
"Consolidated primary" alüminyum ürün taşımacılığı 2004 yılında bir önceki yıla göre % 6,2 oranında artarak 29,2 milyon tona ulaşmıştır. Bu büyüme, Afrika'da gözle görülür şekilde oluşarak % 19,8 oranında artışla 1,7 milyon tona ulaşırken, Çin % 18,8'lik artış ile 6,6 milyon ton rakamına ulaşmıştır. Doğu ve Güney Asya ülkeleri üretimlerini % 10,5 oranında artırarak 2,7 milyon tona ulaşırken, Batı Avrupa ülkelerindeki artış bir önceki yıla göre % 5,6 oranında olmuş ve toplam tonaj 4,3 milyon tona ulaşmıştır. Batı Avrupa ülkelerindeki hacim % 3,5 oranında artarak 4,1 milyon ton olurken, Latin Amerika ülkelerinde 2,4 milyon ton seviyesine ulaşmıştır. Avustralya üretimde 2003 yılına oranla % 2,2'lik bir artış sağlamış, Kuzey Amerika ise % 7 oranında artışla 5,1 milyon tona ulaşmıştır.

Kaya fosfatı taşımacılığı ise bir önceki yıla göre % 3,4 oranındaki artışıyla toplam 30 milyon ton seviyesine ulaşmıştır. 2003 yılının son rakamları en büyük ihracatçı ülkenin 12 milyon ton ile Fas olduğunu gösterirken, bu ülkeyi 6,5 milyon ton ile Orta Doğu ülkeleri (Ürdün), 4 milyon ton ile Afrika ülkeleri (Togo) takip etmektedir. Genel ithalatçı ülkeler ise Uzak Doğu ülkeleri (Çin) olmuş, toplam rakam 11 milyon tonu aşmıştır.

Küçük taneli diğer kuru yük (karışık taneli ticari ürünler) taşımacılığının 2004 yılında bir önceki yıldaki rakamların % 9 oranında üstünde gerçekleşerek 916 milyon tona ulaşmıştır. Demir ve kereste ürünlerinin taşımacılığı 373 milyon tonun biraz üzerinde olmuştur. Şeker, pirinç, gübre, ayçiçeği ve soya gibi tarım ürünlerinin taşımacılığı 250 milyon ton seviyesinde gerçekleşirken, mineral ürünleri (kok, işlenmemiş cevher, metal, tuz, çimento vs.) taşımacılığında tahmini olarak 250 milyon ton değerine ulaşmıştır.



Şekil–2.2: Ülke Gruplarına Göre Yükleme Bölgeleri [1]



Şekil–2.3: Ülke Gruplarına Göre Boşaltma Bölgeleri [1]

2.3.6 Konteyner Taşımacılığı

2004 yılında 1,94 milyar ton yükün liner ticaret rotalarında konteynerlerle taşındığı tahmin edilmektedir. Bu tonajın karşılığı olarak ise 100 milyon TEU' luk bir taşıma hacminin yakalandığı dile getirilmektedir. Konteyner akışının sağlandığı hatlar ise Doğu-Batı (trans-Pasifik, Avrupa-Uzak Doğu, Transatlantik), Kuzey-Güney ve bölgesel rotalardır.

En büyük konteyner akışının Doğu-Batı rotası üzerinde olduğu (trans-Pasifik) ve 2004 yılında taşımacılığın 16,1 milyon TEU' ya ulaştığı tahmin edilmektedir. Asya-Kuzey Amerika hattında ise taşımacılığın 10,8 milyon TEU olarak geliştiği gözlenirken, ters yöndeki akışın 4,3 milyon TEU seviyesinde kaldığı belirtilmiştir. Asya-Avrupa hattındaki taşımacılığın 2004 yılında 14 milyon TEU rakamına ulaştığı tahmin edilmektedir. Transatlantik hattı ise 4,8 milyon TEU şeklinde oluşurken, bu rakamın 3 milyon TEU' sunu Avrupa-Kuzey Amerika hattı, 1,8 milyon TEU' sunu ise ters yöndeki taşımacılık sağlamıştır.

Kuzey-Güney rotasındaki konteyner akışının 2004 yılında 15 milyon TEU' ya ulaştığı ve bu hat üzerindeki taşımacılığın büyük bölümünün Avrupa, Uzak Doğu ve

Kuzey Amerika arasında yapıldığı görülmüştür. Avrupa'dan, Afrika'ya olan konteyner akışının 0,8 milyon TEU, Okyanusya ile yapılan taşımacılığın ise 0,5 milyon TEU' ya ulaştığı tahmin edilmektedir. Avrupa'dan, Orta ve Güney Amerika ülkelerine yapılan konteyner taşımacılığı 2,9 milyon TEU' ya ulaşırken, Kuzey Amerika'dan Avrupa'ya olan konteyner akışının 3,8 milyon TEU olduğu belirtilmiştir. Asya ve Okyanusya arasındaki taşımacılık rakamının ise 1,5 milyon TEU olduğu tahmin edilmektedir. Bölgesel hatlarda yapılan taşımacılığın tahmin edilmesi güç olmakla beraber, Asya kıtasındaki akışın 17,1 milyon TEU olduğuna inanılmaktadır.

3. DÜNYA DENİZ TİCARET FİLOSU

3.1 Gemi Tipleri

1 Ocak 2005 rakamlarına göre dünya deniz ticaret filosu 895,8 milyon DWT değerine ulaşmıştır (Tablo–3.1) [1]. 2004 yılındaki artış bir önceki yıla göre % 4,5 oranında olurken, 2003 yılındaki gelişme ise % 1,5 oranındadır. 2004 yılında 49,4 milyon DWT yeni yapım gemiler filoya katılırken, 10,6 milyon DWT gemi filodan çeşitli sebeplerden dolayı ayrılmıştır. Net katılım 38,8 milyon DWT olmuştur.

2004 yılında tanker filosu tonajı % 6,1 oranında, kuru yük gemi filosunun toplam tonajı ise % 4,2 oranında artış göstermiştir. Bu iki tip gemi, toplam deniz ticaret filosu tonajının % 73,3'ünü oluşturarak, 2003 yılı içersindeki % 72,9'luk oranın üzerine çıkmıştır. General Cargo gemilerinin oranı 2004 yılı içersinde % 2,9 oranında azalarak, toplam deniz ticaret filosu içersindeki payı % 10,3 seviyesine gerilemiştir. Konteyner gemileri ise % 8,4 oranındaki artış ile 7,6 milyon DWT rakamına ulaşmış, toplam tonaj içersindeki payı ise % 10,9 seviyesine yükselmiştir.

3.2 Dünya Konteyner Gemi Filosu

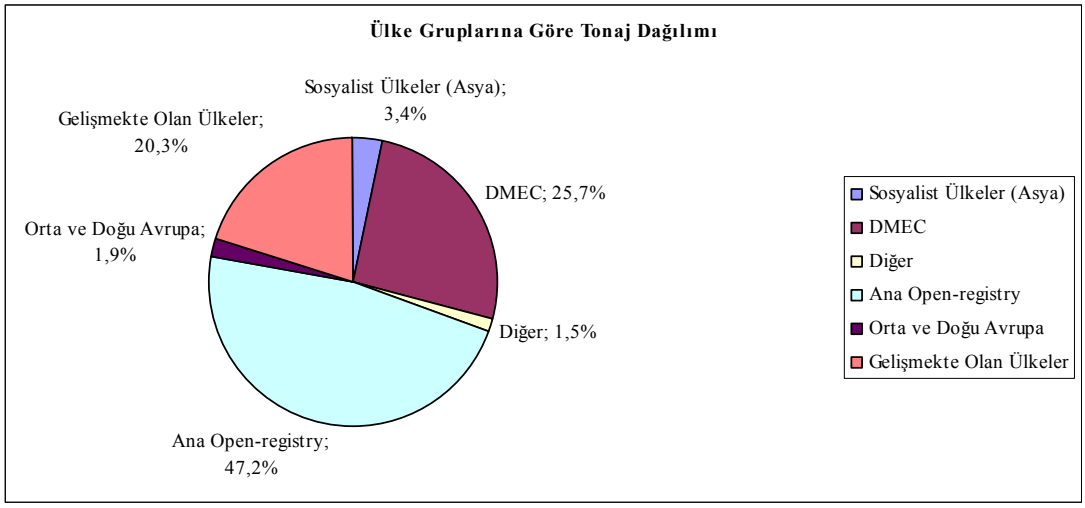
2005 yılının ilk rakamları konteyner gemi sayısının 3.206'ya, toplam kapasitenin ise 7.165.352 TEU' ya ulaştığını göstermektedir. Bu değerler bir önceki yıla göre gemi adedi olarak % 5'lik, toplam TEU kapasitesi olarak % 11,3'lük bir artış göstermiştir. Gemi büyüklüğü de artmaya devam ederek 2004 yılındaki ortalama 2.108 TEU kapasitesi, 2005 yılında 2.235 TEU' ya çıkmıştır. 2004 yılında yeni sipariş edilen gemilerin % 74'ünün 4000 TEU kapasitenin üzerinde olduğu, 165 adedinin ise 7500 TEU kapasiteden daha büyük olduğu rapor edilmiştir.

Tablo–3.1: 1 Ocak 2005 tarihi itibari ile Ülke Gruplarına Göre Ticaret Filosunun Yapısı (milyon ton dwt ve yüzde payı)

	Dünya	Filosu	Gelişmiş Ülkeler		Open-Regisrty Ülkeleri		Gelişmekte Olan Ülkeler		Orta ve Doğu Avrupa		Sosyalist Asya Ülkeleri	
	Milyon dwt	%	Milyon dwt	%	Milyon dwt	%	Milyon dwt	%	Milyon dwt	%	Milyon dwt	%
Toplam Filo	895,8	100,0	241,7	100,0	404,0	100,0	202,3	100,0	14,5	100,0	33,4	100,0
Petrol Tanker	336,2	37,5	108,4	44,9	145,1	35,9	73,1	36,2	2,9	20,3	6,6	19,6
Dökme Yük	320,6	35,8	60,6	25,1	169,7	42,0	73,4	36,3	3,0	21,0	13,9	41,6
General Cargo	92,0	10,3	20,4	8,5	29,8	7,4	27,2	13,5	5,6	39,8	8,8	26,3
Konteyner	98,1	10,9	34,0	14,0	43,0	10,7	17,6	8,7	0,4	2,9	3,0	9,0
Diğer	49,0	5,5	18,3	7,6	16,4	4,1	10,8	5,3	2,3	16,1	1,2	3,5

3.3 Ülke Gruplarına Göre Tonaj Dağılımı

Tonaj artışı gelişmiş ülke pazarlarında, diğer ülkelere nazaran daha fazla olmuştur. 2005 yılında bu artış bir önceki yıla göre % 4,9 oranında gerçekleşmiş, 11,3 milyon DWT' lik bir büyüme görülmüştür (Şekil–3.1) [1]. Bunun en önemli nedenlerinin başında AB ülkelerinin uyguladığı vergi politikası gelmektedir. Önemli "open-registry" ülkelerindeki artış ise 4,5 milyon DWT şeklinde gerçekleşmiş ve 2005 yılı itibari ile 404,5 milyon DWT seviyesine ulaşmıştır. Bu tonajın yaklaşık üçte ikilik bölümü, gelişmiş ya da gelişmekte olan ülkeler tarafından işletilmektedir. Gelişmekte olan ülkelerin sağladığı toplam büyüme ise % 11,5 oranında ve 20,9 milyon DWT' lik artış ile 2005 yılında 202,3 milyon DWT seviyesine ulaşmıştır. Bu artıştaki en büyük etken, Asya'daki gelişmekte olan ülkelerin denizcilik sanayine yaptıkları yatırım olmuş, bu ülkelerdeki artış % 14,9 oranında ve 19,9 milyon DWT şeklinde gerçekleşmiştir. Ayrıca bu ülke grubun sağlamış olduğu toplam 155,9 DWT'lik filo, gelişmekte olan ülkeler filosunun % 77'sini oluşturmaktadır. Afrika kıtasındaki gelişmekte olan ülkelerin sahip oldukları toplam tonaj 5,6 milyon DWT olurken, Amerika'da 36,7 milyon DWT, Avrupa'da 1,5 milyon DWT ve Okyanusya'da 2,6 milyon DWT şeklinde olmuştur. Asya'daki sosyalist ülkeler pazarındaki gelişim 2005 yılında bir önceki yıla göre 3,5 milyon DWT değerinde artış göstermiş, Orta ve Doğu Avrupa ülkelerinde 1,2 milyon DWT olarak şekillenmiştir.



Şekil–3.1: Ülke Gruplarına Göre Tonaj Dağılımı

Tablo–3.2: Gemi Tiplerine Göre Dünya Deniz Ticaret Filosu,2003-2005
(yılların başlangıç rakamlarına göre bin dwt)

Gemi Tipi	2003	2004	2005	Yüzde geğişimi 2004/2005
Petrol Tankerleri	304396	316759	336156	6,1
	36,1	*37,0*	*37,5*	
Dökme yük gemileri	300131	307661	320584	4,2
	35,6	*35,9*	*35,8*	
Cevher/Dökme/Petrol	12612	12110	9695	-19,9
	1,5	*1,4*	*1,1*	
Cevher/Dökme	287519	295551	310889	5,2
	34,1	*34,5*	*34,7*	
General Cargo	97185	94768	92048	-2,9
	11,5	*11,1*	*10,3*	
Konteyner	82793	90462	98064	8,4
	9,8	*10,6*	*10,9*	
Diğer	59730	47324	48991	3,5
	7,1	*5,5*	*5,5*	
Sıvılaştırılmış Gaz Taşıyıcıları	19469	20947	22546	7,6
	2,3	*2,4*	*2,5*	
Kimyasal Tankerler	8027	8004	8290	3,6
	1,0	*0,9*	*0,9*	
Çeşitli Tankerler	906	947	1001	5,7
	0,1	*0,1*	*0,1*	
Ferry ve Yolcu Gemileri	5495	5561	5589	0,5
	0,7	*0,6*	*0,6*	
Diğer	25833	11865	11565	-2,5
	3,1	*1,4*	*1,3*	
Dünya Toplamı	844235	856947	895843	4,5
	100,0	*100,0*	*100,0*	

3.4 Dünya Tonajının Gemi Tipi ve Ülke Gruplarına Göre Dağılımı

2004 yılı itibari ile kuru dökme yük taşıyan gemilerin tonajlarında bir önceki yıla göre % 0,1 oranında düşüş olmuş ve toplam tonajdaki payını % 35,8 seviyesine getirmiştir. General Cargo gemi filosunun tonajında da düşüş yaşanarak, toplam tonajdaki payı % 10,3 seviyesine gerilerken, konteyner gemilerinin aldığı pay % 10,9 seviyesine ulaşmıştır. Diğer tip gemilerin oranı ise % 5,5 şeklinde gerçekleşmiştir (Tablo–3.2)[1].

Petrol tankeri filosundaki gelişim ise şu şekilde olmuştur. Gelişmiş ülke pazarları 2005 yılında toplam tanker tonajının % 32,2'lik kısmına sahip olurken bir önceki yoldaki payını korumuştur. "Open-registry"* ülkelerin payı ise 2004 yılında % 45,7 olarak gerçekleşirken, 2005 yılında % 43,2 seviyesine gerilemiştir. Gelişmekte olan ülke pazarlarında ise artış gözlenmiş ve payı % 21,8 seviyesine ulaşmıştır (Tablo–3.3) [1].

Kuru yük gemi sektöründe ise, ana "open-registry" ülkelerinin hâkimiyeti göze çarpmaktadır. 2004 yılı itibariyle toplam kuru yük gemi tonajının % 52,9'u bu ülke bayraklarına kayıtlı iken, gelişmekte olan ülkelerin payı % 1,1 oranında artmış ve % 22,9 seviyesine gelmiştir.

Toplam general cargo gemi tonajının % 22,2'si gelişmiş ülke pazarlarına ait olurken, open-registry ülkelerinin payı % 32,4 olarak gerçekleşmiştir. Gelişmekte olan ülkelerin payı ise % 0,9 oranında artarak 2004 yılı itibariyle % 29,6 seviyesine gelmiştir.

Gelişmiş ülkelerin toplam dünya konteyner gemi tonajındaki payı 2004 yılında % 1 oranında artarak % 34,6 seviyesine gelmiştir. Bunun yanında open-regisrty ülkelerin payı ise % 1,2 oranında azalarak % 43,9 değerine gerilemiştir. Bununla birlikte gelişmiş ülkeler toplam konteyner gemi filosunun % 60'ına sahiptir. Gelişmekte olan ülkelerin sahip olduğu tonajda da artış görülmüş ve % 18 seviyesine ulaşırken, Asyalı gelişmekte olan ülkelerin payı % 12,4 seviyesine ulaşmıştır. Amerika'daki gelişmekte olan ülkelerin payı ise % 5,5 olarak ortaya çıkmıştır.

Tablo–3.3: Ülke Gruplarına Göre Dünya Tonajı Dağılımı (dwt)
1980,1990,2003,2004,2005
(yılların ilk rakamlarına göre)

Gemilerin Kayıtlı Oldukları Bayraklara Göre Ülke Grupları	Tonaj ve yüzde dağılımı (Milyon dwt)				
	1980	**1990**	**2003**	**2004**	**2005**
Dünya Toplamı	682,8	658,4	844,2	857,0	895,8
	100,0	*100,0*	*100,0*	*100,0*	*100,0*
Gelişmiş Ülkeler	350,1	219,0	217,1	230,4	241,7
	51,3	*33,3*	*25,7*	*26,9*	*27,0*
Ana open-registry	212,6	224,6	398,5	399,5	404,0
	31,1	*34,1*	*47,2*	*46,6*	*45,1*
Orta ve Doğu Avrupa	37,8	44,3	15,9	15,7	14,5
(SSCB dahil)	*5,5*	*6,7*	*1,9*	*1,8*	*1,6*
Sosyalist Asya Ülkeleri	10,9	22,1	28,3	29,9	33,4
	1,6	*3,4*	*3,4*	*3,5*	*3,7*
Gelişmekte olan Ülkeler	68,4	139,7	171,3	181,4	202,3
	10,0	*21,2*	*20,3*	*21,2*	*22,6*
Afrika	7,2	7,3	5,3	5,7	5,6
Amerika	21,8	25,5	35,6	36,0	36,7
Asya	39,1	89,5	126,9	136,0	155,9
Avrupa	0,2	13,8	1,3	1,2	1,5
Okaynusya	0,1	3,6	2,0	2,4	2,6
Diğer	3,0	8,7	13,1	0,0	0,0
	0,4	*1,3*	*1,6*	*0,0*	*0,0*

4. CHARTER PARTY FORMLARI

4.1 Giriş

C/P genel olarak, donatan ve çarterer arasında, denizde yük ve eşya taşınması konusunda karşılıklı olarak antlaştıkları ve her iki tarafa sorumluluk yükleyen özel bir sözleşmedir. Charter Party kelimesi iki Latin kelimeden türetilmiştir. Charter (Charta) bölünmüş ve Party (Patra) senet anlamında olup, bölünmüş senet olarak dilimize çevrilebilir. Denizde ticari olarak yük ve eşya taşıması tarihçesinin başlangıcıyla beraber gemi sahibi ve yük sahibi, yaptıkları antlaşmanın yazılı bir metne dökülmesi ihtiyacını karşılamak amacıyla, vardıkları antlaşmanın içeriğini tek bir kâğıda iki defa yazarlar ve bu kâğıdı imzaladıktan sonra ikiye bölerlerdi. Zamanı geldiğinde iki parçanın karşılaştırılmasıyla, tarafların doğru kişiler olduğu anlaşılırdı [2].

Günümüzde birçok çeşit C/P formu mevcuttur. Taşımacılık kontratları, kargo ilgililerinin yüklerini bir limandan diğerine taşıma ihtiyaçlarını karşılamak ve sayısız ticari geçiş sağlamak üzere kullanılır. Birçok standart pro-forma C/P formu günümüzde kullanılmaktadır. Örneğin, ASBATANKVOY sefer esaslı ve tanker taşımacılığında kullanılan standart formlardan biridir. Bir sefer kirasında, gemi tek bir sefer için tam ya da kısmi yüklü olarak çarterer tarafından kiralanır. Geminin bakım, tutum, işletilme, adamlandırılma ve seyrettirilme sorumlulugu yine gemi sahibindedir. Çarterer'ın sorumluluğu ise temel olarak kararlaştırılmış yükü sağlamak, karşılığındaki navlun ücretini ödemek ve yer olursa demuraj tazminini sağlamaktır. Uygulamada sıklıkla görülen bir diğer bir sorumluluk ise, "free in and out" veya benzeri terimleri içeren bir C/P sözleşmesinde yükleme ve boşaltma masraflarının da çarterer tarafından karşılanmasıdır.

Time ya da zaman esaslı kiralamada ise, gemi sahibi, geminin bakım tutumu, yönetimi, adamlandırılması, seyri konusunda sorumluluğu korurken, taşıma kapasitesinin ticari yönden işletilmesini belirli bir süreliğine bir çarterera devreder. Çarterer'ın sorumluluğu kararlaştırılmış süre boyunca kira (hire) bedelini donatana ödemektir. Ayrıca çarterer, geminin işletilmesi konusunda ticari bölge limitleri ve taşınacak yüklerin limitleri garantilerini yapılan sözleşme gereğince göz önünde tutmak zorundadır. Eğer gemi, sözleşmede tanımlanmış herhangi bir nedenden dolayı yük taşıma işlevini kaybederse, eski kondisyonunu kazanıncaya kadar kira dışı (off-hire) olarak sayılacak ve kira bedelinin ödenmesi durdurulacaktır. Zaman

esaslı kiralama durumu, yük taşımak üzere belirli bir kapasiteye ihtiyacı olan ancak, bakım tutum, yönetim, adamlandırma gibi işletme risklerini üzerine almak istemeyen bir çarterer için uygun bir ticari ortam yaratır. T/C altında, donatan ayrıca geminin denize elverişliliğini, "hull and machinery" ve P&I da içeren sigorta primlerini devamlı olarak sağlamak durumundadır. Bunun yanında çarterer, geminin işletimi ile ortaya çıkacak olan masrafları üstlenir. Bu masraflar genel olarak, liman veya rıhtım masrafları, römorkör, kılavuz ve kanal ücretlerini içerir. Ayrıca çarterer, yakıt masraflarını da karşılamak zorundadır. Bu masraf ayrımı bir zaman ve sefer esaslı kiralama arasındaki en önemli farklardan biridir. Yükle ilgili masraflar da çarterer tarafından karşılanır.

Taraflar genellikle kullanılacak bir C/P formu üzerinde anlaşarak, durum ve kişisel tercihler doğrultusundan klozlar üzerinde silme ve ekleme yaparlar. C/P formunun seçimi birçok faktöre bağlıdır. Bu faktörler yük tipi, ticari durum veya tarafların piyasa durumları olabilir.

Charter'ın anlamı, gemi sahibinin (bundan sonra "Donatan" olarak anılacaktır) gemisini bir seferliğine ya da kararlaştırılan bir zaman dilimi için, belirli bir taşıma kapasitesinin kiracıya (bundan sonra "çarterer" olarak anılacaktır) tahsis etmesidir. Bunun karşılığında çarterer kararlaştırılan navlun veya kira bedelini ödemekle yükümlüdür.

Gemi işletimi, birçok işletme maliyetini de beraberinde getirir. Bunlar, devamlı ödenmesi gereken yatırım masraflarıdır. İşletim masrafları personelle donatma, bakım-tutum, yakıt gibi temel masraflardır. Ayrıca gemi işletimi, birçok riski de bünyesinde barındırmaktadır. Geminin, limanda ve denizde karşı karşıya kaldığı riskler aynı değildir. Bu maliyet ve riskler, taraflar arasında çeşitli yollarla paylaşılabilir. Pazar durumu ve ticari riskler de, C/P formunun seçiminde ve taşıma oranlarının üzerinde etkilidir.

Günümüzde birçok donatan ya da taşımacılık şirketi, uluslar arası işbirliği içersine girmekte ya da çok uluslu şirketler haline gelmektedirler. Ayrıca taşıyıcı şirketler, uluslar arası antlaşmalarla bu işbirliğini uluslar arası koordinasyon mekanizması haline dönüştürmekte ve gemilerin genel denetimi konusunda bile çeşitli standartlar geliştirmektedirler.

Çeşitli havuz sistemleri (P&I Club) bu işbirliğine örnek olabilir. Günümüzde en önemli ayrım ise gemi sahipliği, yönetimi ve işletimi konusunda olmaktadır. Bu ayrım çeşitli şekillerde tanımlanabileceği gibi, uygulamadaki en büyük örneği liner servis ve chartering (tramp taşımacılık) ayrımıyla ortaya çıkmaktadır. Ayrıca bu farklılık temel iş stratejisi farklılığını da yansıtmaktadır.

Liner taşımacılıkta, donatan belirli iki veya daha çok liman arasında ve genellikle belirli bir tarife altında hizmet verir. Bu şekildeki bir taşımacılıktan faydalanmak isteyen taşıtan, kendi yükü için gemide yer tahsisi konusunda B/N (Booking Note) ile talepte bulunur. Yük gemiye yüklendikten sonra ise, taşıyan adına bir B/L (Bill of Lading) düzenlenir.

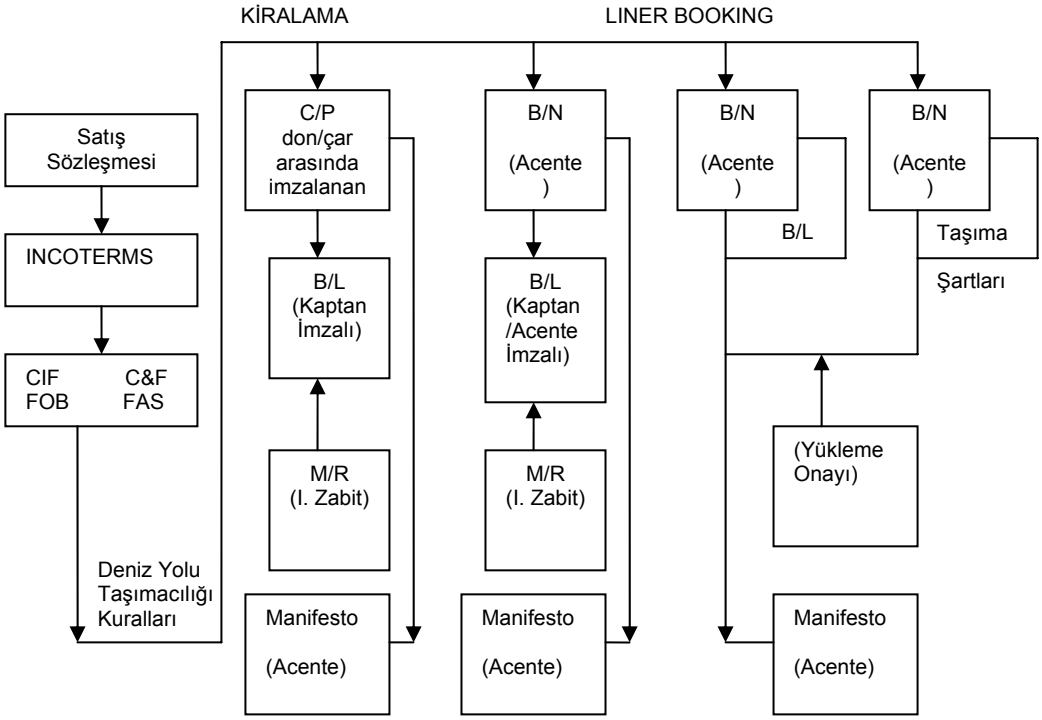
Tramp taşımacılıkta ise donatan, gemisi için uygun bulduğu yük ve limandan taşımacılık yapar. Bu şekildeki taşımacıkta en önemli doküman ise, karşılıklı antlaşma ile ortaya çıkan C/P' dir. Liner taşımacılıkta olduğu gibi, yükün gemiye yüklenmesine bağlı olarak bir B/L düzenlenir. Bazen B/L' nin içeriği ve C/P' nin içeriği arasında uyuşmazlık görülebilir.

Liner taşımacılık ve tramp taşımacılık arasında temel farklılıklar olmasına rağmen birbirinden tamamen ayrılmış iki sektör olduğu söylenemez. Örneğin, bir liner taşıyıcı pazar ve ticari koşullara bağlı olarak gemisini, tramp taşımacılıkta kullanabilir. Ayrıca konvansiyonel liner taşımacılık ile modern liner taşımacılık arasındaki fark her geçen gün artmaktadır. Konvansiyonel liner taşımacılık, eski etkisini zamanla yitirirken, modern liner taşımacılık, konteyner ve Ro-Ro taşımacılığı ile artmaya devam etmektedir.

4.2 Kiralama Dokümanları

Ticari ve kanuni olarak taraflar arsında ilişkiyi tanımlayan en önemli kiralama dokümanları C/P' ler ve B/L' lerdir. Ayrıca B/N, manifesto, yükleme ordinosu gibi belgeler de önemli rol oynamaktadır. Bunun dışında, faturalar ve gümrük beyannameleri çeşitli otoritelerin talepleri doğrultusunda hazırlanması gereken diğer belgelerdir. Çoğu zaman bu belgelerin, birçok kopyasının kullanılması gerekebilir. Örneğin, B/L normal olarak üç veya daha fazla nüsha olarak düzenlenir.

Şekil (4-1) [2], taşımacılık dokümanlarının prensiplerini ve taşıma sürecindeki yerlerini özet olarak göstermektedir.



Şekil–4.1: Kiralama Dokümanları

Bir C/P sözleşmesi altında kaptan, kararlaştırılmış yükün gemiye yüklenmesi sonrasında B/L'i imzalayacak ve donatan, peşin ödemeli navlun karalaştırılmış ise taşıma ücretini (navlun) tahsil edecektir.

Liner taşımacılıkta, B/N temel taşıma sözleşmesi olup, C/P li taşımalarda olduğu gibi, kaptan B/L'yi imzalayarak yükün gemiye teslim alındığını beyan eder. B/L'nin temel doğrulama belgesi ise M/R (Mate's Receipt) olup, yükün durumu, miktarını ve yükleme zamanını içerir.

Düzenli liner taşımacılıkta, B/N ve B/L aynı doküman olabilir (arkalı-önlü gibi). Ayrıca B/L, taşıma koşullarını içeren bir bölümü de bünyesinde barındırabilir. Yükleme manifestosu ise yükleme acentesi tarafından düzenlenerek, kaptanın çeşitli departmanlar için kullanımına sunulur. Bazı manifestolar navlun oranını da içererek donatanın kullanımına tahsis edilebilir.

Taşımacılık antlaşmalarında, dokümanların önemi çok fazladır. Özellikle B/L yükü temsil eder ve yükün gemiye taşınma amacıyla teslim edildiğinin kanıtıdır. Ayrıca B/L bir taşıma sözleşmesinin (C/P veya B/N) varlılığının delilidir.

4.3 Çeşitli Charter Party Formları

Temel olarak taşıma sözleşmelerinin sözlü olarak yapılması geçerlilik taşıması yanında, tarafların kanıtlama gereksinimlerinden dolayı yazılı bir metinin de imzalanması kaçınılmazdır. C/P formları genel olarak standart metin halinde BIMCO

tarafından hazırlanmaktadır. Standart formlar, ortaya çıkarılma yöntemleri bakımından, “agreed”, “adopted” ya da “recommended” olarak adlandırılır. Bu üç koşuldan birini sağlayan C/P formu kullanımda “approved” C/P olarak kabul edilir. Bunun yanında büyük taşımacılık şirketleri de, kendilerine özel C/P formları hazırlamaktadırlar. Bunlara da “private form” adı verilir.

Sözleşmelerin standart metinlerine yeni terim ve koşullar eklenmesi ya da metin veya klozlardan silme ve çıkarma yapılması, kanuni sorunların çıkmasına neden olabilir. Çünkü bu ekleme ve çıkarmalar beraberinde birçok açıklama klozunun sözleşmeye ilave edilme ihtiyacını da beraberinde getirir. Standart metin için, açıklama klozları kullanmadan hazırlanmış C/P formları oldukça nadirdir.

Standart C/P formlarının amacı, standart sayıda kloz ile farklı ticari yükler için hazırlanmış olması ve tarafların kolay kullanımına sunulmasıdır. Bu tip sözleşmelerde, taraflar sadece değişkenleri girerek (gemi adı ve bilgileri, yük tanımı miktarı, laytime, taşıma ya da kira bedeli vb.) antlaşmaya varabilirler. Agreed C/P formaları için genelde ekleme ve modifikasyonlar gerekli olabilir. Aksi takdirde, C/P muğlâk veya anlaşılmaz bir hal alabilir. Örneğin “Scancon” bir agreed C/P formudur ve üzerinde değişiklik, ekleme ve çıkarma yapılmadan kullanılır.

Kanuni davalar, beklentilerdeki değişimler ve benzeri gereksinimlerle çalışma grupları tarafından, C/P formlarının düzeltilmesi ve yeni ticari teknikler, hükümler, uygulamalar ve durumlar göz önünde tutularak sık sık yenilenmesini talep edebilirler. Tarafların pazar durumları ve uzlaşma zeminleri de bu gereksinim üzerinde etkilidir.

Sefer C/P formlarının içeriği ve planlamaları ile time C/P formlarından farklıdır. Sefer C/P’lerde ticari yüklerin, taşıyıcıların ticari durumlarının çok fazla farklılık göstermesi ve her bir durum için farklı çözüm gereksinimi yüzünden, standart sefer C/P formları çok fazladır. Diğer taraftan, time C/P’de yukarda bahsedilen koşulların sınırlı oluşu standart form sayısını da sınırlandırmıştır.

Standart formlar kod isimleriyle adlandırılır. Kod isimler, kullanım alanlarının etkisi ile ortaya çıkmaktadır. Örneğin, POLCOALVOY, daha çok Polonyalı ilgililer tarafından (POL-Polish), kömür taşımacılığında kullanılan (COAL), bir sefer (VOY-Voyage) C/P formudur.

Welcon, Baltcon, Polcoalvoy, Sovcoalvoy, Scancon, Nuvoy gibi birçok sefer C/P formu BIMCO tarafından ortaya çıkarılmıştır. BIMCO tarafından hazırlanan bir başka C/P formu olan Gencon ise özel bir yüke bağlı kalmaksızın tüm sefer C/P antlaşmalarında kullanılabilir. Standart formların zamanla yenilenmesi ve yeni eklenti yapılması süreci boyunca çalışma gruplarının, bu yeni nesil formlar üzerinde antlaşmaları da kullanım yaygınlığı bakımından önem arz etmektedir.

Bazı yüklerde, genellikle ABD broker ve kira ilgilileri tarafından, yetersiz sayılabilecek (çoğunlukla taşıyan açısından) ve eski nesil C/P formlarının da kullanıldığı görülmektedir. Örnek olarak, C Ore 7, Almwesh gibi oldukça eski sayılabilecek C/P formlarının ABD'den kömür ihracatında ve Baltimore Berth Grain C/P formunun zaman zaman kullanıldığı görülmektedir. Bunun en önemli nedeninin başında, birçok modern C/P formu olmasına karşın, yeni nesil formların bazı yük grupları için kullanılmasının anlaşmazlıklara neden olması gelmektedir. Aksi kararlaştırılmadıkça, her standart C/P formunun son versiyonunun kullanılması önemlidir. Tanker taşımacılığında ise, genel olarak büyük petrol şirketlerinin hazırlamış oldukları C/P formları kabul görmektedir. BP-Voy, STB-Voy, Shellvoy bu tip C/P formlarına örnek olabilir. Ayrıca bu C/P formları düzenli olarak revize edilmektedir (Beepeevoy-3, Shellvoy-5 gibi). Büyük ve piyasada söz sahibi olan grupların oluşturdukları C/P formların uygulamada "take-it-or-leave-it" (taşı ya da bırak) C/P formları olarak bilinmektedir. Bunun dışında, Intertanko tarafından hazırlanmış olan Intertankvoy da tanker taşımacılığında kullanılmaktadır. Bir diğer tanker sefer C/P formu ise önceleri Exxonvoy olarak adlandırılan Asbatankvoy'dur.

BIMCO, time C/P antlaşmaları için de standart formlar oluşturmuştur. Bunların başında Baltime ve Linertime gelmektedir. Ayrıca yeni nesil form olarak Gentime da kullanılmaktadır. Baltime en eski ve yaygın time C/P sözleşmesi iken, Linertime da liner taşımacılık sektöründe yaygın olarak kullanılmaktadır. NYPE ise ABD'li broker ve charter ilgilileri tarafından tercih edilen ve yaygın olarak kullanılan bir time C/P formudur. En son 1993 yılındaki revize edilmiş ve NYPE 93 olarak bilinmektedir. Bu form ASBA tarafından "appoved", FONASBA ve BIMCO tarafından ise "adopted" olarak kabul edilmiştir. NYPE 93 formu, 45 klozdan oluşan ve ilk versiyonu olan NYPE 46 formuna oranla oldukça genişletilmiş modern bir C/P sözleşmesidir. Ayrıca ikinci versiyonu olan NYPE 81 formu, Asbatime olarak da bilinmektedir. Uygulamada Baltime, taşıyan için avantajlı olduğu düşünülürken, NYPE chartererlar tarafından kabul görmüş bir C/P sözleşmesi kimliğindedir [2].

Tanker taşımacılığında ise yine büyük petrol firmaları tarafından üretilmiş BP-Time, Mobile-Time, Shelltime gibi formlar yaygın olarak kullanılmaktadır. Ayrıca Intertanko yayını olan Intertanktime da yaygın olarak kullanılan bir diğer formdur. Reefer taşımalarda ise Reeftime 1978 ve Coolltime kullanılan diğer sözleşmelerdir.

4.4 Charter Party Formunun Seçimi

Çalışmanın bu bölümünde, önceki bölümlerde tanımlandığı gibi, yük gruplarının, taşındıkları bölgelerin, ülke gruplarının sahip oldukları taşıma tonajların C/P seçiminde nasıl rol aldıkları incelenecektir. Özellikle bazı yük tiplerinin, belirli

bölgelerden ihraç edildiği göze çarpmaktadır. Örneğin, Avustralya'dan olan kömür ihracatı ve ABD'den olan tahıl taşımacılığı diğer bölgelere oranla çok daha fazladır. Konteyner taşımacılığının, Uzak Doğu ülkelerinden diğer bölgelere doğru bir akışa sahip olduğu görülürken, petrol taşımacılığının Asya ve Orta Doğu ülkelerinde yapıldığı göze çarpmaktadır. Ham petrol ihracatının, petrol ihracatı yapılan ülke gruplarında faaliyet gösteren, ancak gelişmiş ülke pazarlarına ait olan büyük petrol şirketleri tarafından yapılması ve petrole olan yüksek talep nedeniyle, taşıyandan daha çok taşıtanın sözleşme seçiminde söz sahibi olduğu söylenebilir.

Önceki bölümlerde belirtildiği gibi, hangi C/P formunun seçileceği, sözleşme üzerinde ne gibi, ekleme, çıkarma ve yenilemelerin yapılacağı tarafların arasındaki ticari ilişkiye fazlasıyla bağlıdır. Birbirleriyle ticari ilişkisi yeni başlamış tarafların, aralarında yapacakları sözleşmede, her iki tarafın kendi çıkarlarını korumaya çalışacağı ve bütün taşıma risklerini içerebilecek bir C/P sözleşmesi seçmeleri, stratejik bir iş hamlesidir. Diğer taraftan, uzun süreli iş ilişkisine sahip taraflar, birbirlerini tanıdıkları gibi, hangi riskle hangi sıklıkla karşılaştıkları konusunda bilgi sahibidirler. Bu şekilde çalışan taraflar, hem geçmişte olan çalışma şartlarından hem de güncel mali yapılarından faydalanarak daha sade bir C/P sözleşmesine imza koyabilirler.

Yukarıda anlatılan özel durumlar dışında, arz-talep dengesinin C/P sözleşmesinin seçimine yansıyacağı aşikârdır. Petrol taşımacılığı yapan şirketler ile petrol firmaları arasındaki ilişki genellikle uzun süreli olmaktadır. Bu tip taşımacılıkta, zaman esaslı sözleşmelerin seçildiği, özellikle büyük petrol firmaları tarafından oluşturulmuş, BPTIME ve SHELLTIME gibi formların sıklıkla kullanıldığı görülmektedir. Bir başka deyişle, form seçimi daha çok taşıtanın inisiyatifindedir. Formun, taşıtanın talebi doğrultusunda değiştirmesi konusunda EXXON-ABD Hükümeti ilişkisi örnek olarak gösterilebilir. ABD'ye ithal edilen petrolün büyük bir kısmı, EXXON şirketi tarafından taşınmaktadır. Ancak, seçilen sözleşmede genel olarak müşterek avarya ile ilgili klozlar, ABD Hükümetinin talebi doğrultusunda kaldırılmaktadır. Müşterek Avarya gibi, meydana geldiğinde tarafları ciddi mali sıkıntılara sürükleyebilecek şartları düzenleyen maddelerin sözleşmeden çıkartılması, taşıyan açısından önemli bir dezavantajdır. Diğer yandan, taşıtan açısından, petrol gibi mali değeri yüksek olan bir yükün taşınması sırasında oluşabilecek müşterek avarya masraflarına dâhil olmamak ciddi bir avantajdır. Sefer esaslı petrol taşımacılığında ise, yine büyük petrol şirketleri tarafından oluşturulmuş BPVOY, SHELLVOY ve charter ilgilileri tarafından oluşturulmuş ASBATANKVOY sıklıkla kullanılan formlardır. Bununla birlikte, taşıma şirketlerinin talebiyle

oluşturulan EXXONMOBILVOY ve Intertanko tarafından üretilmiş INTERTANKVOY da kullanılan diğer sözleşmelerdir.

Kuru yük taşımacılığında ise, sefer esaslı sözleşmelerin, zaman esaslı sözleşmelere oranla daha çok kullanıldığı söylenebilir. Zaman esaslı sözleşmelerin genellikle doğrudan donatan ile satıcıyla değil, donatan ile gemi işletmesi yapan ve yine gemiyi sefer esaslı kira sözleşmesi ile başka bir ilgiliye kiralayacak olan "sub-çarterer" arasında yapılmaktadır. Kuru yük taşımacılığında, taşıma bölgeleri ve yük tiplerinin çokluğu nedeniyle birçok C/P sözleşmesi kullanılmaktadır. Örneğin, ABD'den olan tahıl taşımacılığında NORGRAIN ve AMWHELSH sıklıkla kullanılan bir formdur. Avustralya'dan olan buğday taşımacılığında ise AUSTWEATH, taşıtanlar tarafından tercih edilen bir form niteliğindedir. Diğer yandan, taşıyan ve taşıtan arasında ticari dengenin eşit olduğu bölgelerde ise, BIMCO tarafından üretilmiş ve taşıyanın lehine sayılabilecek GENCON formu kullanılmaktadır. GENCON aynı zamanda, tüm yük grupları için rahatlıkla kullanılabildiğinden, yaygın olarak tercih edilen bir formdur. Ayrıca, Baltık ülkelerinden olan kömür taşımacılığı için POLCOALVOY tercih edilen formlar arasındadır.

Zaman esaslı taşımacılıkta ise, BALTIME formu bilinen ve yaygın olarak kullanılan bir formdur. BALTIME formu, taşıyana önemli avantajlar sağladığı gibi, taşıyanın çıkarlarını ön planda tuttuğu söylenebilir. BALTIME gibi, yine BIMCO tarafından üretilmiş GENTIME da yeni nesil zaman esaslı C/P sözleşmesi olarak ortaya çıkmaktadır. Kuzey Amerika Bölgesinde, NYPE formu taşıtanlar tarafından tercih edilen ve sıklıkla kullanılan bir sözleşmedir. Çarterera, önemli avantajlar sağladığından, ABD'li ilgililer tarafından özellikle tercih edilmektedir. ASBA yayını olan NYPE formu, ABD'deki büyük tahıl şirketleriyle (Cargill vs.) iş yapmak isteyen taşıyanların, üzerinde antlaşmaya varmaya zorunda oldukları sözleşme niteliğindedir. Ayrıca, ASBA da, üyelerine bu formun kullanılmasını şiddetle tavsiye etmektedir.

4.5 VOYLAYRULES–93

C/P sözleşmelerini incelemeye başlamadan önce bazı tanımların ne anlama geldiğinin bilinmesi, sonraki bölümlerde karşılaşılacak özel terimlerin sözleşmelerin içeriğini nasıl değiştirdiğinin anlaşılması gerekmektedir. "VOYLAYRULES–93" [3], C/P sözleşmelerinde kullanılan ve tarafların kolaylıkla anlayabileceği 28 farklı tanımdan oluşmaktadır. Bu tanımlamalar, standart haline gelmiş ve sözleşmede açıklanması yorum farkına neden olabilecek uzun açılamaların yerine kullanılan kısaltmalardan ibarettir. Daha da önemlisi, bu kısaltmalar ve açıklamaların yerine kullanılabilecek ekleme ve çıkartmalar, sözleşmenin içeriğini değiştirebileceği gibi,

tarafların üstlenmek istemedikleri sorumlulukların altına girmelerine neden olabilir. "VOYLAYRULES–93", BIMCO, CMA, FONASBA ve Intercargo tarafından da kabul edilmiş, tüm C/P sözleşmelerinde kullanılmaktadır. Ancak VOYLAYRULES, bir kanun kararı ya da uygulama zorunluluğu olan bir antlaşma olmadığından, tarafların C/P'de atıfta bulunmalarıyla uygulanabilir. Günümüzde, sözleşmelerde bu kısaltmalar ve açıklamalar yaygın olarak kullanılmaktadır.

1. PORT: Gemilerin, rıhtımda, demirde, yüzer şamandırada ya da benzer bir yerde, yükleme-boşaltma yapacağı bölge anlamına gelecektir. Ayrıca liman, gemilerin dönüşleri için beklediği, beklemesinin istendiği ya da beklemeye zorunlu olduğu ve yukarıda tanımlanan liman bölgesine uzaklığı dikkate alınmaksızın diğer genel alanları da içerecektir. Eğer "liman" kelimesi kullanılmaz ise ve liman olduğu ismi ile tanımlanmış ise, liman tanımı hala kullanılacaktır.

2. BERTH: Liman içersinde, gemilerin yükleme-boşaltma yaptıkları özel alanlar anlamına gelecektir. Eğer "rıhtım" kelimesi kullanılmaz ve rıhtım olduğu ismi ile tanımlanmış ise, rıhtım tanımı hala kullanılacaktır.

3. REACHABLE ON HER ARRIVAL-ALWAYS ACCESIBLE: Çartererin üstlendiği, olağandışı bir hal yüzünden kaynaklanmayan bir gecikme olmaksızın, geminin, güvenle ulaşabildiği bir limanda, yükleme-boşaltma yapmasını sağlamak üzere uygun bir rıhtım tahsis edilmesi anlamına gelecektir.

4. LAYTIME: Taraflar arasında kararlaştırılmış, donatanın ekstra bir ödeme talep etmeksizin, yükleme-boşaltma yapılmak üzere geminin hazır olması gereken zaman periyodu anlamına gelecektir.

5. PER HATCH PER DAY: Kargo miktarının, kararlaştırılmış ambar kapağı yükleme miktarıyla gemideki ambar kapağı adedinin çarpımına bölünmesiyle elde edilecek starya süresi hesap yöntemi anlamına gelecektir.

$$\text{Starya} = \frac{\text{Toplam Yük Miktarı}}{\text{Günlük Yükleme Oranı} \times \text{Ambar Adedi}} = \text{Gün}$$

Birbirine paralel her ikiz ambar kapağı, bir ambar kapağı olarak sayılacaktır. Ancak bir ambar, iki çalışma ekibinin de aynı anda çalışmasına izin verecek yeterliliğe sahip ise, bu ambar iki ambar sayılacaktır.

6. PER WORKING HATCH PER DAY (WHD)- PER WORKABLE HATCH PER DAY: Geminin en büyük ambarının alacağı yük miktarının, günlük yükleme oranıyla servis edilen ya da edilebilen ambar sayısı çarpımına bölünmesiyle elde edilecek starya süresi hesaplama yöntemi anlamına gelecektir.

Starya= Bir Ambardaki En fazla Yük miktarı =Gün

Günlük Yükleme x O Ambara Yapılan

Miktarı Servis Adedi

Birbirine paralel her ikiz ambar kapağı, bir ambar kapağı olarak sayılacaktır. Ancak bir ambar, iki çalışma ekibinin de aynı anda çalışmasına izin verecek yeterliliğe sahip ise, bu ambar iki ambar sayılacaktır.

7. DAY: 00.00'dan 24.00'a kadar birbirini takip eden 24 saatlik periyot anlamına gelecektir. Günün herhangi bir bölümü, "pro-rata" olarak sayılacaktır.

8. CLEAR DAYS: İhbarın verilmesinin ertesi günü 00.00'da başlayıp, kararlaştırılmış staryanın son günü saat 24.00'da sona eren ve birbirini takip eden 24 saatlik periyotlar anlamına gelecektir.

9. HOLIDAY: Haftanın normal tatil ve dinlenme günlerinden ya da onların parçalarından farklı, yerel kanun ve uygulamaların sonucunda ortaya çıkan ve normal çalışmanın yapılmadığı gün anlamına gelecektir.

10. WORKING DAYS: Starya günlerinden hariç tutulmadığı açıkça belirtilmiş günler anlamına gelecektir.

11. RUNNING DAYS- CONSECUTIVE DAYS: Aralıksız birbirini takip eden günler anlamına gelecektir.

12. WEATHER WORKING DAY (WWD)- WEATHER WORKING DAY OF 24 CONSECUTIVE HOURS: Hava koşullarının, yükleme veya boşaltmayı engellediği ya da engelleyebileceği zamanlar dışında kalan birbirini takip eden 24 saatlik bir çalışma günü anlamına gelecektir.

13. WEATHER PERMITTING: Hava koşullarının, yükleme veya boşaltmayı engellediği zamanların staryadan sayılmadığı, diğer zamanlar anlamına gelecektir.

14. EXCEPTED-EXCLUDED: Yükleme ya da boşaltma yapılsa bile, belirtilen gün ya da zamanların staryadan sayılmayacağı anlamına gelecektir.

15. UNLESS SOONER COMMENCED: Yükleme ya da boşaltmanın başladığı ancak, staryanın başlamadığı durumlarda, kullanılan zamanın staryadan sayılmayacağı anlamına gelecektir.

16. UNLESS USED: Starya süresi başladıktan sonra, yükleme veya boşaltma, staryadan muaf tutulan zamanlarda devam ederse, bu zamanların staryadan sayılacağı anlamına gelecektir.

17. TO AVERAGE LAYTIME: Yükleme ve boşaltma için ayrı olarak kararlaştırılmış starya süreleri için, birinden kazanılan zamanın diğeri için kullanabilmesi anlamına gelecektir.

18. REVESIBLE LAYTIME: Çartererın, yükleme ve boşaltmaya toplam bir süre tayin edebilmesi anlamına gelecektir. Bu seçeneğin kullanılması durumunda, kararlaştırılan toplam süre, her iki operasyonu da kapsayacaktır.

19. NOTICE OF READINESS: C/P de belirlendiği gibi, geminin liman veya rıhtıma vardığını, yükleme ve boşaltmaya hazır olduğunu gösteren, çarterer, yükleyici ya da başka bir kimseye olacak ihbar anlamına gelecektir.

20. IN WRITTING: Radyo haberleşmesi de dahil olmak üzere, elektronik iletişimi de içeren görünür yazışmalar anlamına gelecektir.

21. TIME LOST WAITING FOR BERTH TO COUNT AS LOADING OR DISCHARGING TIME-AS LAYTIME: Eğer yükleme veya boşaltma rıhtımı mümkün değilse ve gemi bekleme alanında hazırlık mektubunu verme yeteneğinden yoksunsa, zaman staryadan, starya süresi dolmuş ise sür astaryadan sayılacak anlamına gelecektir. Rıhtımın müsait olduğu anda zaman sayımı duracaktır. Gemi, hazırlık mektubunu verme yeteneğine sahip olacağı bir yere vardığında, stayra ya da sürastarya, C/P'de belirtilen starya koşullarına göre indirilebilecektir.

22. WHETHER IN BERTH OR NOT (WIBON)- BERTH OR NO BERTH: Geminin varışında, yükleme-boşaltma rıhtımı müsait değilse, genel bekleme alanında hazırlık mektubu verilecek ve C/P'ye göre starya süresi başlayacak anlamına gelecektir. Rıhtım müsait olduğu anda zaman sayımı duracak ve geminin rıhtımda yükleme veya boşaltmaya hazır olacağı zamana kadar başlamayacaktır.

23. VESSEL BEING IN FREE PRATIQUE- HAVING BEEN ENTERED AT THE CUSTOM HOUSE: Formalitelerin tamamlanması, hazırlık mektubunun verilmesini engelleyici bir durum olmayacak, ancak bu nedenle ortaya çıkabilecek gecikmeler staryadan ya da sür astaryadan sayılmayacaktır.

24. DEMURRAGE: Donatanın sorumlu olmadığı, starya süresinin dolmasından dolayı, donatana ödenmesi gereken kararlaştırılmış para miktarı anlamına gelecektir. Starya muafiyetleri, sürastaryaya uygulanmayacaktır.

25. DESPATCH MONEY-DESPATCH: Starya süresinin dolmasından önce yükleme veya boşaltmanın tamamlanması durumunda, donatan tarafından ödenmesi gereken kararlaştırılmış para miktarı anlamına gelecektir.

26. DESPATCH ON (ALL) WORKING TIME SAVED (WTS)-ON (ALL) LAYTIME SAVED: Dispeç miktarı, yükleme boşaltma tamamlanmasından, starya süresinin dolacağı ana kadar olan zaman periyodu için, starya muafiyetlerinin de uygulanarak ödenmesi anlamına gelecektir.

27. DESPATCH ON ALL TIME SAVED (ATS): Dispeç miktarı, yükleme boşaltma tamamlanmasından, starya süresinin dolacağı ana kadar olan zaman periyodu için, starya muafiyetlerinin uygulanmadan ödenmesi anlamına gelecektir.

28. STRIKE: Grev, doğrudan geminin yükleme-boşaltma yapmasını engelleyecek, çalışanların tamamen bir durdurmaya neden oldukları, birleşik ve ortak olarak karar verilmiş, endüstriyel bir eylem anlamına gelecektir. Fazla mesaide çalışmayı reddetme, yavaş çalışma, tamamıyla iş durdurmaya neden olmayan diğer durumlar grev olarak sayılmayacaktır. Grev sona erdikten sonra, tıkanıklık, yüklerin limana ve limandan taşınmasındaki gecikmeler gibi grevin sonucuna bağlı olacak etkiler grevden hariç tutulacaktır.

4.6 Sefer Esaslı Genel Charter Party Formları [4]

4.6.1 GENCON 94

Freight (Navlun);

a) Tarafların antlaşması durumunda, navlun "…deemed earn and non returnable…" terimine bağlı olarak ödenebilir. Çarterera, yük gemiye yüklenmesiyle beraber navlun'u ödeme zorunluluğu yükler. Donatan veya acenteleri, navlun ödenene kadar B/L'i imzalama yetkisine sahiptir.

b) İkinci bir seçenek olarak navlun ödemesi, teslimata bağlanmıştır. "…it shall not be deemed earned until cargo is thus delivered…" açıklaması, navlun ödenmesinin ancak teslimatla olacağını göstermektedir.

Navlun hesaplanması "intake quantity" üzerinden yapılması kararlaştırmıştır (Cl. 4.(a)). Teslimata bağlı olan navlun ödenmesi ise telsim edilen kargo üzerinden ödenebileceği gibi, sefer sırasında eksilen kaybolan ya da teslim edilmeyen yük için çarterer tarafından navlundan indirim yapılabilir.

Loading/Discharging (Yükleme ve Boşaltma); Gencon 76 formunda yer alan "gross terms" olan ve FIO (free in and out) "…and free stowed/trimmed…", Gencon 94 formunda FIOS (free in and out and stowed) olarak değiştirilmiştir.

Gemide bulunan yükleme-boşaltma araçlarının arızalanması nedeniyle kaybolan zaman donatanın sorumluluğunda olacak, starya veya sür astaryadan, "…pro rata the total number of cranes/whinches required at that time for the loading/discharging of cargo) terimiyle tanımlanan açıklama ile sayılmayacaktır.

Yükleme ve boşaltma "…under the supervision of Master…" terimi altında sağlanacaktır. Bu durumda stevedorlar, kaptanın emir ve gözetimi altında yükleme, boşaltma ve bağlama yapacaklardır.

Laytime (Starya); Starya süresi, "berth is not avaliable on the vessel's arrival at or off the port" açıklamasıyla, sadece geminin yanaşacağı rıhtımın başka bir gemi tarafından işgal edilmiş olması durumunda, bekleme bölgesinde başlar. Rıhtımın boş olduğu ancak diğer nedenlerden dolayı (hava, akıntı, gelgit, vb.) ulaşamaz

olması durumunda, zaman sayımının başlamayacağı ve kaybedilen zamanın donatanın sorumluluğuna olacağı düzenlenmiştir.

NOR, WIFPON (Whether in Free Pratique or Not) şartına bağlı olarak sunulmalıdır.

Demmurage (Sürastarya); Gencon 76, çartererın sürastarya sorumluluğunu 7 çalışma günü olarak sınırlandırırken, Gencon 94 bu şartı kaldırmıştır. Sürastarya bedeli, "…per da yor pro rata for any part of a day…" olarak ödenmelidir.

Gemi yükleme limanında ise, çarterer yükü yüklemeye hazırlayamamış ve gemi bu yüzden sürastaryaya düşmüş ise, donatan çarterer 96 saatlik bir süre verir. Bu süre sonunda, çarterer yine yükü hazırlayamaz ise, donatan C/P sözleşmesini iptal etmeye ve bu nedenle uğradığı kayıpları tazmin etmek üzere çarterere dava açma hakkına sahip olur. [5]

Cancelling Clause (İptal Etme Klozu); Donatan, gemisinin konçello tarihleri arasında yükleme limanında olamayacağını bilse bile, balast seyri yapmak ve yükleme limanına gitmek zorundadır. Böyle bir durumda donatan çarterera, C/P yi iptal etme opsiyonunu kullanıp kullanmayacağını ya da yeni bir konçello tarihi karalaştırılması konusunda ihbarını bildirebilir. Eğer çarterer bu ihbara 48 saat içinde cevap vermez ise, çarterer iptal etme opsiyonunu kullanamaz. Ayrıca yeni konçello tarihi, donatanın ihbarından 7 gün sonra olarak belirlenir.

Bill of Lading (Konşimento); Gencon 94 formu, konşimentonun ancak kaptan tarafından imzalanabileceğini düzenlemektedir. Konşimentonun içeriğinin, C/P de tanımlanandan daha fazla risk içermesi durumunda, çarterer donatanı tazminle yükümlüdür.

Bir sefer esaslı C/P sözleşmesinde çarterer ve donatan arasında ortaya çıkan antlaşmazlıklardan biri de geminin normal rotasından saparak, başka bir rotayı takip etmesi ya da normal sefer planlaması içersinde yer almayan bir limana uğraması ile ortaya çıkar. Bilindiği gibi, bir geminin makul nedenlerden dolayı rotasından sapması, C/P sözleşmesi tarafından onaylanmaktadır. Ayrıca, taşıyan sefer boyunca denizde can, mal kurtarılması nedeniyle olacak sapmaları yapmakta da özgürdür. Bununla birlikte, ticari nedenlerle yapılan sapmalar da, bazen makul bir sapma olarak sayılabilmektedir. Aşağıdaki dava kararı da, bahsedilen makul ticari sapma olarak değerlendirilmiştir.

"Indian City", Gencon formu altında kiralıktır. Yük, Nikolayev ve Poti limanlarından yüklenecek ve Sparrows limanında tahliye edilecektir. Gemi yüklemesini tamamladıktan sonra, normal seyir rotasından 193 mil saparak Köstence limanında yakıt ikmali yapar. Ancak, operasyondan sonra gemi karaya oturur ve donatan tarafından müşterek avarya ilan edilir. Çarterer, geminin normal rotasından

saptığını, bu yüzden müşterek avarya masraflarından sorumlu olmayacağını iddia eder. Donatan, aynı çarterer ile benzer seferleri daha önceden de gerçekleştirmiş, aynı yakıt ikmal uygulamasını da bu seferler boyunca yapmıştır. Ayrıca, o dönemde bu operasyon Karadeniz bölgesinde, diğer donatanlar tarafından da rutin olarak uygulanmaktadır. Tahkim, bu sapmayı makul bir sapma olarak değerlendirerek çartererın talebini reddeder. (AMC-1939 Sayfa-562)[6]

Bir sözleşmede, tarafların hukuki olarak birbirine karşı olan sorumlulukları iki şekilde tanımlanır. Bunlar;

- Sözleşmede, tarafların açıkça belirttikleri ve yerine getirmekle sorumlu oldukları garantiler- Beyan Edilen Garantiler (Express Warranty)
- Sözleşmede, tarafların açıkça belirtmedikleri, ancak sözleşmenin kendi doğasından ortaya çıkan garantiler- Örtülü Garantiler (Implied Warranty)

Bir sefer C/P sözleşmesinde, sözleşmenin kendi doğasından ortaya çıkan ve donatanın sağlamakla yükümlü olduğu üç ana örtülü garanti vardır. Bunlar;

- Denize elverişliliğin sağlanması (Seaworthiness)
- Sapma olmadan seferin tamamlanması (No Deviation)
- Kanuni gereklere uyma (Legality)

Ancak bu garantiler sözleşmede açıkça belirtilmediğinden, uygulamanın nasıl olacağı, yoruma bırakılmıştır. Özellikle sapma olmadan seferin tamamlanması donatan ve çarterer arasında sıklıkla karşılaşılan antlaşmazlıkların başında gelmektedir. Denizde can ve mal kurtarma nedeniyle olan sapmalar dışında kalan ve ticari amaçla yapılan sapmalar da bazen makul sapma sayılabilir. Örneğin, tam dolu olmadan Uzak Doğu'dan Amerika'nın Pasifik sahiline kiralanan gemi sahibinin, Pasifik Okyanusu'nun geminin tam dolu olmadan geçmesinin, hem geminin selameti hem de ticari olarak uygun olmadığını düşünmesi nedeniyle, geminin kalan kısmı için başka bir limandan yük alması için yaptığı sapmayı, tahkim haklı bulabilir ("M/V Tai Shain- AMC-1953). Bu şekilde, yoruma açık bölümlerde donatanın özellikle sapma kararı verirken dikkatli davranması, böyle bir durumla karşılaşan çartererın ise hakkını korumak için durumu dikkatli incelemesi gerekmektedir.

4.6.2 NORGRAIN 98

Laydays / Cancelling (Starya Günleri / Konçello); Çarterer, kararlaştırılan tarih ve saatte geminin yükleme limanında olmaması durumunda sözleşmeyi iptal etme hakkına sahiptir. Gencon formunda olduğu gibi, konçello tarihinin yenilenmesi, bu formda da söz konusudur.

Bill of Lading (Konşimento); Gencon formunda olduğu gibi, konşimento kaptan tarafından imzalanmalıdır. Ancak talep edilmesi durumunda, acente de konşimentoyu düzenleyip imzalayabilir. Bu şekilde çarterera teslim edilebilir.
Payment of Freight; Navlun bedeli, peşin ve indirim olmadan, yüklemeye bağlı olarak ve konşimentoda belirtilen yük miktarı üzerinden ödenir.
Loading and Discharging (Yükleme/ Boşaltma); Yükleme ve boşaltma masrafları (ayrıca istifleme ve trimming) opsiyonlu olarak donatan ya da çarterer hesabına olabilir. Ancak her iki durumda da "…under supervision of the master..." denilerek, kaptanın talimatları doğrultusunda olması gerektiği belirtilmektedir.
Notice of Readiness (Hazırlık Mektubu); Gencon formunda olduğu gibi rıhtımın müsait olmaması durumunda NOR, bekleme alanında WIFPON olarak verilebilir. Starya süresi SHEX (Sunday Holiday Excluded) şartına bağlı olarak sayılır. Starya süresi, NOR'un verilmesinin ertesi günü 08.00 da başlar.
Laytime (Starya Süresi); Starya süresi, " working days 24 consecutive hour" ya da "whather permetting" şartlarına bağlı olarak sayılır. Sözleşmede opsiyonlu olarak sunulmuştur.

Ayrıca bu form, literatüre BALTIMORE BERTH GRAIN C formunun Cumartesi Klozu (Saturday Clause) olarak geçen maddesini de içermektedir. Bu kloz, cumartesi gününün hangi durumlarda starya süresinden sayılacağını düzenlemektedir. Buna göre, eğer yükleme-boşaltma işçileri cumartesi günleri çalışmıyorsa, bu günler starya süresinden sayılmayacaktır. Ayrıca, yükleme-boşaltma işçileri cumartesi günleri ancak fazla mesai ücreti üzerinden çalışıyorsa, yine bugünler staryadan sayılmaz. Ancak, yükleme boşaltma işçileri normal çalışma ücreti üzerinden ve 6 saatten fazla olarak çalışırlarsa, cumartesi günü staryadan sayılır.
BFC Staurday Clause:
"Notwithstanding any custom of the port to the contrary, Saturday shall not count as lay time at loading port or ports where stevedoring labor and/org rain handling facilities are unavailable on Saturday or available only at over time and/or premium rates. In ports where only part of Saturday is affected by such conditions, as described above, lay time shall count until the expiration of the last straight time period. Where six or more hours of work are performed at normal rates, Saturday shall count as a full lay day." [7]

4.6.3 GRAINCON

Bill of Lading (Konşimento); Norgrain formunda olduğu gibi, konşimento kaptan tarafından imzalanır. Ancak, acente de konşimentoyu imzalayarak çarterera verebilir.

Freight Payment (Navlun Ödemesi); Navlunun ödenmesi, yükün gemiye yüklenme şartına bağlanmıştır. Ödeme şekli ise iki opsiyonlu olarak sunulmaktadır. Birinci seçenek olarak, navlun, yükün gemiye yüklenmesinden sonra B/L üzerindeki yük miktarına bağlı olarak indirimsiz ve tam olarak ödenir. İkinci seçenek olarak ise, navlunun belirli bir miktarı yükün gemiye yüklenmesi ile ödenirken, geri kalan kısmı, yükün boşaltma limanına tesliminden sonra ya da yüklemeden sonra en geç 30 gün içinde (hangisi önce gerçekleşirse) ödenmesi gerekmektedir.

Loading/Discharging (Yükleme/Boşaltma); Yük FIO (Free In and Out) şartına bağlı olarak yüklenecektir. İstifleme ve trimming donatanın sorumluluk ve hesabına olacaktır. Yük gemiye kaptanın gözetimi altında yüklenecek ve istiflenecektir.

Opening/Closing Hatches(Ambar Kapaklarının Operasyonu); Norgrain formunda olduğu gibi, ambar kapaklarının yükleme ve boşaltma limanında ilk açılma ve son kapatma işlemleri gemi personeli tarafından yapılacak, yükleme-boşaltma operasyonu boyunca olacak açma-kapama işlemleri ise çartererin hesap ve sorumluluğunda olacaktır.

Laytime/NOR (Starya Süresi/Hazırlık Mektubu); Rıhtımın müsait olmaması durumunda NOR, bekleme alanında WIFPON olarak verilebilir. Starya süresi SHEX (Sunday Holiday Excluded) şartına bağlı olarak sayılır. Starya süresi, NOR'un verilmesinin ertesi günü 08.00 da başlar. Starya süresi, " working days 24 conseutive hour" ya da "whather permetting" şartlarına bağlı olarak sayılır. Sözleşmede opsiyonlu olarak sunulmuştur.

4.6.4 AUSTWEATH

Charterer; Bu form, "Australian Weath Board of Melbourne" tarafından oluşturulmuş olduğundan, genellikle Avustralyalı ilgililer tarafından kullanılmaktadır.

Loading/Discharging (Yükleme/Boşaltma); Yükleme ve boşaltma FIOST (free in and out, stowage and trimming) terimi altında yüklenecek ve boşaltılacaktır.

Freight Payment(Navlun Ödemesi); Navlun ödemesi şekli ile kesin bir açıklama getirilmeyip, yöntem çarterer ve donatan arasındaki antlaşmaya bırakılmıştır. Bu durum çartererin lehine görünmektedir.

Laytime(Starya Süresi); Starya süresi "pro rata" olarak çalışılan saat üzerinden sayılacaktır. "WWD 24 Consecutive Hour" ve "SSHEX" olarak sayılacaktır. Ayrıca, daha önceden tanımlanan "Saturday Clause" bu formda da mevcuttur. Starya süresi

tüm Avustralya yükleme limanları için gemi büyüklüğüne göre sabit gün olarak formda açıkça belirtilmiştir. Buna göre

Gemi Tonajı (DWT)	Starya Süresi (Gün)
5000-10000	3
10000-25000	4
25000-60000	5
60000- >	6

NOR (Hazırlık Mektubu); Sadece çalışma günlerinde saat 09.00–17.00 arasında verilebilir. Starya süresi, hazırlık mektubu kabul edildikten 24 saat sonra baslar. Hazırlık Mektubu, WIBON şartına bağlı olarak verilmeli, ancak rıhtımın başka bir gemi tarafında işgal edilmesi durumunda bekleme alanında verilebilir.

Stevedors(Yükleme Sorumluları); Yük gemiye, kaptanın gözetimi altında yüklenecek ve istiflenecektir. Bu şart, "…under supervision and direction of the Master…" terimiyle açıklanmıştır.

Discharging Port (Boşaltma Limanı); Yükün Avustralya limanlarından birine boşaltılması durumunda starya süresi, "WWD 24 Consecutive Hours" olarak sayılacak ve "SHEX Saturday UU" terimi uygulanacaktır. Hazırlık Mektubu WIBON olarak verilecektir.

Demurrage and Despatch at Loading Port (Yükleme Limanında Sürastarya ve Dispeç oranı); Dispeç bedeli, "all laytime saved" terimine bağlı olarak ödenmelidir. Bu durum donatanın avantajınadır.

Tahkim (Hakemlik); Hakemlik klozu farklı iki opsiyon sunmaktadır. İlk olarak herhangi bir antlaşmazlığın olması durumunda, İngiliz yasaları uygulanacaktır. İkinci olarak ise, çoğu C/P formundan farklı olarak, Avustralya yasaları uygulanacaktır. Bu karar, donatan ve çarterer arasındaki antlaşmaya bırakılmıştır.

4.6.5 AMWHELSH 93

Freight Payment (Navlun Ödemesi); Ödeme şekli antlaşmaya bırakılmıştır. Kesin bir açıklama getirilmeyip, navlunun yüklemeye mi yoksa teslimata mı bağlı olacak şekilde ödenmesi donatan ve çarterer arasındaki antlaşmaya bırakılmıştır.

Time Counting (Zaman Sayımı); Hazırlık Mektubu, çalışma günlerinde 08.00–17.00 saatleri arasında, cumartesi günleri 08.00–12.00 saatleri arasında verilebilir. Starya süresi, hazırlık mektubunun kabulünden 12 saat sonra başlar. NOR, WIBON şartına bağlı alarak verilmelidir.

Laytime(Starya Süresi); Starya süresi "wheather permetting" şartına bağlı olarak sayılmaktadır. SHEX veya SHINC olacağı, antlaşmaya bırakılmıştır.

Cost of Loading/Discharging (Yükleme/Boşaltma Masrafları); Masraflar FIOST (free in and out, stowage and trimming) şartına bağlı olarak dağıtılmıştır. Yükleme ve boşaltma kaptanın gözetimi altında yapılacaktır.

Opening/Closing Hatches(Ambar Kapaklarının Açılıp Kapatılması); Birçok grain C/P formunda olduğu gibi, bu formada ambar kapaklarının açılıp kapatılmasını düzenleyen bu klozu içermektedir.

Bill of Lading (Konşimento); Bu forma bağlı olarak üretilmiş standart bir konşimento formu yoktur. Konşimentoya yazılacak yük miktarı "…the dock or railway weight…" terimiyle tanımlanmıştır. Geminin yüklenmesinin tamamlanmasından en geç 24 saat içinde konşimento, çartererin ya da yükleyicinin ofisinde düzenlenerek kaptan tarafından imzalanmalıdır.

Grab Discharge(Kepçeyle Boşaltma); Modern formlardan farklı olarak, bu form kepçenin çalışma alanını tanımlayan bir kloz içermektedir. Buna göre, boşaltma limanında kepçeyle boşaltmanın imkânsız olacağı herhangi bir gemi bölmesine yük yüklenmeyecektir.

Transfer; Çarterer, antlaşmayla kendisine tahsis edilen gemi yük taşıma alanlarının bir bölümünü ya da başkasını başka bir çarterera devredebilecektir. Genellikle zaman esaslı kiralamada görülen bu uygulama, sefer kiralamasında yerini almış gibi gözükse de, uygulamada pratik olmayacağı aşikârdır.

4.6.6 POLCOALVOY

Notice of Readiness (Hazırlık Mektubu); Hazırlık Mektubu çalışma günlerinde saat 08.00–16.00 arasında, WIBON şartına bağlı olarak verilmelidir.

Time Counting (Zaman Sayımı); Hazırlık mektubu eğer öğlen 12.00'dan önce verilirse, starya süresi gece 12.00'da sayılmaya başlar. Ancak öğlen 12.00'dan sonra verilen hazırlık mektuplarında starya süresi ertesi sabah saat 07.00'da başlayacaktır. Cumartesi günleri "Saturday UU" şartına bağlı olarak staryadan sayılır. Yukarda bahsedilen starya zamanlarının başlama saatlerinden önceki sürelerde operasyona başlanılması durumunda, bu süreler de staryadan sayılır.

Cost of Dumping/Trimming/Stevedors (Yüklem Masrafları); Antlaşmaya bağlı olarak iki opsiyon sunulmuştur. İlk olarak "… free on board excluding dumping and/or trimming…" açıklamasına bağlı olarak yükleme masrafları çarterera ait olacak ancak, trimming masrafları donatanın hesabına olacaktır. İkinci opsiyon altında hariç olan masraflar da çartererin hesabına olur.

Bill of Lading (Konşimento); Kaptan konşimentoyu imzalayacaktır. Ancak, ayrılmış ya da farklı yük sahiplerine ait olan yükler için farklı konşimento düzenlenmesini isteyebilir.

Discharging Time Count (Boşaltmada Zaman Sayımı); Eğer yük Baltık ve İskandinav limanlarında boşaltılacak ise bu kloz uygulanır. Zaman sayımı, Hazırlık Mektubu öğlen 12.00'dan önce verilirse 14.00 da, 12.00'dan sonra verilirse ertesi sabah 07.00'da başlayacaktır. Yukarıda belirtilen limanlar dışındaki limanlarda ise, hazırlık mektubu o limanın otorite kurallarına göre verilecek, zaman SHEX terimi altında sayılacaktır.

Discharging Costs (Boşaltma Masrafları); Opsiyonlu olarak antlaşmaya bırakılmıştır. Boşaltma masrafları "free out" terimine bağlı olarak çartererin hesabına ya da "fixed rates" terimine bağlı olarak donatanın hesabına olacaktır.

Freight Payment (Navlun Ödemesi); Navlun bedeli ya peşin ödemeli ve yüklemeye bağlı olarak "…cargo and/or ship lost or not…" terimine bağlı olarak ödenecek ya da teslimata bağlı olarak boşatma ardından teslim edilen yük miktarı üzerinden ödenecektir.

4.6.7 Örnek Davalar

Starya süresi antlaşmazlıkları, sefer esaslı C/P sözleşmeleri uygulamalarında sıklıkla karşılaşılan ve hem donatan hem de çarterer tarafından dava konusu edilen önemli bir bölümdür. Starya süresinin ne zaman ve hangi koşullarda başlayacağı sözleşme imzalanma aşamasında taraflar arasında kararlaştırılsa bile, yükleme ve boşaltma limanlarının coğrafik konumu, yerel liman örf-adet uygulamaları ve farklı yaklaşımlar nedeniyle kararlaştırılmış maddelerin farklı yorumlanması söz konusu olmaktadır. Zaman kaybı nedeniyle oluşacak mali kaybın taraflardan hangisinin sorumluluk ve hesabına olacağı her zaman antlaşmazlık kaynağı olmuştur. Bunun nedeni, karşılaşılan mali kaybın büyüklüğünden kaynaklanmakta, taraflar kaybın diğeri tarafından ödenmesi konusunda ısrarcı olmaktadırlar. Çoğu zaman karşılıklı olarak uzlaşma imkânsız hale gelmekte ve tahkim kararı almak bir zorunluluk haline dönüşmektedir.

Starya süresinin başlaması temel olarak üç farklı koşulun bir araya gelmesiyle olmaktadır. Bu koşullar;

- Coğrafi olarak varış
- Gerçek ve kanuni olarak hazır olma
- Uygun şekildeki ihbarın verilmesi (NOR)

olarak sıralanmaktadır. Bununla birlikte, karşılaşılan en büyük antlaşmazlık geminin yükleme ya da boşaltma limanına coğrafi olarak varmasıdır. Sorulan en önemli soru şudur: "Gemi limana coğrafi olarak vardı mı?". Geminin varışı çoğu zaman, her iki taraf açısından farklı değerlendirilmekte, özellikle liman sınırları, seyir yapısı, bekleme alanlarının yükleme alanlarına olan mesafesi ve birçok başka neden

yüzünden starya süresinin başlatılması sorun teşkil etmektedir. Aşağıda kararları bu tür antlaşmazlıklara karşı tahkim tarafından karar verilmiş ve denizcilik hukuk literatürüne giren bazı davaların neden ve sonuçları bulunmaktadır.

"Aello" sefer esaslı C/P altında kiralıktır. Bounes Aires limanına vardığında liman tıkanıklığı nedeniyle bekleme alanında demirlemesi istenir. Demirleme alanı, yerel uygulamada normal ticari bekleme alanıdır ve bütün gemiler bu alanda beklemektedir. Bununla birlikte çarterer, geminin kendi yükleme yapacağı rıhtıma uzak olduğunu, geminin normal ticari alana değil kendi ticari alanına coğrafi olarak varmış olması gerektiğini öne sürer. Tahkim, bu gerekçeyi haklı bulur ve geminin demirde beklediği süreyi staryadan saymaz.(LLR. 1953 Vol.2 Sayfa–65)[8]

Bu dava kararı "Parker test" olarak bilinmektedir. Ancak kararın sürekliliği ve uygulanabilirliği diğer bir dava kararı tarafından çürütülmüştür [9]. "Reid Test" olarak bilinen karar [9], Johanna Oldendorff gemisinin dâhil olduğu bir dava ile ortaya çıkmıştır.

"Johanna Oldendorff" Liverpool limanına yükleme yapmak üzere varmıştır. Ancak geminin beklemesi talimatı verilmiş, coğrafi koşullar ve seyir kısıtlamaları yüzünden normal ticari alan sınırlarına değil, limanın kanuni sınırları içersinde yer alan 19 mil uzaklıktaki başka bir bekleme alanında demirlemiştir. Çarterer geminin ticari sınırlar içersinde demirlemediğinden coğrafi olarak varmadığını ve starya süresinin başlamayacağını belirtir. Ancak tahkim, çartererin tezini savunmayarak geminin vardığına ve starya süresinin başladığına karar verir. (LLR 1973 Vol–2 Sayfa–285)[10]

"Reid Test", ticari alan tanımını daha da genişleterek, kanuni alan kavramını ortaya koymuş ve donatanın avantajına olan bu kararı vermiştir. Geminin coğrafi olarak varması, bu karar ile daha fazla esneklik kazanmıştır.

"Maratha Envoy" Bremen limanına yükünü tahliye etmek üzere varmıştır. Ancak gemilerin normal olarak beklediği alan hem ticari hem de kanuni alan sınırlarının içersinde değildir. Liman sınırları, limanın içinde bulunduğu kanalda başlamaktadır. Ancak bu bölge de, seyir emniyeti açısından, gemilerin demirlemesine elverişli bir bölge değildir. Donatan, gemi kaptanına kanal içersine girmesi, ihbarını vermesi (NOR-Hazırlık Mektubu) ve tekrar bekleme alanına dönmesi talimatını verir. Kaptan, talimat doğrultusunda hareket eder ve ihbarını verdikten sonra bekleme alanına geri döner. Ancak tahkim, coğrafi olarak varmasının yanı sıra aynı zamanda geminin o bölge içersinde kalması gerektiğini belirterek starya süresinin başlayamayacağına karar verir. (LLR 1977 Vol–2 Sayfa–217)[11]

Yukarıdaki dava örneği de, "Reid Test" olarak bilinen uygulamanın geçerliliğini kabul etmekte ve bu doğrultuda bir karar vermektedir. Bununla birlikte, İngiliz ve

Amerikan uygulamalarının arasındaki farklılığı gösteren aşağıdaki dava kararı, farklı bir yaklaşım göstermektedir.

“Polyfreedom”, Rotterdam limanına yükleme yapmak üzere varmıştır. Geminin demirlediği bölge ticari ve kanuni sınırlarının dışındadır. Çarterer geminin coğrafi olarak varmadığını, bu nedenle starya süresinin başlayamayacağını ileri sürer. Amerikan tahkim, geminin ilerleyebildiği kadar ilerlediğini ve makul bir mesafeye kadar ulaştığına karar vererek starya süresinin başlamış olduğuna karar verir. (AMC 1975–1826)[12]

Bir diğer antlaşmazlık durumu ise, rıhtım C/P’ si olarak kararlaştırılan bir formun (WIBON), hangi durumlarda bir liman C/P’sine (WIPON) dönüştürülebileceği halleridir. Bilindiği gibi, yukarıda verilen tanımlama hazırlık mektubunun nerde verileceğini ve doğal olarak da starya süresinin ne zaman başlayacağını doğrudan etkilemektedir. Bu konu hakkında ortaya çıkmış ve “Kxzikos” adlı bir geminin dâhil olduğu bir antlaşmazlık yüzünden, bu geminin adıyla anılan kararda, bir rıhtım C/P’sinin ancak, geminin rıhtıma, limandaki tıkanıklık yüzünden ulaşamaması durumunda liman C/P’sine dönüştürülmesini sonuca bağlamaktadır.

“Kxzikos; WIBON clause is interreted to convert a berth charter into a port charter only if the vessel cannot reach to the berth because of port congestion.”[9]

Yukarıdaki açıklama, donatanın avantajına olan bir durumdur. Ancak, yine yorum farkı nedeniyle aşağıdaki dava örneği, donatanın aleyhine sonuçlanmıştır.

“Darrah”, Gencon formu ile kiralıktır. Tripoli limanından yükleme yapacaktır. Ancak limandaki tıkanıklık nedeniyle, bekleme alanında hazırlık mektubu verilir ve starya süresi başlar. Antlaşmada, straya süresinin muafiyetleri, “SSHEX” ve “Bad weather” olarak belirtilmiştir. Donatan, bu muafiyetlerin rıhtımda olabileceğini bekleme alanında operasyon olmadığından, uygulanamayacağını belirtir. Ancak tahkim bu iddiayı reddeder. Eğer bir rıhtım C/P’si liman C/P’sine çevrilmiş ise, sözleşmede belirtilen muafiyetler hala etkindir. (AMC–1977 Sayfa–157)[13]

Daha önceden belirtildiği gibi, starya süresinin başlatılması konusu hem donatan hem de çarterer tarafından tartışılan bir durumdur. Tarafların bu konuda sıkıntı yaşamamaları için, sözleşmeyi dikkatli bir şekilde incelemeleri ve bu tartışmaların önüne geçecek kararları almakta dikkatli davranmaları gerekmektedir. Donatan aleyhine verilen kararların, çoğunlukla uygun şekilde verilemeyen hazırlık mektubu nedeniyle olduğu göze çarparken, çartererlerin geminin coğrafi olarak varma durumlarını iyi şekilde süzememeleri nedeniyle aleyhte kararla karşılaştıkları uygulamada görülmektedir. Bu iki durumun iyi şekilde değerlendirilmesi, tarafları muhtemel mali kayıplardan koruyabilir.

Normal olarak standart bir C/P formunda yer almayan, ancak tarafların üzerinde antlaşmaya varmaları durumunda sözleşmeye dâhil edilebilecek birçok kloz mevcuttur. Bunlardan biri de, çarterera starya süresinin başlatılması konusunda koruma sağlayan "swell" ya da "surf" klozudur. Özellikle gel-git nedeniyle su seviyesinin gün içinde hızla değiştiği liman bölgelerinde, geminin draftından dolayı yükleme ya da boşaltma yapamadığı zamanlarda, hiç şüphesiz gemi su seviyesinin yeterli olduğu başka bir bölgede uygun su seviyesini beklemek durumundadır. Bu nedenle kaybolacak zamanının staryadan sayılmaması adına, surf klozunun C/P'ye eklenmesi, çarterer adına önemli bir avantaj olacaktır.

4.7 Zaman Esaslı Genel Charter Party Formları [3]

Bu bölümde, zaman esaslı C/P formaları incelenecektir. Diğer formalardan farklı olarak, zaman esaslı genel formaları daha geniş tanımlamaları ve sorumlulukları bünyesinde barındırmaktadır. Taraflar arasındaki antlaşmazlıklar, zaman esaslı kira sözleşmelerinde, diğerlerine oranla daha fazladır. Ayrıca daha büyük tazminler söz konusudur. Bunun temel nedeni, taraflar arasındaki ticari ilişkinin uzun bir süre için korunuyor olmasıdır. Bu tip formların, belirli bir taraf ya da yük için hazırlanmamış olmaları da bir diğer sorunu teşkil etmektedir. Bu nedenle bu bölümde, zaman C/P formları içinde önem teşkil eden klozlar ön planda tutularak araştırma yapılmıştır. Ayrıca bazı örnek davalar da örnek olarak verilecektir.[14]

4.7.1 Bale and Deadweight Capacity (Bale ve DWT Kapasite)

NYPE formu geminin yük taşıma kapasitesinin kesin olarak tanımlanmasını istemektedir. Baltime formunda, gemi kapasitesi "about" terimi ile tanımlanmaktadır. Bu terim donatanı daha sonradan geminin yükleme kapasitesi ile ilgili antlaşmazlıklara karşı korur. "about" teriminden kasıt, geminin toplam kapasitesi üzerinden ± %5'e karşılık gelen değerdir.

4.7.2 Speed and Consumption (Hız ve Yakıt Tüketimi)

NYPE ve Baltime formlarında hız ve yakıt tüketimleri "about" terimleriyle tanımlanmıştır. Elbette bir geminin kesin olarak garanti edilmiş bir süratte ilerlemesi ve garanti edilmiş yakıt tüketim miktarını sağlaması mümkün değildir. Bu açıdan hız ve yakıt tüketimi garantisi 4 Beafourt kuvvetindeki hava ve deniz durumu altında yaklaşık olarak belirtilmiştir. "about" terimi, hız için saatte ± 0,5 knot'lık bir sürat ve yakıt tüketimi için ise garanti edilen günlük yakıt tüketiminin ± %5'lik bir değeri tanımlamaktadır.

4.7.3 Charter Period (Charter Süresi)

Bir zaman esaslı C/P sözleşmesinin en önemli noktalarından biri, kira sözleşmesinin ne zaman başlayacağı ve ne zaman sona ereceğidir. Bilindiği gibi, genellikle bir geminin bir seferinin ne kadar sürede tamamlanacağı ve yükleme-boşaltma limanlarında ne zaman olacağı birçok etkene bağlıdır. Bu nedenle hem çarterer hem de donatan, geminin teslim zamanı ve geri teslim zamanı konusunda ayrıcalıklı olmak ve antlaşmazlıklara karşı kendilerini güvence altına almak isteyecektir. Genel olarak bir kira süresi dört farlı şekilde tanımlanabilir.

Min/Max Contract; Bu tip sizleşmede kira süresi minimum ve maksimum süre olarak donatan ve çarterer arasında kararlaştırılır. çarterer, kararlaştırılan minimum süre ile maksimum süre içersinde gemiyi tekrar donatana teslim etmelidir. Bu tip sözleşmeler çarterera erken ya da geç teslime izin vermez.

"About" Term Contract; Bu şekildeki bir sözleşme, çarterera geri teslim için ±15 günlük bir süre tanır. Erken ya da geç teslim çarterer için mümkündür.

Exact Period; Böyle bir sözleşme altında, çarterer gemiyi kararlaştırılmış kesin süre sonunda donatana teslim etmelidir. çarterer sadece, haklı geç ya da erken teslim hakkına sahiptir.

Trip C/P Contract; Bu şekildeki sözleşmeler, sadece bir sefer için ve belirli bir süre olmaksızın yapılmaktadır. Her ne kadar bu tip sözleşmeler sefer esaslı C/P sözleşmelerine benzese de, sorumluluk ve masraf dağılımı zaman esaslı C/P sözleşmelerindeki gibidir.

NYPE formunda kira süresi karşılıklı olarak antlaşmaya bırakılmıştır. Genellikle kesin bir süre üzerinden antlaşma sağlanır. Ayrıca çarterer bu form altında, son seferi kararlaştırılmış kira bedeli üzerinden süre dolmuş olsa bile tamamlama hakkına sahiptir. Bu ayrıcalık formda "…charterers having option to complete last round trip voyage under performance prior to redelivery at charterparty rate…" açıklaması ile düzenlenmiştir.

Baltime formunda ise kira süresi "about" terimi ile tanımlanmaktadır. Ayrıca son sefer ile ilgili açıklama " about the time fixed for the termination of the charter" olarak açıklanmaktadır. Bu durum donatan için bir avantaj olarak göze çarpmaktadır. Eğer kira süresi sonunda çarterer son sefer için gemiyi geç teslim edecekse ve o anki kira piyasa değeri, sözleşmedeki değerden yüksek ise, donatan aradaki oran kadar son sefer için kira bedelinin arttırılmasını talep edebilir.

4.7.4 Delivery (Geminin Charterer'a Teslimi)

Gemi, donatan tarafından çarterera belirlenen gün ve saatte ve limanda denize elverişli olarak çarterera teslim edilmelidir. NYPE formu denize elverişlilik garantisini

"… tight, strong, staunch…" ve "…in every way fitted for the service…" terimleriyle tanımlamaktadır. Baltime formu ise, donatanın denize elverişlilik garantisini "… in every way fitted for ordinary cargo serivce…" olarak tanımlamaktadır. Baltime formundaki tanımlama, yoruma açık görünmektedir. Ayrıca, denize elverişlilik teriminden kasıt, geminin tüm donanım ve teçhizatıyla, normal servis vermeye hazır olduğudur. Dokümantasyon da bu tanımın içine girmektedir.

"Madeliene", Baltime formu ile üç ay süre için kiralanır. Teslim, Kalkuta limanında olacaktır. Gemi teslimden sonra, "deratisation certificate"deki eksiklik yüzünden limandan ayrılamaz. çarterer, bu durumu denize elverişlilik garantisinin ihlali olarak değerlendirir ve sözleşmeyi iptal eder. Donatan, tahkime başvurur. Karar olarak, çartererin iptali haklı bulunur. (LLR 1967-Vol. 2 Sayfa 224)[15]

"Pencarrow", Baltime formu ile kiralanmıştır. Gemi "Swedish Measurement Certificate" belgesine sahip değildir. Çarterer, bu belgeyi gemi için Stokholm'de alır ve gerekli harçları öder. Daha sonra bu masrafları donatandan talep eder. Ancak, böyle bir belgenin zorunlu olmadığı ve herhangi bir gecikmeye neden olmadığı için donatan ödeme yapmaz. Tahkim, donatanı haklı bulur. (LLR 1933–45 Sayfa–190)[16]

Geminin teslimi ve geri tesliminde yapılacak olan "on-hire" ve "off-hire" sörveyleri zaman esaslı sözleşmelerin önemli noktalarından birini oluşturmaktadır. Sörveylerde tanımlanacak olan gemi kondisyonu, teslimden geri teslime kadar geçecek sürede korunmak zorundadır. Charter süresi boyunca meydana gelebilecek kondisyon kayıplarının donatanın mı yoksa çartererin mı sorumluluğunda olduğunu tanımlamak, bu nedenle karşılaşılan antlaşmazlıkların büyük bir bölümünü teşkil etmektedir. Bu nedenle hem donatan hem de çarterer, kiraya başlama ve kiradan çıkma denetimlerini dikkatle takip etmekle, ileride karşılaşılacak muhtemel antlaşmazlıkların önüne geçebilirler. Ayrıca, teslim ve geri teslimdeki yakıt miktarlarının ne şekilde olacağını tanımlamak tarafların karşılamak zorunda oldukları başka bir gereksinim olarak ortaya çıkmaktadır.

4.7.5 Safe port, Safe Berth (Güvenli Liman-Güvenli Rıhtım)

Zaman esaslı C/P sözleşmelerinde, çartererin sağlaması gereken en önemli garantilerden biri de güvenli liman ve rıhtım garantisidir. "Eastern City" davası olarak bilinen kararda, güvenli liman ve rıhtım garantisi için hâkimin tanımlaması örnek teşkil ederek literatüre girmiştir. Buna göre, güvenli liman ve rıhtım, belirli bir limana ancak belirli bir geminin olması gerekenden daha fazla bir denizcilik yeteneği ve gemicilik bilgisi gerektirmeden güvenli bir şekilde ulaşması, işlemini tamamlaması ve ayrılması olarak tanımlanmıştır.

“Eastern City” Case; This particular ship can reach, use, and depart a particular port and berth safety without requiring extraordinary skill or seamanship.[9]

NYPE formuna göre çarterer, güvenli liman ve rıhtım garantisi sağlamalıdır. Bu açıklama, “The vessel shall be loaded and discharged in any safe dock or at safe berth or safe place that charterers or their agents may direct, provided the vessel can safety enter, lie, and depart always afloat at any time of tide” olarak açıklamaktadır. Buradaki “safe place” terimi, garantiyi genişletmek amacıyla kullanılmaktadır.

4.7.6 Redelivery (Geri Teslim)

Çarterer, kararlaştırılan süre sonunda, belirtilen liman, gün ve saatte gemiyi geri teslimle yükümlüdür. NYPE formunda geri teslim şartı, “…in like good order and condition…” terimi ile tanımlanmaktadır. Bu açıklamaya göre, çartererin hatasından kaynaklanan arızalanma ve hasarlaşmalar yine çartererin hesap ve sorumluluğuna olacaktır. Ancak, maddede verilen “…wear and tear…” açıklaması, geminin kullanılmasından kaynaklanana sıradan yıpranmaların, hasarlaşma ya da arızalanma olarak sayılmayacağını belirtmektedir.

4.7.7 Payment of Hire and Withdrawal (Kira ödemesi ve Geminin Hizmetten Çekilmesi)

NYPE formu, herhangi ödeme gecikmesi ya da yapılmaması durumunda donatana gemisini çartererin hizmetinden çekme hakkı vermektedir. Bunun yanında, donatan bu hakkını sadece geç ödeme ya da ödememe durumlarında değil aynı zamanda eksik ödeme durumlarında da kullanabilir. Baltime formu da aynı hakkı donatana vermektedir.

“Mihalios Xilas” Baltime formu ile kiralıktır. 9. ayın kirası 22 Mart günü yapılmalıdır. çarterer, 21 Mart günü eksik ödeme yapar. Neden olarak ise, geminin geri telsim tarihinin ve yakıt miktarının tahmini olarak hesap edilmesi ve buna göre kiradan düşürme olarak göstermiştir. Tahkim, eksik ödemeyi kabul etmez ve donatanı haklı bulur. (LLR 1976-Vol. 2 Sayfa–697)[17]

Ödemeler, “…in advance…” olarak tanımlanmış ve peşin olarak ödenmesi kararlaştırılmıştır. Ancak, son ödeme gününün tatil gününe denk gelmesi durumunda İngiliz ve Amerikan hukuku farklı yaklaşımlar gösterir. İngiliz hukukuna göre son ödeme gününün tatile gelmesi durumunda ödemenin, önceki iş gününde yapılmasını karara bağlarken, Amerikan hukukunda sonraki iş günü olarak belirtilmiştir.

Kira ödenmesi ile ilgili bir diğer antlaşmazlık, son ay ödemeleri üzerinde olmaktadır. Geminin ne zaman tam olarak teslim edileceği kesin olarak bilinemediğinden, hem donatan hem de çarterer kendilerini garanti altına almak

isterler. Baltime formuna göre, son ay ödemesi eksiksiz ve zamanında yapılmalı, eğer erken teslim söz konusu olursa, aradaki fark hesap edilmeli ve sonradan donatan tarafından çarterere ödenmelidir. Ancak NYPE formu, çarterere son ay ödemesini günlük olarak yapabilme hakkını vermektedir.

Her iki sözleşmede, çarterer kiradan eksiltme ve düşürme hakkına sahiptir. Ancak çarterer, donatana ihbarda bulunmalı ve bir sonraki ayın ödemesi üzerinden indirim yapmalıdır.

Anti-technicality Clause; Bilindiği gibi deniz aşırı ticari ilişkilerde her türlü mali akış bankalar üzerinden yapılmaktadır. Zaman zaman, çartererin ihmali olmadan, bankanın kendi ihmali ya da diğer nedenlerden dolayı ödemenin zamanında yapılamaması söz konusu olabilir. Böyle bir ihmale karşı çarterer, geminin hizmetinden derhal çekilmesini önlemek üzere kendisini garantiye almak durumundadır. Anti-technicality Clause da, bankadan kaynaklanan ödeme eksikliğini gidermek üzere çarterere avantaj sağlayan bir maddedir. NYPE formu, bu kloz altında çarterere, donatanın ihbarından sonra 48 ya da 72 saat süre tanımaktadır. Baltime formunda, bunu düzenleyen kesin bir hüküm yoktur. STB Time formu da, çarterere donatanın ihbarından sonra ödeme için 10 günlük bir süre tanımaktadır.

Düzenli olarak çarterer tarafından yapılan geç ödemeler, eğer donatan tarafından rutin olarak kabul edilmiş ise, donatan daha sonradan geç ödeme ile ilgili gemiyi hizmetten çekme hakkını kullanamaz. Düzenli geç ödeme teriminin ne kadar uzun bir süre olacağı tam olarak belirtilmemiş, takdir hâkim kararına bırakılmıştır.

BALTIME formunda ödemeler tam aylık ve peşin olarak yapılması şartı konmuşken, ASBA ve NYPE formlarında yarım aylık periyotlar için ödeme yapılması karara bağlanmıştır.

Geminin, kira bedeli ödenmemesi yüzünden hizmetten çekilmesi durumu, sıklıkla karşılaşılan başka bir antlaşmazlık durumudur. Donatan açısından, geminin hizmetten çekilmesi kararı önemli bir durumdur. Çoğunlukla tahkimde son bulan bu kararı almadan önce, donatanın hukuki destek alması önemlidir. Aksi takdirde yüksek miktarda tazminler söz konusu olabilmektedir. Aynı şekilde, çartererin kira periyodu süresince olacak kira dışı durumları için, kira bedelinden indirime gitmesi ya da ödeme yapmaması sözleşme tarafından tanınan bir haktır. Ancak, bu şekilde yapılacak bir uygulamadan önce mutlaka donatanla görüşmesi ve hukuki tavsiye alması şarttır. Uygulamada sıklıkla görülen durum ise, çarterer tarafından önce ödemenin yapılması, daha sonra antlaşmazlık konusunu tahkime taşımasıdır. Çünkü hemen hemen bütün zaman esaslı C/P sözleşmelerinde kira bedelinin eksiksiz ve peşin olarak ödenmesini karara bağlayan klozlar mevcuttur. çarterer kendi iddiasında haklı olsa bile, donatan bu klozdan yararlanarak tazminat talep edebilir [9].

4.7.8 Loading, Stowing, Trimming, and Discharging (Yükleme, İstifleme, Trimleme ve Boşaltma)

NYPE formu, yükleme ve boşaltma ile ilgili tüm masrafların çartererin hesabına olacağını kesin hükümle belirtmektedir. Ancak, bu durum normal şartlar atlındaki uygulamalarda geçerli olacaktır.

"Pythia" NYPE formu ile kiralıktır. River Shatt'da demir sahasında, yükün belirli bir kısmı boşaltılır. Geri kalan yükün tahliyesi için Khorramshahr limanına hareket eder. Ancak hareketinden kısa bir süre sonra başka bir gemiyle çatışarak tekrar ilk tahliyenin yapıldığı bekleme alanına döner ve kalan yükünü de burada tahliye eder. Tahkim, sefer planlaması dışında olan ikinci tahliye işlemi masraflarının donatanın risk ve hesabına olduğuna karar verir. (LLR 1982-Vol.2 Sayfa–160)[18]

Baltime formunda ise, yükleme boşaltma masraflarının çarterer tarafından karşılanacağı "…arrange and pay for…" olarak tanımlanmıştır. Bu terim, çartererin sadece yükleme boşaltma masrafların sorumluluğunu değil, aynı zamanda işçilerin ve gerekli yükleme-boşaltma teçhizatının hazır edilmesi sorumluluğunu tanımlar.

Zaman esaslı kira sözleşmelerinde, çarterer kendine ait olan yükleri taşıyabileceği gibi, genellikle üçüncü şahıslara ait yükleri de taşımaktadır. Böyle bir durum altında, çarterer ve/veya donatanın ihmali yüzünden üçüncü şahısların maddi kayıplarının tazmin edilmesi hukukda da öncelik taşır. Ancak, masraf dağılımının yapılması ve hangi partinin kayıptan ne kadar sorumlu olacağını belirtmek genellikle antlaşmazlıklara neden olabilir. İşte yukarıda anlatılan eksikliği gidermek üzere donatan ve çarterer arasında yapılan ve masraf dağılımının nasıl olacağını gösteren antlaşmaya "Inter-Club Agreement" denir. Bu şekilde imzalanmış bir antlaşmanın varlığından C/P sözleşmesinde bahsedilmelidir. Örneğin, NYPE formunun 27. Klozu Inter-Club Agreement'dan bahseder. Inter-Club antlaşmaları sadece zaman esaslı C/P sözleşmelerinde uygulanabilir. Sözleşme, donatan ya da çartererin ihmalinden kaynaklanan, yük kaybı, hasarlaşması, bozulması, eksilmesi, fazla miktar taşıması, gecikmesi ve kanuni masraflarını kapsar. Antlaşmaya göre, üçüncü şahısların yükleri ile ilgili kayıplar;

- geminin denize elverişsizliliğinden kaynaklanırsa-%100 donatan
- yükleme, boşaltma ve istif sırasında olursa-%100 çarterer
- yükleme, boşaltma ve istif sırasında olursa (yükleme ve boşaltma ile ilgili klozun "…and responsibilty…" terimini içerdiği durumlar)-%50 donatan-%50 çarterer
- eksik taşıma, fazla taşıma nedeniyle olursa-%50 donatan-%50 çarterer
- terleme ya da bozulma nedeniyle meydana gelirse-%100 donatan

oranında karşılanmalıdır. Oranlama genel tanım olup, asıl paylaşım yine tahkim tarafından yapılır.

Yukarda sıralanan ikinci ve üçüncü maddeler, sözleşmeye eklenen veya sözleşmeden çıkartılan bir kelimenin, sorumluluk ve masraf dağılımını nasıl değiştirdiğini göstermektedir. Genel olarak, yükleme ve boşaltma ilgili klozlarda, yükleme-boşaltma operasyonunun "…under the supervision of the Master…" terimiyle açıklanan şekilde kaptanın gözetimi altında olması gerektiğini belirtir. Kaptan gerekli ehemmiyet ve önemi gösterecek ancak yükleme-boşaltma ve istifleme hatasından kaynaklanan yük hasarlaşmalarından donatan sorumlu olmayacaktır. Ancak, aynı terimin arkasına eklenen "…and responsibility…" terimi, böyle bir durumda artık donatanın da sorumlu olacağını tanımlamaktadır.

"Shinjitsu Maru No:5" Yeni Zelanda'dan Batı Afrika'ya paletli yük yüklemektedir. Yükleme-boşaltma klozu "…and responsibility…" terimini içermektedir. İlk yüklenen yükler, paletli yüke uygun olmayan kutu yüklerdir. Daha sonra paletli yükler yüklenmeye başlar. Kaptan yükleyiciye protesto çeker ancak bu sırada yükleme devam eder. Bir sörveyör atanır ve kaptana yükün tekrar ve düzgün şekilde yüklenmesi tavsiye edilir. Bu durum geminin yola elverişli olmadığını göstermektedir. Sefer başladıktan sonra, yük başka bir limanda boşaltılır ve tekrar istiflenir. Bu operasyon boyunca yükte hasarlaşmalar meydana gelir. Ayrıca yükün tesliminde zaman ve kar kaybı olmuştur. Tahkim, kaybın %60 donatan, %40 çarterer tarafından tazmin edilmesine karar verir. (LLR 1985-Vol.1 Sayfa–568)[19]

Zaman esaslı kira sözleşmelerinde, çartererin kendi sahip olmadığı yükleri taşıması durumunda, yük ilgililerine karşı olan sorumluluğu önem arz ermektedir. Yükün yüklenmesi, taşınması ve boşaltılması süresince oluşacak hasarlaşmalar, hem donatan hem de çarterer tarafından dava konusu edilmektedir. 3. şahısların mali yapısının donatan ve çarterere oranla daha düşük olabileceği, hukukun önünde daha fazla dikkate alınmakta, yük ilgilileri kanun tarafından korunmaktadır. Çartererin, özellikle yük ile ilgili olan sorumluluğunu yerine getirme konusunda sorunlarla karşılaşması durumunda tazmine mahkûm olabileceği göz önünde tutulmalı ve yük ile ilgili sorumluluğunda daha temkinli olması gerekmektedir.

4.7.9 Singing of Bill of Lading (Konşimentonun İmzalanması)

NYPE formu, çarterer ya da onun temsilcilerinin, konşimentoyu kaptan adına düzenleyerek imzalamalarına olanak sağlamaktadır. Ancak, konşimentonun içeriği Mate's Receipt (Yükleme Ordinosu) içeriği ile uyuşmalıdır. Çarterer ya da onun temsilcileri tarafından imzalanmış geçersiz bir konşimento nedeniyle doğacak olan kayıp ve zararlardan donatan sorumlu olmayacaktır.

Baltime formu, konşimentonun kaptan tarafından imzalanmasını düzenler. İki form arasındaki bu farka bakarak, NYPE formunun çarterer, Baltime formunun ise donatanın avantajına olduğu söylenebilir.

4.7.10 Cancellation Clause (Sözleşmenin İptali Klozu)

Hem Baltime, hem de NYPE formu, geminin çarterere "…in every way fitted for ordinary cargo service…" teriminde tanımlanan duruma paralel olarak, denize elverişli halde teslim edilmelidir. Aksi durumlarda, çarterer sözleşmeyi iptal etme hakkına sahiptir.

"Madeleine" Baltime formu ile üç ay süre için kiralanmıştır. İptal etme tarihi 10 Mayıs olarak kararlaştırılmıştır. 6 Mayıs günü, gemi donatan sorumluluğu altındaki son seferi için yükünü tahliye eder. Ancak, teslim sörveyinden sonra kalkış denetlemesinde "de-ratting certificate" in yenilenmesi gerektiği belirtilir. Buna ek olarak liman otorite yenileme için, geminin ilaçlanmasını da talep eder. İlaçlama işlemi 12 Mayıs'ta sona erer. Ancak çarterer, 10 Mayıs 08.00'da iptal ihbarını donatana bildirir ve 20.48'de sözleşmeyi iptal eder. Tahkim, geminin en geç 10 Mayıs günü saat 18.00'da her şeyiyle teslime hazır olması gerektiğini neden göstererek çartererin iptal kararını haklı bulur. (LLR 1967-Vol.2 Sayfa 224)[15]

4.7.11 Off-Hire (Kira Dışı Klozu) [9,14,20]

Zaman esaslı C/P sözleşmelerinde, tarafların en çok antlaşmazlığa düştüğü ve büyük maddi sorumlulukların altına girdikleri durumlardan biri de off-hire (kira dışı) halleridir. Çarterer, herhangi bir nedenle kaynaklanan geminin tam servis verme kapasitesinin tamamen ya da kısmen ortadan kalkması durumunun, kira bedelini ödememek ya da indirime gitmek üzere sözleşmede tanımlanan kira dışı durumlarla uyuşup uyuşmadığını kontrol edecektir. Aynı şekilde donatan da, söz konusu durumun off-hire sayılmaması için yine C/P sözleşmesindeki ilgili klozdan yardım alacaktır. Kaba bir tarifle ilk bakışta uzun olan bir off-hire klozu çarterer, kısa olan bir off-hire klozu donatanın avantajınadır.

Bir zaman C/P formunda off-hire klozu, net lost of time (net kaybedilen zaman) ya da efficiency (etkin) off-hire klozu olarak adlandırılır.

Net Lost of Time Off-Hire Clause; Herhangi bir nedenden dolayı off-hire sayılan bir gemi, ancak off-hire olduğu mevkie ya da bu mevkie mesafe olarak eşit başka bir mevkie ulaştığında on-hire sayılır. Birçok modern C/P formundaki off-hire klozu, bu tip off-hire klozdur.

Efficiency Off-Hire Clause; Çalışma etkinliğini kaybeden bir gemi bu durumdan dolayı off-hire olmuş ise, tekrar çalışma etkinliğini elde ettiği anda on-hire sayılır.

Örnek olarak, zaman esaslı c/p altında çalışan bir gemi, limandan ayrıldıktan 2 gün sonra makine arızası nedeniyle tekrar ayrıldığı limana dönmesi gerekmektedir. Gemi, şüphesiz off-hire olacaktır. Ancak tekrar on-hire sayılması için hangi şartları sağlaması gerektiği c/p formundaki off-hire klozunun içeriğine bağlıdır. Şöyle ki; net lost of time off-hire klozuna göre makine arızasının meydana geldiği mevkie ya da bu mevkie eşit mesafedeki başka bir mevkie ulaştığında on-hire sayılacaktır. Ancak efficieny off-hire klozu altında, gemi makine arızasını giderildiği anda tekrar on-hire sayılacaktır. Hiç şüphesiz, net lost of time off-hire klozu çartererin, efficiency off-hire klozu donatanın avantajınadır.

NYPE formu, net loss of time off-hire klozu içermektedir. Ayrıca, sözleşme "deficiency of men" ve "default of men" tanımlarını da off-hire durumları arasında sıralanmaktadır. Bilindiği gibi, "deficinecy of men" terimi, yeteri kadar mürettebat olmaması durumları için (örneğin eksik zabit), "default of men" terimi ise yeteri kadar mürettebatın olduğu, ancak kendilerinin çalışmayı reddettikleri durumlar için geçerlidir. NYPE formunun off-hire klozu bakımından da çartererin avantajına bir kloz içerdiği söylenebilir.

Baltime formunda ise, tanımlamalar ve açıklamalar daha dar tutulmuştur. Ayrıca, Baltime formundaki off-hire klozu Efficiency Off-Hire klozudur. Buna ek olarak, bir geminin Baltime formuna göre kira dışı sayılabilmesi için, klozda bahsedilen durumların aralıksız olarak 24 saat devam etmesi gerekir. Aksi takdirde kira dışı durumundan bahsedilemez. Bu açıdan, form donatanın avantajına olarak değerlendirilebilir.

"Horden" Baltime formuyla kiralıktır. Anchorage'den Liverpool'a olan sefer sırasında geminin pruva direği kırılır. Bu, geminin seferini yapmasına engel olmaz ancak Liverpool tahliyesinde baş tarafta bulunan ambardan tahliye yapılmasını engeller. çarterer, geminin off-hire olduğunu, donatan ise yavaş da olsa hala tahliyenin olduğunu ve geminin kira sayılması gerektiğini söyler. Tahkim, geminin tüm tahliye boyunca off-hire olduğuna karar verir. (Com. Cas 1936–41 36)

"Ilissos" gemisinin mürettebatı 1943 yılında, 6 günden fazla süre için konvoy olmadan Newcastle limanından Galler'e seyretmeyi reddeder. C/P formu, off-hire klozunda "deficiency of man" kuralını içermektedir. Tahkim gemi adam sayısının tam olması nedeniyle bu durumu "deficiency of man" olarak değerlendirmez. (LLR 1948–82 Sayfa–196)[21]

Birçok C/P sözleşmesinin kira dışı durumları ile ilgili maddeleri "whatsoever" ve "or by any other cause" terimleri kullanılarak, kira dışı durumları genişletilmeye çalışılmıştır. Bu açıklamalar, "Ejusdem Generis" olarak adlandırılan kuralın sözleşmeye dâhil edilmesini sağlamaktadır. Bu terim Latince olup, "ejusdem"

“benzer”, “aynı” anlamına gelmekte, “generis” ise dilimizde “aile” kelimesine karşılık gelmektedir. “Benzer aileden”, “aynı aileden” olarak dilimize çevirebileceğimiz bu terim, benzer sebeplerden kaynaklanan ya da benzer sonuçlar doğurabilen durumlar için kullanılmaktadır. Bu nedenle, ünlü “Ejusdem Generis” hemen hemen tüm C/P sözleşmelerince kabul edilmiş ve tahkim tarafından dikkate alınan bir kural olarak ortaya çıkmaktadır.

“Apollo” NYPE formu altında kiralıktır. Nepal’ de tahliye süresince mürettebattan iki kişi tifüs şüphesiyle hastaneye kaldırılır. Gemi daha sonra Lower Buchanan limanına gider. Bu limanda, gemi Nepal’daki sağlık sorunları nedeniyle karantinaya alınır ve 30 saatlik bir süre kaybeder. Donatan, off-hire klozundaki durumlardan hiçbirinin oluşmadan zaman kaybettiğini belirterek geminin off-hire sayılamayacağını öne sürer. Ancak tahkim, “Ejusdem Generis” kuralı doğrultusunda zaman kaybını kira dışı olarak değerlendirir. (LLR–1978 Vol.1 Sayfa 200)[22]

NYPE–93 ve SHELLTIME–4 formlarında, “whatsoever” ve “or by any other cause” terimlerinin yanına “similar” terimi de eklenerek, “ejusdem generis” kuralının içeriği genişletilmeye çalışılmıştır.

Birçok C/P sözleşmesi genel olarak ITF klozunu standart bir madde olarak bünyesinde barındırmaz. Antlaşma sırasında tarafların karşılıklı karar vermeleri ile C/P’ye dâhil edilebilir. Ancak ITF klozu çarterer açısından çok önemli ve mutlaka sözleşmeye dâhil edilmesi gereken bir maddedir. Özellikle çalışma şartlarının zorlaşıp, çalışma ücretlerinin düştüğü dönemlerde, her sektörde olduğu gibi denizcilik endüstrisinde de grevler kaçınılmaz hareketler olarak ortaya çıkmaktadır. Bu açıdan, ITF (International Transportation-Workers Federation) ulaştırma sektöründe çalışanlar ve işverenler üzerinde önemli etkiye sahiptir. Çoğu zaman böyle bir etki, özellikle finansal kapasitesi düşük olan çartererlar için mali bir yıkım olabilir. Her ne kadar, “deficieny of man”, “default of man” ve “strike” terimleri off-hire klozunda yer alsa da, aşağıda verilen dava örneğinde olduğu gibi ITF klozunun C/P sözleşmesine dâhil edilmesi çarterere önemli bir avantaj sağlayacaktır.

“Manhattan Price” Shelltime–3 formu ile kiralanmıştır. ITF klozu C/P’ye eklenmemiştir. Gemi personeli normal standartlarda maaş alamadıklarını ITF’e bildirirler. Gemi, ITF’in talebi doğrultusunda Oxelsund limanında, liman çalışanları tarafından boykot edilir ve hiçbir liman hizmeti verilmez. Çarterer, gemin etkin çalışma (efficient working) koşulu altında engellendiğini öne sürerek zaman kaybının kira-dışı sayılması talep eder. Ancak tahkim, gemi personelinin, rutin sorumluluklarını yerine getirmekten kaçınmadıklarını, aynı şekilde sahil çalışanlarının da sadece konusu geçen gemiye hizmet etmediklerini, diğer gemilere normal hizmetin devam

ettiğini bildirir. Tahkim, etkin çalışma prensibinin, fiziksel olarak etkin çalışma olması gerektirdiğine karar verir ve çartererin talebini reddeder. (LLR–1985 Sayfa–140).[23]

Bölümün başında belirtildiği gibi zaman esaslı C/P sözleşmelerinde donatan ve çarterer arasında doğan anlaşmazlıkların büyük bölümü kira dışı olma durumuyla ilgilidir. Bu nedenle, birçok dava emsal teşkil etmiş, birçok ünlü dava kararı da günümüzde benzer antlaşmazlıkların çözümünde kullanılmaktadır. Tahkim kararları her zaman önem arz etmiştir. Gün geçtikçe de antlaşmazlıkların, bu işte uzman olmuş kişiler tarafından çözümlenmesi ihtiyacını ortaya koymaktadır. İş mahkemelerin tahkimden farkı, hakemlerin denizcilik sektöründe uzun süreli bir tecrübeye sahip olmaları ve uzman gözüyle antlaşmazlıklara yaklaşabilmeleridir. Aşağıdaki dava örneği, yukarıda bahsedilen farkın ne kadar önemli olduğunu ortaya koymaktadır.

"Yaye Maru" NYPE formu altında kiralıktır. Gemi, Virginia limanında kömür yüklemesi yapmayı beklerken, ambargo nedeniyle yükleme yapamaz. Çarterer, geminin ambargo bitene kadar demirde beklemesini talep eder. Demirde bekleme sırasında, gemiye başka bir gemi çarpar ve hasar oluşur. Gemi, tersanede onarıldıktan sonra tekrar demir sahasına döndüğünde ambargo hala devam etmektedir. Çarterer geminin, tersanede olduğu süreyi off-hire olarak değerlendirilmesini talep eder. Donatan, ise çartererin bu kaza ve onarım nedeniyle bir zaman kaybetmediğini, geminin dönüşünde ambargonun hala devam ettiğini belirtir. 4. Temyiz Mahkemesi gemiyi off-hire olarak değerlendirir. (1921–274 F–190 4th Circ. Knapp CJ)[24–25]

Bu dava örneği, denizcilik davaları arasında kötü bir dava kararı olarak değerlendirilmekte, kararın denizciliğin ticari yapısına uygun olmadığı görüşleri belirtilmektedir [9].

4.8. Tanker Sefer Charter Party Formları [3,26–27]

4.8.1 ASBATANKVOY

Freight (Navlun); Navlun ücreti "intake quantity" ve indirim ya da kesinti olmadan "upon delivery of cargo at destination" terimiyle tanımlanarak ödenecektir. Navlunun ücretinin sadece ROB (Remain on Board) durumunda düşürüleceği belirtilmektedir.
Starya Süresi (Laydays); Laytime süresi başlamadan önce 6 saatlik bir boş zaman (free time) sözleşmede çarterer için sağlanmaktadır. Bu zaman zarfında starya süresinin başlamayacağı ve çalışılsa bile starya süresinden sayılmayacağı gösterilmektedir.

NOR (Notice of Readiness-Hazırlık Mektubu); Starya süresi, NOR verildikten 6 saat sonra başlamaktadır. Ancak sürastarya olması durumunda böyle bir bekleme zamanı söz konusu olmayacaktır. Çarterer geminin varışında yanaşılacak bir rıhtım sağlayamazsa (kendi kontrolü dışında olsa bile) zaman kaybından sorumlu olacaktır.

Sürastarya (Demurrage); Eğer gemi sürastaryaya düşmüş ise, kararlaştırılmış bedelin yarı yarıya düşürülebileceğini öngören bir açıklama mevcuttur. Ancak bu durum, çartererin kontrolü altında olan çalışma sahasında meydana gelen ancak onun hatası nedeniyle olmayan yangın, patlama, yükleme boşaltma teçhizatlarında olan arızaları kapsamalıdır. Sürastarya bedeli ödemesi "pro rata" ya da "day by day" terimiyle tanımlanmıştır. Bedel sadece ne kadar sürastarya olmuş ise o kadar ödenecek, 1 saat sürastarya 1 gün sürastarya kuralı uygulanmayacaktır.

Safe Berth –Shifting; Birçok tanker sefer C/P sinde olduğu gibi, ASBATANKVOY'da da çarterer tarafından safe berth-safe port (güvenli rıhtım-güvenli liman) garantisi verilmez. Bunun yerine, çartererin "due diligence" yani kendinden beklenen sorumluluğu yerine getirmesi beklenir. Shifting (geminin yer değiştirmesi) starya süresinden sayılmaz. Ancak çarterer tarafından talep edilen shifting süresi starya süresinden sayılacak ancak yakıt ve diğer yer değiştirme masrafları donatanın hesabına olacaktır.

Pumping in and out; Gemiye yapılacak olan yükleme sırasındaki pompalama miktarındaki değişiklikler çartererin hesabına olacaktır. Ancak "permanent hose connection" terimiyle tanımlanan, devamlı hortum ya da devre bağlantısı gemi tarafından sağlanmalıdır.

4.8.2 BPVOY 4

Loading/ Discharging Port/Berth (Yükleme/Boşaltma Limanı/Rıhtımı); Safe Berth/Port garantisi yoktur. Her türlü yer değiştirme (shifting) için geçen süre starya zamanından sayılmaz. Ancak yakıt masrafları da dâhil olmak üzere tüm masraflar çartererin hesabınadır.

NOR (Notice of Readiness-Hazırlık Mektubu); Demirleme alanlarında ve ticari bekleme bölgelerinde yanaşmak üzere geminin beklediği süre starya süresinden sayılmamaktadır. Hazırlık Mektubu sadece yanaştıktan sonra rıhtımda verilebilir.

Laytime and Demurrage (Starya Zamanı/Sürastarya); Pazar ve tatil günleri starya zamanından sayılmaktadır. Ancak ticaret mallarındaki değişimler ve yasaklamalar bu durumu değiştirilebilir. Bu C/P formu da 6 saatlik bir bekleme zamanı sağlamaktadır.

Half Demurrage (Yarı Sürastarya Bedeli); Sürastraya bedeli, kararlaştırılmış Sürastarya bedeli üzerinden yarı yarıya düşürülebilir. “adverse tidal conditions which could not reasonably have been pradicted” terimi ile gel-git değişimi nedeni ile oluşabilecek olan zaman kayıplarının çartererin hesabına olmayacağı kararlaştırılmaktadır.

Claim Bar(Zaman Aşımı); Sürastarya ile ilgili olan tazminatlar için zaman aşımı, bildirim için 90 gün, gerekli dokümanların ulaştırılması için 180 gün olarak belirtilmektedir.

4.8.3 EXXONMOBILVOY

Freight (Navlun); Navlun, boşaltma sonucundaki miktara bağlı olarak ve o miktar üzerinden ödenir. Bu koşul SHELLVOY 5 ile aynıdır. ROB (Remaining on Board) kuralı bu C/P sözleşmesinde de geçerlidir.

Demurrage/Deviation Rate (Sürastarya/Sapma Ücret Oranı); Her hangi bir sapma durumunda ödenecek olan miktar sözleşmede kararlaştırılan Sürastarya oranı ile aynıdır.

NOR (Notice of Readiness-Hazırlık Mektubu); Hazırlık Mektubu, “costumary achorage” ile tanımlanan, ticari bekleme veya demirleme alanında verilebilir.

Laytime/Demurrage (Starya/Sürastarya); Diğer C/P lerde olduğu gibi, bu sözleşme de çarterere gemi yanaştıktan sonra 6 saatlik bir bekleme ya da boş zaman sağlamaktadır. Ancak bu süre içersinde yükleme ya da boşaltma başlar ise, starya süresi de başlar. Yarım sürastarya bedeli uygulaması bu C/P’de de mevcuttur. Koşullar ise sözleşmede yangın, grev, lokavt, iş durdurma, sahil tesisindeki ekipman veya makine arızası olarak sıralanmıştır.

Place of Loading/Discharging (Yükleme/Boşaltma Yeri); Çarterer, güvenli liman ya da rıhtım garantisi vermez. Ancak “due diligence” şartı altında gerekli sorumluluklarını yerine getirmekle mükelleftir. Diğer formlardan farklı olarak, eğer gemi rıhtımda, yükleme ve boşaltma süresi boyunca garanti edilen pompalama ya da ısıtma gereklerini yerine getiremez ise, çarterer ya da onun acentesi tarafından diğer gemileri arıza giderilene kadar bekletmemek amacıyla, geminin demirleme sahasında beklemesi talep edilebilir.

Pump in/Pump out; Gemiden kaynaklanan dışarıya pompalama ya da boşaltma arızaları nedeniyle oluşacak masraflara donatana ait olacak, kayıp zaman staryadan sayılmayacaktır.

4.8.4. SHELLVOY 5

Freight (Navlun); Navlun, yükün teslim edilmesine bağlı olarak, teslim edilen miktar üzerinden B/L'ye bağlı olarak ödenir.

Loading/Discharging (Yükleme/Boşaltma); Yük, çartererin hesabına yüklenir ve donatanın hesabına boşaltılır. Her iki durumda sahilde ve gemide devamlı hortum bağlantısı şartı aranır.

NOR/Çalışma Zamanı; Eğer gemi, yanaşacağı rıhtıma seyir emniyeti, meteorolojik koşullar ya da liman otoritesi talepleri nedeniyle ilerleyemiyor ise, hazırlık mektubu rıhtım dışında verilemez ve starya süresi başlamaz. Ancak ilerleyememenin nedeni rıhtım ya da liman yoğunluğu nedeni ile olursa, gemi ticari bekleme alanında hazırlık mektubunu verebilir, starya süresi başlayabilir.

Demurrage (Sürastarya); Yangın, liman tesisindeki patlama mücbir sebepler, savaş, ayaklanma, isyan gibi nedenlerden dolayı gemi sürstaryaya düşmüş ise sürastarya bedeli kararlaştırılmış bedelin yarısı olarak ödenebilir. Grev ve liman tesisindeki ekipmanların arızalanması durumunda da aynı kural geçerlidir. Sürastarya nedeniyle donatan tarafından yapılacak olan hak talepleri, bildirim için 60 gün, gerekli evrakların gönderilmesi için 90 gün içinde yapılmalıdır.

4.8.5 INTERTANKVOY

NOR (Notice of Readiness-Hazırlık Mektubu); Hazırlık Mektubu, ticari ya da normal bekleme alanında verilebilir. Liman ya da rıhtımda olacak sıkışıklıklar, çartererin risk ve hesabınadır. 6 saatlik bir bekleme süresi olup, kullanılması durumunda starya süresinden sayılır. Birden fazla yükleme ya da boşaltma limanı var ise, 6 saatlik bekle süresi ara limanlar için uygulanmaz.

Laytime (Starya Süresi); Demirden rıhtıma, rıhtımdan demire geçişlerde geçecek olan süre starya ya da sürastarya süresinden sayılmaz. Ayrıca pilot ve römorkör bekleme, tank temizleme, balast boşaltma ve gemiden kaynaklanan nedenlerden dolayı kaybedilen zaman staryadan sayılmaz

Demurrage (Sürastarya Bedeli); Yarı yarıya sürastarya bedelinin düşürülmesi ile ilgili kural, diğer C/P'lerde olduğu gibi bu formda da geçerlidir.

Freight (Navlun); Navlun ödemesi, "intaken quantitiy" ya da "B/L weight" terimleriyle tanımlanmıştır. Bu da donatan için avantaj sağlamaktadır.

4.9 Tanker Zaman Charter Party Formları [14]

4.9.1 BPTIME 3

Hire (Kira); "pro rata" terimiyle tanımlanan kira ödemesi, her gün için kirada olan zaman dikkate alınarak ödenir. Çarterer geç ödemelerde, 5 banka günü hakkına

sahiptir. Bu hak ancak donatanın ihbarından sonra geçerli olabilir. Eğer bu süre sonunda da ödeme olmaz ise donatan, ihbarını takip eden 24 saat sonunda gemisini çartererin hizmetinden çekebilir. Geç ödeme durumlarında, günlük faiz oranı bu C/P formu altında yer almamıştır.

Performance of the Vessel (Geminin Performansı); Birçok C/P formunda olduğu gibi, bu form altında donatan gemisinin belirtilmiş sürat ve yakıt tüketimini garantim etmek durumundadır.

Off-hire (Kira dışı durumları); Birçok c/p formunda olduğu gibi, BPTIME 3 formu da net lost of time off-hire klozu içermektedir. Ayrıca, off-hire süreleri çartererin opsiyonu altında normal kira süresinin sonuna eklenebilir. Bu kurala uygulamada tacking adı verilir.

B/L (Bill of Lading-Konşimento); Bu form altında konşimento, kaptan tarafından imzalanacaktır.

4.9.2 SHELLTIME 4

Payment of Hire (Kiranın Ödenmesi); Kira ödenmesi “pro rata” ile tanımlanmış olup, her gün için ve on-hire olunan zaman için ödenir. Geç ödenme durumlarında çarterer, donatanın ihbarından sonra 7 günlük bir süre içersinde ödeme yapmak zorundadır. Bu gecikme süresince her geç gün için kira bedeline faiz uygulanır. Faiz oranı, Manhattan Chase bankasının, ödemenin yapılması gereken son gün saat 12.00’daki faiz oranı ya da bu orandan %1 fazla olabilir.

Overtime (Fazla Çalışma Ücretleri); Çartereri ilgilendiren işler ile ilgili olarak gemi personelinin fazla çalışma masrafları, çarterer tarafından karşılanmalıdır.

B/L (Bill of Lading-Konşimento); Konşimento, kaptan tarafından çartererin direktifleri doğrultusunda imzalanmalıdır.

Final Voyage(Son Sefer); Geminin, kira süresi sonunda, geri teslim limanına balastlı olarak seyretmesi durumunda eğer kira süresi dolmuş ise, bu sefer tamamlanana kadar çarterer, c/p de kararlaştırılan kira oranı üzerinden ödemeye devam edebilir.

Loss of Vessel (Geminin Kaybedilmesi); Geminin tam kaybı durumunda, donatan tüm peşin ödenmiş kira bedelini, geminin tam kaybının olduğu günün öğlen saatinden itibaren çarterere geri ödemekle yükümlüdür.

Off-Hire (Kira Dışı Durumları); Geminin off-hire sayılması için, c/p de belirtilen off-hire durumlarının 3 saat kesintisiz devam etmesi gerekmektedir. Bu süreden daha az süreyle devam edecek durumlar off-hire’dan sayılmayacak, ancak daha fazla süreli durumlarda ise off-hire, durumun başladığı andan itibaren varsayılacaktır.

Charter periyodu, daha önceki bölümlerde belirtildiği gibi, sözleşme yapılırken donatan ve çarterer arasında kararlaştırılır. Ancak denizciliğin doğası nedeniyle, tam

olarak kararlaştırılan zamanlarda geminin teslimi ve geri teslimi çoğunlukla mümkün olmamaktadır. Bu nedenle, kira süresi genellikle eksik ya da fazla belirli bir zaman dilimiyle opsiyonlu olarak kararlaştırılmaktadır. Özellikle, geri teslimde çarterera, geminin son seferini tamamlayıp geri teslim limanına ulaşmasını sağlamak üzere opsiyon sunacak klozlar C/P sözleşmesine konmalıdır. Bununla birlikte, kira süresini tanımlayan birden fazla klozun bulunduğu bir sözleşme, yanlış yorumlama nedeniyle her iki taraf için sorun teşkil edebilir. Aşağıdaki dava örneği buna örnektir;

"Kriti Akti" 2000 yılında SHELLTIME 3 formu altında kiralanmıştır. Sözleşmede kira süresi 11 ay olarak kararlaştırılmış, ± 15 gün çarterer opsiyonu bulunmaktadır. Bir diğer kloza göre, çarterer, kira süresi bitiminde hala bir sefere devam ediyorsa bu seferini tamamlamaya ve geri teslim limanına gitme hakkına sahip olacaktır. Başka bir klozda ise, çarterera " tacking" opsiyonu verilmiş ve off-hire süreleri de kira süresi sonuna eklenebilecektir. Gemi kira süresi boyunca toplam 36 gün off-hire sayılmıştır. Normalde 24 Nisan 2001 günü bitecek olan kira süresi, çartererin 15 günlük opsiyonu ve "tacking" opsiyonu kullanması ile 14 Haziran gününe uzatılmıştır. 29 Mayıs günü gemi Santos Limanında iken, son bir sefer olarak New York Limanı'ndan San Sebastian Limanına sefer talimatı verilir. Ancak donatan, son seferin 15 gün içinde tamamlanamayacağını bu nedenle, kira bedelinin tekrar anlaşılması gerektiğini öne sürer. Çarterer ise, sözleşemeye göre, son seferini tamamlama hakkına sahip olduğunu öne sürerek bu talebi reddeder. Donatan, Santos limanında gemisini hizmetten çeker. Tahkim, çartererin son sefer klozundaki hakkının ancak sefere başladıktan sonra makul nedenlerle kullanılabileceğini, zaten kira süresi sonuna kadar bitirilmesi mümkün olamayacak son sefere gönderilmesinin bu klozla uygulanamayacağını belirterek donatanı haklı bulur. (English Court of Appeal: Brooke and Mance LLJ, Park J .[2004] EWCA Civ 116: 20 February 2004) [28]

4.9.3 STB TIME

Term (Terimler); Charter süresi, "about" terimiyle tanımlanmış olup, 14 gün MOL (more or less) opsiyonu çarterer tarafından kullanılabilir. Off-hire zamanları, kira süresi sonuna eklenebilir (tacking opsiyonu).

Hire Payment (Kira Ödemesi); Kira bedelinin çek ile ödenmesi formda karşılaştırılmıştır. "pro rata" teriminin olmaması çartererin dezavantajına olarak görünmektedir. Ödemeler, aylık taşınan tonaj üzerinden yapılması, donatanın dezavantajınadır.

Loss Of Vessel (Geminin Kaybedilmesi); Kira bedeli, geminin kaybolduğu andan itibaren ya da bu bilinmiyorsa kaybolduğunun bildirildiği andan itibaren durdurulabilir.

Adjust Hire (Kira Bedelindeki Düzeltmeler); Geminin, garanti edilen süratten daha yavaş bir süratle servis vermesi ve bunun sonucunda geç kalınması durumunda “pro rata terimiyle tanımlanan ve c/p de karalaştırılan bedel oranında kira bedelinden indirim yapılabilir. Kararlaştırılan miktardan daha fazla tüketilen yakıt ise, donatan tarafından ödenir.

Off-Hire (Kira Dışı Durumları); Off-hire durumları, 12 saat kesintisiz devam etmelidir. Aksi takdirde off-hire’dan sayılmayacaktır. Formdaki off-hire klozu, net loss of time off-hire klozudur.

B/L(Bill of Lading-Konşimento); Konşimento kaptan tarafından imzalanabileceği gibi, çarterer da konşimentoyu düzenleyebilir ve kaptan adına imzalayabilir.

5. SONUÇ

C/P sözleşmeleri, deniz yolu ticaretinde, taşıyan ve taşıtan arasındaki hukuki ilişkiyi ortaya koymakta ve tarafların sorumluluklarını tanımlamaktadır. Yük gruplarına, gemi tiplerine ve bölgelere göre farklılık gösteren ve taşıyan ve taşıtan tarafından kullanılan bu sözleşmeler, gün geçtikçe daha da çeşitlenmekte, özellikle denizciliğin topyekûn bir endüstri halinden çıkıp kendi içinde özelleşmesi ile her farklı grup için önem arz etmektedir. Kendi içinde farklılaşan sektör, ilgililerini, gemi adamından taşıyana kadar sadece bir özel bir dalda uzmanlaşmaya zorlamaktadır. Her ne kadar büyük taşıma şirketleri, denizciliğin her dalıyla ilgilense bile, farklı yük grupları için farklı operasyon grupları oluşturmaktadırlar. Bu operasyonlarda görev alacak kişilerin, kendi departmanlarına uygun yöntemleri benimsemeleri, gelişen teknolojiyi takip etmeleri ve sektöre yeni atılımlar katmaları gerekmektedir.

Çalışma boyunca ortaya konduğu gibi, C/P formlarının oluşturulup kullanılmasında, yük grupları ve taşıma bölgelerinin doğrudan ilişkili olduğu görülmektedir. Özellikle arzının sadece belirli bir bölgeye bağlı ve talebinin yüksek olduğu yük gruplarının taşınmasında (ABD'den tahıl ticareti gibi), satıcının bununla birlikte çartererin imtiyaz sahibi olduğu görülmektedir. Yükleme bölgelerine bağlı olarak üretilen formların, bölge marketinde faaliyet gösteren tarafların ve sonuç olarak bölgenin pazar yapısını korumaya yönelik olarak ortaya çıkarıldığı aşikârdır. Ayrıca, gelişmiş ülke piyasalarının, denizcilikten aldığı payın yüksek olması, sektör için yapılan gelişimlere bütünüyle yansımış, kendilerine özgü C/P formlarının üretilmesi ve kullanılması da bu gelişimin bir parçası olmuştur. Her ne kadar, küreselleşme daha rekabetçi bir dünya ekonomisi ortaya koysa da, her ülke ya da ekonomi bloğu, rekabet avantajı sağlamak adına, kendilerine ait ekonomik fırsatları değerlendirmeye çalışmaktadırlar. Bu yaklaşım, küreselleşmenin doğasında olan kapitalizm yaklaşımının geçerliliğini de ortaya koymaktadır.

Diğer yandan taşıyanlar da kendi çıkarlarını koruma gereksinimiyle karşı karşıyadırlar. Bu amaçla oluşturulan organizasyonlar da, üstlerine düşen görevleri yerine getirmektedirler. BIMCO, Intertanko, Interkargo ve diğer oluşumlar (P&I Club gibi), taşıyanlar açısından sektördeki rekabetçi dengeyi sağlamaktadır. Taşıyan grupları tarafından oluşturulan C/P sözleşmelerinin daha çok, arz-talep dengesinin bütün dünya ekonomilerinde eşit olduğu yük gruplarında kullanıldığı göze

çarpmaktadır. Bu da, taşıyana bu şekilde olan yüklerin taşınmasında, farklı seçenekler arasında seçme şansı vermekte, taşıma ücretlerinin de artmasını sağlamaktadır. Ayrıca, taşıyan gruplarına ait olan formların, taşıyanın zaten denizin doğasından kaynaklanan yüksek riskin yanında başka bir mali risk almasını engellemek ya da azaltmak üzere ortaya çıkarılmaya çalışıldığı görülmektedir.

Denizcilik sektörünün küresel yapısı, değişen ekonomik ve politik dengelerden diğer sektörlere oranla çok çabuk eklenmektedir. Bu değişim, gelecekte de denizcilik teknolojisini, uygulama ve kanunlarını, ilgililerinin profillerini ve birçok diğer yönünü etkileyecektir. Elbette C/P formları, bu gelişimden payını alacak ilk denizcilik dalı olacaktır. C/P formlarının düzenli olarak yenilenmeleri ve yeni formların ortaya çıkması da söz konusu olacaktır. Bununla birlikte, taşıyan ve taşıtan arasındaki güvene dayalı ticari ilişki, temel etken olmaya devam edecektir.

KAYNAKLAR

[1] **United Nations Conference on Trade and Development,** Review of Maritime Report–2005, United Nations New York and Geneva–2005 www.unctad.org

[2] **Gorton**,**L.,** 2004. Shipbroking and Chartering Practice, 6th Edition. Lloyd's Law Press, London.

[3] **BIMCO,** Baltic and International Maritime Council, Documents and Notes www.bimco.org

[4] **Cooke, J.,** 2007. Voyage Charter. Lloyd's Law Press, London

[5] **Araz, Y. D.,** 2000. GENCON 94 Sefer Çarter Sözleşmesinde Sürastarya Klozu. *İstanbul Ticaret Üniversitesi Dergisi*, İstanbul.

[6] **"Indian City" Davası,** 1939, American Maritime Case-AMC–1939. Sayfa–562

[7] **BFC Saturday Clause,** Association of Ship Brokers and Agents (USA). www.asba.org

[8] **"Aello" Davası**, 1953, Lloyd's Law Report. LLR–1953 Vol.-2 Sayfa–65

[9] **Prof. Jeffrey A. Weiss,** State University of New York Maritime Collage. Global Business and Transportation Division. Kişisel Görüşme,

[10] **"Johanna Oldendorf" Davası,** 1973, Lloyd's Law Report. LLR–1973 Vol–2 Sayfa–285

[11] **"Maratha Envoy" Davası,** 1977, Lloyd's Law Report. LLR–1977 Vol–2 Sayfa–217

[12] **"Pollyfreedom" Davası,** 1975, American Maritime Case. AMC–1975/1826

[13] **"Darrah" Davası,** 1977, American Maritime Case. AMC–1977 Sayfa–157

[14] **Wilfor, M.,** 2001. Time Charters. Lloyd's Law Pres, London.

[15] **"Madeliene" Davası**, 1967, Lloyd's Law Report. LLR–1967 Vol–2 Sayfa–224

[16] **"Pencarrow" Davası,** 1933, Lloyd's Law Report. LLR–1933/45 Sayfa–190

[17] **"Mihalios Xilas" Davası,** 1976, Lloyd's Law Report. LLR–1976 Vol–2 Sayfa–697

[18] **" Pythia" Davası,** 1982, Lloyd's Law Report. LLR–1982 Vol–2 Sayfa–160

[19] **"Shinjitsu Maru No:5" Dvası,** 1985, Lloyd's Law Report. LLR–1985 Vol–1 Sayfa–568

[20] **Yeong, H. S.,** 1988. Off-Hire Clauses in Time Charter Parties, *Yüksek Lisans Tezi,* SUNY Maritime Collage, New York

[21] **"Horden" Davası,** 1948, Lloyd's Law Report. LLR–1948/82 Sayfa–196

[22] **"Apollo" Davası,** 1978, Lloyd's Law Report. LLR–1978 Vol–1 Sayfa–200.

[23] **" Manhattan Price" Davası,** 1985, Lloyd's Law Report. LLR–1985 Sayfa–140.

[24] **" Yaye Maru" Davası,** 1921/274 F–190 4th Circ. Knapp C.

[25] **Weale, J.,** 2000. Off-Hire Clause and Third Party Intervention: Can an Effecient Vessel be Placed Off-Hire?*. Association of Maritime Arbitrations of Canada Press.*

[26] **Williams, H.,** 2001. A Guide to Tanker Charters. Intertanko Pres, Oslo.

[27] **INTERTANKO,** International Association of Independent Tanker Owners. www.intertanko.org

[28] **"Kriti Akti" Davası,** English Court of Appeal: Brooke and Mance LLJ, Park J .[2004] EWCA Civ 116: 20 February 2004

EKLER:

EK A: GENCON 94

EK B: NORGRAIN 98

EK C: AUSTWHEAT

EK D: NYPE

EK E: BALTIME

EK F: TANKERVOY

EK G: VOYLAYRULES

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"

Part I

1. Shipbroker	2. Place and date
3. Owners/Place of business (Cl. 1)	4. Charterers/Place of business (Cl. 1)
5. Vessel's name (Cl. 1)	6. GT/NT (Cl. 1)
7. DWT all told on summer load line in metric tons (abt.) (Cl. 1)	8. Present position (Cl. 4)
9. Expected ready to load (abt.) (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)
	22. General Average to be adjusted at (Cl. 12)
23. Freight Tax (state if for the Owners' account) (Cl. 13 (c))	24. Brokerage commission and to whom payable (Cl. 15)
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)	
(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)

Printed by The BIMCO Charter Party Editor

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.

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.

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.

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) Prepaid. 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) On delivery. 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.

5. **Loading/Discharging**

(a) Costs/Risks

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) Cargo Handling Gear

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/winches 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 cranemen/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. Cranemen/winchmen shall be under the Charterers' risk and responsibility and as stevedores to be deemed as their servants but shall always work under the supervision of the Master.

(c) Stevedore Damage

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.

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 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 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.

* *Indicate alternative (a) or (b) as agreed, in Box 16.*

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.

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.

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

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the seventh day after the new readiness date stated in the Owners' notification to the Charterers shall be the new cancelling date.

The provisions of sub-clause (b) of this Clause shall operate only once, and in case of the Vessel's further delay, the Charterers shall have the option of cancelling the Charter Party as per sub-clause (a) of this Clause.

10. Bills of Lading

Bills of Lading shall be presented and signed by the Master as per the "Congenbill" Bill of Lading form, Edition 1994, without prejudice to this Charter Party, or by the Owners' agents provided written authority has been given by Owners to the agents, a copy of which is to be furnished to the Charterers. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the signing of bills of lading as presented to the extent that the terms or contents of such bills of lading impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Charter Party.

11. 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 Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners 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 said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo 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 the Owners. 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 of a collision or contact.

12. General Average and New Jason Clause

General Average shall be adjusted in London unless otherwise agreed in Box 22 according to York-Antwerp Rules 1994 and any subsequent modification thereof. Proprietors of cargo to pay the cargo's share in the general expenses even if same have been necessitated through neglect or default of the Owners' servants (see Clause 2).

If General Average is to be adjusted in accordance with the law and practice of the United States of America, the following Clause shall apply: "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the cargo shippers, consignees or the owners of the cargo shall contribute with the Owners 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 cargo. If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their 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 cargo, shippers, consignees or owners of the goods to the Owners before delivery."

13. Taxes and Dues Clause

(a) *On Vessel* -The Owners shall pay all dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.

(b) *On cargo* -The Charterers shall pay all dues, charges, duties and taxes customarily levied on the cargo, howsoever the amount thereof may be assessed.

(c) *On freight* -Unless otherwise agreed in Box 23, taxes levied on the freight shall be for the Charterers' account.

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 to the party mentioned in Box 24.

In case of non-execution 1/3 of the brokerage on the estimated amount of freight to be paid by the party responsible for such non-execution 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, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.

(b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after the Vessel's arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such option is to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance to the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.

(c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or affecting the actual loading or discharging of the cargo.

17. War Risks ("Voywar 1993")

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

(a) The "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

(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 terrorists, acts of hostility or malicious damage, blockades (whether imposed against all Vessels or imposed selectively against Vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(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 onboard 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 whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or 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 of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been

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carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.

(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 on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.

(5) The Vessel shall have liberty:-

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

(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 and directions of those who are charged with their enforcement;

(d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;

(e) to call at any other port to change the crew 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.

(6) If 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, but shall be considered as due fulfilment of the Contract of Carriage.

18. General Ice Clause

Port of loading

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

(b) If during loading the Master, for fear of the Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for the Owners' benefit for any port or ports including port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at the Vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Charterers, freight being paid on quantity delivered (in proportion if lumpsum), all other conditions as per this Charter Party.

(c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or the Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under section (b) or to declare the Charter Party null and void unless the Charterers agree to load full cargo at the open port.

Port of discharge

(a) Should ice prevent the Vessel from reaching port of discharge the Charterers 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 Master or the Owners have given notice to the Charterers of the impossibility of reaching port of destination.

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

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

19. Law and Arbitration

* (a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force. Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrators so appointed shall appoint a third arbitrator, the decision of the three-man tribunal thus constituted or any two of them, shall be final. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall be final.

For disputes where the total amount claimed by either party does not exceed the amount stated in Box 25** the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.

* (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 should any dispute arise out of this Charter Party, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for purpose of enforcing any award, this agreement may be made a rule of the Court. The proceedings shall 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 the amount stated in Box 25** the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc..

* (c) Any dispute arising out of this Charter Party shall be referred to arbitration at the place indicated in Box 25, subject to the procedures applicable there. The laws of the place indicated in Box 25 shall govern this Charter Party.

(d) If Box 25 in Part 1 is not filled in, sub-clause (a) of this Clause shall apply.

* *(a), (b) and (c) are alternatives; indicate alternative agreed in Box 25.*

** *Where no figure is supplied in Box 25 in Part 1, this provision only shall be void but the other provisions of this Clause shall have full force and remain in effect.*

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Code Name: **Norgrain 89**

RECOMMENDED BY:
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)
THE FEDERATION OF NATIONAL ASSOCIATIONS OF SHIP BROKERS AND AGENTS (FONASBA)

AMENDED MAY 1989

NORTH AMERICAN GRAIN CHARTERPARTY 1973

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

19

Owners IT IS THIS DAY MUTUALLY AGREED, between Draft Copy 1

Owners/Disponent Owners/Time-chartered Owners/Chartered Owners of the (SS/M.V.)(Self/Non Self-Trimming Bulk Carrier/Tween Decker/Tanker) Call Sign 2

(Line 2: Delete as appropriate)

Description of Vessel Built at of tons of 2,240 lbs. 3
deadweight all told, or thereabouts, and with a grain cubic capacity available for cargo of cubic feet (including cubic feet in 4
self-bleeding wing spaces) 5
6

Classification Classed in now 7
8
9
10

(Lines 7-10: Insert vessel's Itinerary.)

Charterers and of Charterers. Draft Copy 11

Loading Port(s) 1. That the said vessel, being tight, staunch strong and in every way fit for the voyage, shall with all convenient speed proceed to 12
and there load 13
at safe loading berth(s) in Charterers' option. 14

Description of Cargo always afloat, a full and complete*/part* cargo in bulk of 15
16
17
at Charterers' option tons of 2,240 lbs.*/1,000 kilos.* % more or less, quantity at Owners' option. 18

Notice and Loading Port 2. Owners are to give Charterers (or their Agents) (telegraphic address " "telex number: 19
15 and 7 days notice of vessel's expected readiness to load date, and approximate quantity of cargo required with the 15 days' notice, such quantity to be based on a cargo of Heavy Grain, unless the 20

* Delete as appropriate

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Orders cargo composition has been declared or indicated.

The Charterers are to be kept continuously advised by telegram/telex of any alteration in vessel's readiness to load date.

Master to apply to (telegraphic address " ")
for first or sole loading port orders 144 hours before vessel's expected readiness to load date but not sooner than 144 hours before the laydays in Clause 4 and Charterers or their Agents are to give orders for first or sole loading port within 72 hours of receipt of Master's application, unless given earlier.

Orders for second port of loading, if used, to be given to the Master not later than

Master is to give Charterers (or their Agents) 72 and 12 hours notice of vessel's estimated time of arrival at first or sole loading port together with vessel's estimated readiness to load date.

Vessel Inspection 3. Vessel is to load under inspection of National Cargo Bureau, Inc in U.S.A. ports or of the Port Warden in Canadian ports. Vessel is also to load under inspection of a Grain Inspector licensed/authorised by the United States Department of Agriculture pursuant to the U.S. Grain Standards Act and/or of a Grain Inspector employed by the Canada Department of Agriculture as required by the appropriate authorities.

If vessel loads at other than U.S. or Canadian ports, she is to load under inspection of such national and/or regulatory bodies as may be required.

Vessel is to comply with the rules of such authorities, and shall load cargo not exceeding what she can reasonably stow and carry over and above her Cabin, Tackle, Apparel, Provisions, Fuel, Furniture and Water. Cost of such inspections shall be borne by Owners.

Laydays/ Cancelling 4. Laytime for loading, if required by Charterers, not to commence before 0800 on the day of 19

Should the vessel's notice of readiness not be tendered and accepted as per Clause 18 before 1200 on the day of 19 the Charterers have the option of cancelling this Charterparty any time thereafter, but not later than one hour after the tender of Notice of Readiness as per Clause 18.

Destination 5. On being so loaded, the vessel shall proceed to

as ordered by Charterers/Receivers*, and deliver the cargo, according to Bills of Lading at
safe discharging berths in Charterers' option, vessel being always afloat, on being*/having been* paid freight as per Clauses 8 and 9.

Discharging Port Orders Master to apply by radio to (telegraphic address " ")
for first or sole discharging port orders 96 hours before vessel is due off/at* and they are to give first or sole discharging port orders by radio within 48 hours of receipt of Master's application unless given earlier. If Master's application is received on a Saturday, the time allowed shall be 52 hours instead of 48 hours.

* Delete as appropriate

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Orders for second and/or third port(s) of discharge are to be given to the Master not later than vessel's arrival at first or subsequent port.

Master to radio Charterers/Receivers (or their Agents) 72 and 24 hours notice of vessel's estimated time of arrival at first or sole discharging port. Charterers/Receivers (or their Agents) are to be kept continuously advised by radio/telegram/telex of any alterations in such estimated time of arrival.

Bills of Lading

6. The Master is to sign Bills of Lading as presented on the North American Grain Bill of Lading form without prejudice to the terms, conditions and exceptions of this Charterparty. If the Master elects to delegate the signing of Bills of Lading to his Agents he shall give them authority to do so in writing, copy of which is to be furnished to Charterers if so required.

Rotation of Ports

7. Rotation of loading ports is to be in Owners'*/Charterers'* option.

Rotation of discharging ports is to be in Owners'*/Charterers'* option, but if more than two (2) ports of discharge are used rotation is to be geographic to

Freight

8. Freight to be paid as follows:

per ton of 2,240 lbs./1,000 Kilos*

Charterers have the option of ordering the vessel to load at

in which case the rate of freight to be

per ton of 2,240 lbs./1,000 Kilos.*

Charterers/Receivers have the option of ordering the vessel to discharge at

in which case the rate of freight to be

per ton of 2,240 lbs./1,000 Kilos*

Draft Copy

* Delete as appropriate

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If more than one port of loading and/or discharging is used, the rate of freight shall be increased by

per ton of 2,240 lbs./1,000 Kilos* for each additional loading and/or discharging port on the entire cargo.

Freight Payment

9. *(a)* Freight shall be fully prepaid on surrender of signed Bills of Lading in in currency to

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on Bill of Lading weight, discountless, 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 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.

(Other)

(b)

Cost of Loading and Discharging

10. *(a)** Cargo is to be loaded and spout 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 and trimmed at Owners' expense.
Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness).

Stevedores at Loading Port(s) and Discharging Port(s)

11. Stevedores at loading Port(s) are to be appointed by Charterers*/Owners* and paid by Charterers*/Owners*

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If stevedores are appointed by Owners, they are to be approved by Charterers at loading port(s), and such approval is not to be unreasonably withheld.
Stevedores at discharging port(s) are to be appointed and paid for by Charterers/Receivers*.

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

Bulk Carrier and Wing Spaces

12. *(a)* The vessel is warranted to be a self-trimming bulk carrier.*/non-self-trimming bulk carrier.*

* Delete as appropriate

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(b) Cargo may be loaded into wing spaces if the cargo can bleed into centerholds. 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.

Overtime

13. *(a)* **Expenses**

(i) All overtime expenses at loading and discharging ports shall be for account of the party ordering same.

(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*/Receivers*

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

(b) **Time Counting**

If overtime ordered by Owners be worked during periods excepted from laytime the actual time used shall count; if ordered by Charterers/Receivers, the actual time used shall not count; if ordered by port authorities or the party controlling the loading and/or discharging terminal or facility half the actual time used shall count.

Separations

14. Cost of cargo separations, including labor 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).

Securing

15. *(a)* **For Owners' account**

Any securing 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.

(b) **For Charterers' account**

Any securing 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.

(Delete para (a) or (b) as appropriate)

Fumigation

16. If after loading has commenced, and at any time thereafter until completion of discharge, the cargo is required to be fumigated in vessel's holds, the Owners are to permit same to take place at Charterers' risk and expense, including necessary expenses for accommodating and victualling vessel's personnel ashore.

The Charterers warrant that the fumigants used will not expose the vessel's personnel to any health hazards whatsoever, and will comply with current IMO regulations.

Time lost to the vessel is to count at the demurrage rate.

* Delete as appropriate

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Opening/ Closing Hatches

17. 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.

Time Counting

18. *(a)* **Notice of Readiness**

Notification of vessel's readiness to load and discharge at the first or sole loading and discharging port shall be delivered in writing at the office of Charterers/Receivers between 0900 and 1700 on all days except Sundays and holidays, and between 0900 and 1200 on Saturdays. Such notice of readiness shall be delivered when the vessel is in the loading or discharging berth if vacant, failing which from a lay berth or anchorage within limits of the port, or otherwise as provided in Clause 18 (b) hereunder.

(b) **Waiting for Berth Outside Port Limits**

If the vessel is prevented from entering the limits of the loading/discharging port(s) because the first or sole loading/discharging berth or a lay berth or anchorage is not available within the port limits, 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 Master may tender vessel's notice of readiness, by radio if desired, from the usual anchorage outside the limits of the port, whether in free pratique or not, whether customs cleared or not. If after entering the limits of the loading port, vessel fails to pass inspections as per Clause 18 (c) any time so lost shall not count as laytime or time on demurrage from the time vessel fails inspections until she is passed, but if this delay in obtaining said passes exceeds 24 running hours shex all time spent waiting outside the limits of the port shall not count.

(c) **Commencement of Laytime**

Following receipt of notice of readiness laytime will commence at 0800 on the next day not excepted from laytime. Time (not excepted from laytime) actually used before commencement of laytime shall count.

(d) **Subsequent Ports**

At second or subsequent port(s) of loading and/or discharging, laytime or time on demurrage shall resume counting from vessel's arrival within the limits of the port or as provided in Clause 18 (b) if applicable.

(e) **Inspection**

Unless the conditions of Clause 18 (b) apply, at first or sole loading port, 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 the 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 certificates shall not count as laytime or time on demurrage.

Laytime

19 *(a)* Vessel is to be loaded and discharged within working days of twenty-four (24) consecutive hours each (weather permitting). Sundays and Holidays excepted.

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

(c) Vessel is to be discharged at the average rate of tons of 2,240 lbs.*/1,000 kilos.* per working day of twenty-four (24) consecutive hours

* Delete as appropriate

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(weather permitting), Sundays and Holidays excepted on the basis of the Bill of Lading weight.

(Delete para (a), (b) or (c) as appropriate)

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

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

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

(e) 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.

Demurrage/ Despatch Money

20. Demurrage at loading and/or discharging ports is to be paid at the rate of per day or pro rata 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.

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.

Shifting

21. *(a)* **Shifting expenses and time**

(i) Cost of shifting between loading berths and cost of shifting between discharging berths, including bunker fuel used, to be for Owners'* /Charterers'/Receivers'* account, time counting.

(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.

(iii) If the vessel shifts from the anchorage or waiting place outside the port limits either directly to the first loading or discharging berth or to a lay berth or anchorage within the port limits the cost of that shifting shall be for Owners' account and time so used shall not count even if vessel is on demurrage.

(iv) Cost of shifting from lay berth or anchorage within the port limits to first loading or first discharging berth to be for Owners' account, time counting.

(b) **Shifting in and out of the same berth**

If vessel is required by Charterers/Receivers* 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.

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

* Delete as appropriate

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Gear and lights

22. If required, the Master is to give free use of vessel's cargo gear, including runners, ropes and slings as on board, and power to operate the same.

Vessel's personnel is to operate the gear if permitted to do so by shore regulations, failing which shore operators are to be used.

Such shore operators are to be for Owners' account at loading port(s) if the provisions of Clause 10 (b) apply, otherwise for Charterers' account at loading and Charterers'*/Receivers'* 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 Clause 10 (a) applies any stevedore standby time charges incurred thereby shall be for Owners' account.

If required, Master shall give free use of the vessel's lighting as on board for night work.

Seaworthy Trim

23. 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.

Draft/ Lighterage

24. Owners warrant the 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 18 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.

Unless loading and/or discharging ports are named in this charterparty, the responsibility for providing safe port or loading and/or discharging lies with the Charterers/Receivers* provided Owners have complied with the maximum draft limitations in lines 173/174.

Car Decks, etc.

25. 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 incured 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.

Dues and/or Taxes

26.

Seaway Tolls

27. 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.

* Delete as appropriate

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Water Pollution 28. 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 on demurrage.

Agents 29. Owners*/Charterers* are to appoint agents at loading port(s) and Owners*/Charterers* 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.

Strikes, Stoppages, etc. 30. 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 Shippers' and/or Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labor 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.

Ice 31. **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 Charterparty 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 the 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 all cargo at the open port.

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.

* Delete as appropriate

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(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.

Extra Insurance

32. Any extra insurance on cargo incurred owing to vessel's age, class, flag or ownership to be for Owners' account up to a maximum of and may be deducted from the freight, in Charterers' option. The Charterers shall furnish evidence of payment supporting such deduction.

P. & I. Bunker Clause

33. 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 bunker 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.

Deviation

34. 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, prima facie, be regarded as unreasonable.

Lien and Cesser Clause

35. 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.

Exceptions

36. Owners shall be bound before and at the beginning of the voyage to exercise due diligence to make the vessel 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 Carriage of Goods by Water Act, 1970, or any statutory re-enactment thereof.

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.

U.S.A. Clause Paramount

37. 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, or any statutory re-enactment thereof, 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."

* Delete as appropriate

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Canadian Clause Paramount

38. 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 Carriage of Goods by Water Act, 1970, Revised Statutes of Canada, Chapter C-15, enacted by the Parliament of the Dominion of Canada, or any statutory re-enactment thereof, 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 term shall be void to that extent, but no further."

Both-to-Blame Collision Clause

39. 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.

General Average/ New Jason

40. General Average shall be adjusted according to the York/Antwerp Rules 1974 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 commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, 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.

Warrisks

41. 1. The Master shall not be required or bound to sign Bills of Lading for any blockaded port or for any port which the Master or Owners in his or their discretion consider dangerous or impossible

* Delete as appropriate

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to enter or reach.

2. *(A)* If any port of loading or of discharge named in this Charterparty or to which the vessel may properly be ordered pursuant to the terms of the Bills of Lading be blockaded, or

(B) if owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions, or the operation of international law (a) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the Master or Owners in his or their discretion dangerous or (b) it be considered by the Master or Owners in his or their discretion dangerous or impossible for the vessel to reach any such port of loading or of discharge - the Charterers shall have the right to order the cargo or such part of it as may be affected to be loaded or discharged at any other safe port of loading or of discharge within the range of loading or discharging ports respectively established under the provisions of the Charterparty (provided such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the Master's or Owners' discretion dangerous or prohibited). If in respect of a port of discharge no orders be received from the Charterers within 48 hours after they or their agents have received from the Owners a request for the nomination of a substitute port, the Owners shall then be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions of the Charterparty or not) and such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharging ports established under the provisions of the Charterparty, the Charterparty shall be read in respect of the freight and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the vessel discharges the cargo at a port outside the range of discharging ports established under the provisions of the Charterparty, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat shall be paid by the Charterers or Cargo Owners. In this latter event the Owners shall have a lien on the cargo for all such extra expenses.

3. The vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any other wise whatsoever given by the government of the nation under whose flag the vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations, anything is done or is not done such shall not be deemed a deviation.

If by reason of or in compliance with any such directions or recommendations the vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading, the vessel may proceed to any safe port of discharge which the Master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment and the Owners shall be entitled to freight as if discharge has been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms of the Bills of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by the Charterers and/or Cargo Owners and the Owners shall have a lien on the cargo for freight and all such expenses.

Address Commission

42. 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.

Brokerage Commission

43. A brokerage commission of % on gross freight, deadfreight, and demurrage is payable by Owners to

at time of receiving freight payment and/or demurrage payments(s), vessel lost or not lost.

* Delete as appropriate

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Assignment 44. 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). 289

Arbitration 45. *(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: 290
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 291
agreement may be made a rule of the court. The Arbitrators shall be commercial men, conversant with shipping matters. Such Arbitration is to be conducted in accordance with the rules of the Society 292
of Maritime Arbitrators Inc. 293

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For disputes where the total amount claimed by either party does not exceed U.S.$ ** the arbitration shall be conducted in accordance with the 294
Shortened Arbitration Procedure of the Society of Maritime Arbitrators Inc. 295

(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 arbitrament of two 296
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 297
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 298
action be taken before the award is made. Any dispute arising hereunder shall be governed by English Law. 299

For disputes where the total amount claimed by either party does not exceed U.S. $ ** the arbitration shall be conducted in accordance with the 300
Small Claims Procedure of the London Maritime Arbitrators Association. 301
(Delete para (a) or (b) as appropriate)

** Where no figure is supplied in the blank space this provision only shall be void but the other provisions of this clause shall have full force and remain in effect.

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78

* Delete as appropriate

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AUSTRALIAN WHEAT CHARTER 1990

Recommended by
The Documentary Committee of the
Baltic and International Maritime
Council (BIMCO), Copenhagen

"AUSTWHEAT 1990" (amended 1991)

Dated at this day of 19

It is agreed between the *Owners/Disponent Owners("Owners") of the good Motorship called the of the measurement of gross tonnage, and net tonnage register, and tonnes summer deadweight, or thereabouts, classed and to be of that class when the Vessel sails with her cargo under this charter, and the Vessel is now

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and *Australian Wheat Board of Melbourne, Charterers.

*

, Charterers.

(*Delete/Complete as necessary)

Shippers — 1—It is understood by Owners and by Charterers of the Vessel that throughout this Charterparty the party referred to as "Shippers" shall be the **Australian Wheat Board of Melbourne**.

Loading Port (This Clause may be varied as regards loading port at the time of chartering) — 2—That the Vessel, being in every way fitted for the voyage shall, with all convenient speed, after completion of her present voyage, proceed, as ordered by the **Shippers**, to one or two ports out of **Fremantle, Geraldton, Albany, Esperance** in **Western Australia**, or to one or two ports out of **Port Giles, Wallaroo, Port Lincoln, Port Pirie, Port Adelaide, Thevenard** in **South Australia**, or to **Geelong** and/or **Portland** in **Victoria**, or to **Port Kembla** and/or **Newcastle** in **New South Wales**, or to one or two ports out of **Brisbane, Gladstone, Mackay** in **Queensland** and there load according to the customs of the port, always afloat, at such safe dock, pier, wharf or berth, as ordered by the **Shippers**, a cargo of wheat in bulk ex silo from the **Shippers** or their Agents, which the **Charterers** bind themselves to provide, not exceeding what the Vessel can reasonably stow and carry in addition to her tackle, apparel, provisions, fuel and furniture.

Shifting of Vessel — 3—**Shippers** shall have the option of ordering the Vessel to shift loading berths at Owners' expense on one occasion at each loading port. All time used for shifting between first and second loading berths shall count as laytime, or, if the vessel is on demurrage, as time on demurrage.

Should the Vessel be ordered to move by the Port Authority all costs arising shall be for Owners' account.

Destination — 4—Being so loaded, the Vessel shall proceed with all reasonable speed to discharge at

and there deliver the cargo in accordance with Clause 18 at any customary dock, wharf, pier or berth as ordered by Receivers or their agents, where the Vessel can safely lie, always afloat, having been paid freight at the rate hereinafter mentioned.

Orders for discharge at a second port, if any, unless given earlier, shall be given by Receivers within 48 hours of arrival at the first port of discharge.

Rotation of Ports of discharge — If the Vessel discharges at more than one port the discharging ports shall be in geographical (unless) rotation from the port or point where first discharging port orders are given.

Capacity — 5—The Owners undertake that the Vessel shall load tonnes of 1,000 kilos **(the mean cargo quantity)** 5% more or less at Owners' option.

Cargo Delivery — 6—At the loading port the cargo shall be delivered into the holds, loaded, stowed and trimmed, at the expense of the **Shippers**.

Freight — 7—Freight shall be payable at the rate of:

all per tonne of 1,000 kilos Bill of Lading weight.
The said freight shall be paid

Declaration of Loading Area if in Ballast — 8—The Owners of a Vessel proceeding in ballast to Australia shall advise the **Shippers** of the outward route. In the event of the Charterers having full range of loading ports, the **Shippers** shall declare whether the Vessel is to load in Eastern States, or Western Australia 48 hours before the Vessel is due off Cape Town, Aden or Panama, provided that the Master has given radio notice to the **Shippers** (telegraphic address "3MWheatbd Melbourne") 96 hours before she is so due. In the case of Vessels proceeding from the Indian Ocean or Pacific Ocean area, the **Shippers** (telegraphic address as above) shall declare Eastern or Western Australia loading upon receipt of the Master's application, which is to be made up to 24 hours before sailing from final port.

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Upon receipt of the foregoing declaration, the Master or Owners shall telegraph "3MWheatbd Melbourne" advising (A) estimated date of arrival at the loading area/loading port, (B) whether or not the Vessel is expected to be ready to load on arrival in accordance with Australian Grain Loading Standards. Owners' local agents to keep "3MWheatbd Melbourne" advised of any change in the Vessel's movements.

Orders for Loading Port

9—If proceeding in ballast the Master shall apply to the **Shippers** (telegraphic address "3MWheatbd Melbourne") for loading port orders by radio 96 hours before arrival at the loading area nominated under Clause 8 and orders for loading port shall be given by the **Shippers** by radio within 48 hours of receipt of Master's application.

Orders for a Vessel with cargo for, or discharging in, Australia shall be given to the Master or Owners' Agents at the Vessel's final discharging port upon the Master or Owners' Agents giving the **Shippers** written, telexed or telegraphic notice of the Vessel's position and expected readiness, such notice to be given at least three days before her expected departure from final discharging port.

Failure so to radio or telegraph or telex under this Clause shall not be considered a breach of this Charterparty, but if the **Shippers** are not so notified, three days shall be added to the time allowed for loading.

Upon receipt of loading port orders by a Vessel in Australian waters, if the Master does not intend thereafter to proceed to the loading port direct, but via another port for the purpose of bunkering, he shall so inform the **Shippers**. If after orders for loading port are given the Vessel is delayed for at least 48 hours in all, the Master shall inform the **Shippers** by telegram or radiogram of such delay and they shall have the right of ordering Vessel by telegram or radiogram to a different loading port in the same State, if such orders are given within 24 hours (Sundays, holidays and Saturdays excepted) of receipt of the Master's telegram or radiogram; and such orders shall be acknowledged to the **Shippers** by telegram or radiogram as soon as possible after receipt thereof by the Master.

Orders for second loading port (if any) shall be given by the **Shippers** within 24 hours after commencement of loading at the first port, unless previously given.

Survey at Loading Port

10—Before loading is commenced the Vessel shall pass the customary survey of an Australian Commonwealth Government Marine Surveyor, and a recognised Marine Surveyor approved by the **Shippers**. Additionally, the Vessel shall pass any survey/inspection required under State and/or Federal Legislation.

Loading

11(a)—The cargo shall be loaded within the time allowed stipulated below, based on the **mean cargo quantity** specified in Clause 5 provided that the Vessel can receive at the appropriate pro-rata rate.

(i) For a mean cargo quantity above 5,000 tonnes up to 10,000 tonnes the time allowed for loading shall be three (3) days;

(ii) For a mean cargo quantity above 10,000 tonnes up to 25,000 tonnes the time allowed for loading shall be four (4) days;

(iii) For a mean cargo quantity above 25,000 tonnes up to 60,000 tonnes the time allowed for loading shall be five (5) days;

(iv) For a mean cargo quantity above 60,000 tonnes, the time allowed for loading shall be six (6) days;

All weather working days of 24 consecutive hours (except Saturdays, Sundays, holidays and days on which no work is performed owing to weather conditions during normal and customary working hours at the port) provided that Saturday shall count as a full day if work is performed on that day, subject to a reduction of half a day if no work is performed after 1200 hours. Any time lost on a working day owing to weather conditions shall not count provided work is actually stopped or prevented thereby.

(b)—At the first loading port the time for loading shall count (unless loading is commenced earlier) from 24 hours after **Shippers** have received the Master's written or telegraphic notice between 0900 hours and 1700 hours on ordinary working days and between 0900 hours and 1200 hours on Saturdays, that the Vessel has passed survey in accordance with Clause 10 and is ready to load at such berth as may be ordered by **Shippers**, whether in berth or not. Orders as to loading berth shall be given to the Vessel upon receipt of notice of her arrival in the port.

Notice shall be given at the first port or place of loading only.

If the loading berth is congested on Vessel's arrival at or off the first or sole port of loading or so near as she may be permitted to approach, the Vessel shall be entitled to give Notice of Readiness during ordinary office hours on arrival there, with the effect that laytime counts as if she were in berth and in all respects ready for loading provided that the Master warrants that she is in fact ready in all respects. Actual time occupied in moving from place of waiting to loading berth not to count as laytime. If after berthing the Vessel is found not to be ready in all respects to load, the actual time lost between the time of this discovery to the time that she is in fact ready to load shall not count as laytime.

At the second or subsequent loading port (if any) the time for loading shall count (Sundays, holidays and Saturdays excepted) from 1200 hours of the day of arrival at the port or so near as she may be permitted to approach if the Vessel arrives before 1200 hours, and from 0900 hours of the following day if the Vessel arrives at or after 1200 hours, unless loading is commenced earlier, in which case the time shall count from commencement of loading.

Time occupied in changing ports shall not count as loading time.

If separations are required the cost of such separations shall be paid by the Charterers.

The **Shippers** shall have the right of sending the cargo alongside continuously (Sundays and holidays excepted) and the Vessel shall be

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bound to proceed with the loading if so required. In such cases all additional stevedoring costs incurred as a result of working outside ordinary working hours shall be for Shippers account.

Loading and Cancelling Dates

12—Time for loading shall not commence before unless the Shippers begin loading earlier, and if the Vessel is not ready to load at all hatches at (first) loading port by 1200 hours of the the Charterers shall have the option of cancelling this charter, which shall be declared upon notice of readiness being given, unless more time has been lost waiting for orders than mentioned in Clause 9, in which case the cancelling date shall be correspondingly extended. For the purpose of this Clause the preliminary 24 hours' notice of readiness to load, stipulated for in Clause 11, shall not be obligatory, and in no case shall the absence of a ready loading berth as per Clause 11 constitute a reason for cancelling this Charterparty.

Stevedores

13—Shippers shall appoint the Stevedores at their expense. Without prejudice to the other provisions of this Charterparty, in particular Clause 6, all other costs of loading, together with any incidental charges shall be borne by the Owners.

The cargo shall be stowed under the supervision and direction of the Master.

Agents

14—At the port or ports of loading the Vessel shall be consigned to the Owners' agent.

At the port or ports of discharge the Vessel shall be consigned to the Receivers'/Owners'* agent at the customary fee.
(*Delete as appropriate.)

Demurrage and Dispatch (Loading)

15—Should the cargo not be loaded within the time stipulated in Clause 11, demurrage shall be paid at the rate of per running day, and pro rata for any part of a day. Such demurrage shall be paid by the Shippers to the Owners day by day, when and where incurred.

For all laytime saved at port or ports of loading dispatch money shall be due by the Owners to the Shippers on completion of loading and shall be paid on the first business day following completion of loading at the rate of one half of the above rate of demurrage.

Bill of Lading

16—Without prejudice to this Charterparty, the Master shall sign Bills of Lading for the cargo on the "Australwheat Bill" Bill of Lading form (freight and all terms, conditions, clauses, and exceptions as per this charter).

Owners shall release signed Bills of Lading to Shippers immediately upon completion of loading and, if required by Shippers, at each load port.

Strikes and Civil Blockades

17—If the cargo cannot be loaded or discharged by reason of a strike or lock-out of any class of workmen essential to the berthing of the Vessel or to the loading or discharging of the cargo (which includes any stopwork meeting not included in the relevant Industrial Award or determination covering such workmen) or as a result of any blockade of the port arising other than as a result of war, any time lost by reason thereof shall not count during the continuance of such strike, lock-out, or blockade unless the Vessel is already on demurrage, but a strike, lock-out or blockade by the Shippers' or Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labour. In the case of any delay by reason of the before mentioned causes, no claim for damages in respect thereof shall be made by the Shippers or the Receivers of the cargo, the Owners of the Vessel, or by any other party under this Charterparty.
For the purpose of settling dispatch money accounts, any time lost by the Vessel through any of the above causes shall be counted as time used in loading, or discharging.

Time for Discharging

18—Time for discharging shall commence (unless discharging is commenced earlier) twenty-four hours after Notice of Readiness has been given during ordinary office hours, whether in berth or not, at the first or sole port of discharge and on arrival at the second port, if any, or so near as she may be permitted to approach. Cargo is to be discharged free of expense to the Vessel at the average rate of tonnes per weather working day of twenty-four consecutive hours (Saturdays unless used, Sundays and holidays excepted) provided Vessel can deliver at this rate.

If the discharging berth is congested on Vessel's arrival at or off the first or sole port of discharge or so near as she may be permitted to approach, the Vessel shall be entitled to give Notice of Readiness during ordinary office hours on arrival there, with the effect that laytime counts as if she were in berth and in all respects ready for discharging provided that the Master warrants that she is in fact ready in all respects. Actual time occupied in moving from place of waiting to discharging berth not to count as laytime. If after berthing the Vessel is found not to be ready in all respects to discharge, the actual time lost between the time of this discovery and the time that she is in fact ready to discharge shall not count as laytime.

Demurrage Dispatch (Discharging)

19—Should the Vessel not be discharged at the rate stipulated, demurrage shall be paid at the rate of per running day and pro rata for any part of a day.

For all laytime saved at port or ports of discharge dispatch money shall be paid at the rate of one-half of the above rate of demurrage.

Dispatch money, if any, at discharging port or ports shall be calculated on the basis of a weather working day of 24 consecutive hours but any time lost on a working day owing to weather conditions shall not count provided work is actually stopped or prevented.

Demurrage or dispatch, if any, at discharging port or ports shall be paid when and where incurred, and settlement to be made on completion of discharge.

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Laytime at ports of loading and discharging to be non-reversible.

Lighterage at Port of Discharge

20—Any lighterage incurred to enable the Vessel to reach the place of discharge shall be at the risk and expense of the Receivers of the cargo, any custom of the port or place to the contrary notwithstanding, but time occupied in proceeding from the anchorage to the place of discharge shall not count.

Supervising Cargo

21—The Charterers, Shippers, Receivers or their respective agents shall have the right of being on board the Vessel whilst at loading port(s) and/or discharging port(s) for the purpose of inspecting the cargo, checking the weight(s), and supervising their interests.

Exceptions, etc.

22—The provisions of Section 17 of the Australian Carriage of Goods by Sea Act 1991 and of Articles 3 (except Clause 8 thereof), 4, 4 Bis, 8 and 9 of Schedule 1 thereto and any subsequent amendment thereto shall apply to this Charterparty and shall be deemed to be inserted in extenso herein. This Charterparty shall be deemed to be a contract for the carriage of goods by sea to which the said Section and the said Articles apply and no regard shall be had to Article 1 of the said Schedule or to any subsequent amendment thereto. Nothing in this Clause shall be deemed to prejudice or limit Clauses 7, 17, 23, 24, 25, 28, 29, 30 and 31 hereof.

Liberties

23—The Vessel shall also have liberty to sail without pilots, to call at any port or ports all the way for fuel, supplies, or any reasonable purpose, to tow and be towed, and to assist vessels in distress, all as part of the contract voyage.

War Risks Clauses

24— (A) If (i) the nation under whose flag the Vessel sails shall be at war whereby the free navigation of the Vessel is endangered;
Or (ii) the loading port shall, as a result of war or war-like operations be blockaded or export therefrom prohibited at any time prior to the cargo being shipped this Charter shall be null and void.

(B) 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.

(C) 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.

Prohibition

25—In case of prohibition of export or in case of any executive or legislative act done by or on behalf of the Government of the State, Country or Territory of export where the port or ports of shipment named in this Charterparty is/are situated, prohibiting export, any such prohibition shall be deemed by both parties to apply to this Charterparty and to the extent such prohibition prevents fulfilment of this Charterparty to that extent shall the provisions of this Charterparty be of no effect. Charterers shall advise Owners without delay of the reasons therefor and, if requested, shall provide proof to justify the cancellation thereof.

Sub-letting

26—No cargo other than that provided by Charterers shall be carried without Charterers' written consent, unless the Vessel is sublet. The Charterers shall have the right of sub-letting the 'whole' or part of the Vessel, but shall remain responsible for the due fulfilment of the Charterparty.

Cesser Clause

27—The Owners shall have a lien on cargo for freight, deadfreight and demurrage (including damages for detention if any) at port or ports of discharge, and unless the Owners establish that the same cannot be effectively exercised for reasons beyond the Owners' control, the liability of the Charterers under this Charterparty shall cease, except as regards Clause 7 (viz. payment of freight) when the cargo is shipped (provided it is worth the freight, deadfreight and demurrage upon arrival at the port of discharge).

Bunkering

28—Before loading the Vessel shall have the right of proceeding to and bunkering at any usual bunkering port in Australia and/or bunkering at the loading port. After loading the Vessel shall have liberty as part of the contract voyage to bunker at the loading port and/or 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.

General Average and the New Jason Clause

29—General average shall be payable according to the York-Antwerp Rules, 1974 as amended 1990 or any modification thereof for the time being in force, but where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:

NEW JASON CLAUSE

"In the event of accident, danger, damage or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

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If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery."

Both to Blame Collision Clause

30—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:

BOTH TO BLAME COLLISION CLAUSE

"If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship 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 said goods, paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier."

The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact."

Oil Pollution Clause

31—The Owners agree to indemnify the Charterers, their agents, or any other party against any liability which may be imposed on them or which they may incur under any statute regarding liability for pollution of navigable waters by oil, by reason of any contravention of such statute by the Vessel, the Master or any servant or agent of the Owners provided that such contravention shall not have been caused or contributed to by the party seeking to be indemnified under this Charterparty and provided that the facts and matters giving rise to the contravention do not constitute a defence under Article 3 Section 2 of the International Convention on Civil Liability for Oil Pollution Damage 1969. The Owners' total aggregate liability in respect of any oil pollution incident shall under no circumstances exceed US Dollars 400,000,000 and the extent of the indemnity under this clause shall be limited to the difference between any liabilities, costs and expenses incurred directly by the Owners and US Dollars 400,000,000. The Owners warrant that the Vessel is entered in a P and I Association with cover for liabilities arising out of any contravention as aforesaid.

No liability for demurrage shall arise from any delay or loss of time to the Vessel at the port(s) of loading and/or discharge caused by any such contravention nor shall any time lost by any such contravention count when calculating despatch.

Nothing in this clause shall prejudice or deprive the Owners of their rights of limitation or exclusion of liability under any applicable or relevant law.

Commission

32—4.25 percent commission upon the freight and dead freight (if any) is due by the Owners to the Charterers on the completion of loading (at the last loading port if more than one) and shall be deducted from the freight payable under this Charterparty. If the Vessel is lost on passage between loading ports, then in lieu of the foregoing, 4.25 percent commission upon the freight on the Bill of Lading weight of the cargo already shipped shall be paid by the Owners to the Charterers on the basis aforesaid.

Arbitration

33(a)—Any dispute arising under this Charterparty from events which occur in Australia shall be settled by arbitration, at the Australian Centre for International Commercial Arbitration, Melbourne in the State of Victoria, Australia in accordance with the provisions of the Commercial Arbitration Act 1984 (Victoria) or any Statutory modification or re-enactment thereof for the time being in force. Each party may appoint an arbitrator. On the receipt by a party of the nomination in writing of the other party's arbitrator, that party shall appoint its arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall apply. In the event of the arbitrators not agreeing they shall appoint an umpire whose decision shall be final and binding.

(b)—Any dispute arising under this Charterparty or any Bill of Lading issued hereunder other than provided for in paragraph (a) hereof shall be referred to arbitration in London, one arbitrator being appointed by each party, in accordance with the Arbitration Acts 1950 and 1979 or any Statutory modification or re-enactment thereof for the time being in force. On the receipt by a party of the nomination in writing of the other party's arbitrator, that party shall appoint its arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall apply. If arbitrators properly appointed shall not agree they shall appoint an umpire whose decision shall be final and binding.

(c)—The arbitrators and umpire shall be commercial men normally engaged in the Shipping Industry. Any claim must be made in writing and the claimant's arbitrator appointed within six months of the Vessel's arrival at the final port of discharge, otherwise all claims shall be deemed to be waived.

Brokerage

34— percent brokerage is due upon shipment of cargo, to

It is understood that Clauses 1 to inclusive are incorporated in this Charterparty as far as applicable.

..... Signature (Owners)

..... Signature (Charterers)

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Code Name: "**NYPE** 93"

Recommended by:
The Baltic and International Maritime Council (BIMCO)
The Federation of National Associations of
Ship Brokers and Agents (FONASBA)

TIME CHARTER©

New York Produce Exchange Form

Issued by the Association of Ship Brokers and Agents (U.S.A.), Inc.

November 6th, 1913 - Amended October 20th, 1921; August 6th, 1931; October 3rd, 1946; –
Revised June 12th, 2001; September 14th 1993.

Draft Copy

THIS CHARTER PARTY, made and concluded in this day of 19

Between

Owners of the Vessel described below, and

Charterers.

Description of Vessel

Name Flag Built (year).
Port and number of Registry
Classed in
Deadweight long*/metric* tons (cargo and bunkers, including freshwater and stores not exceeding long*/metric* tons) on a salt water draft of on summer freeboard.

Capacity cubic feet grain cubic feet bale space.
Tonnage GT/GRT.
Speed about knots, fully laden, in good weather conditions up to and including maximum Force on the Beaufort wind scale, on a consumption of about long*/metric* tons of

** Delete as appropriate.*
For further description see Appendix "A" (if applicable).

Draft Copy

1. **Duration**

The Owners agree to let and the Charterers agree to hire the Vessel from the time of delivery for a period of

within below mentioned trading limits.

2. **Delivery**

The Vessel shall be placed at the disposal of the Charterers at

The Vessel on her delivery shall be ready to receive cargo with clean-swept holds and tight, staunch, strong and in every way fitted for ordinary cargo service, having water ballast and with sufficient power to operate all cargo-handling gear simultaneously.

The Owners shall give the Charterers not less than days notice of expected date of

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delivery.

3. On-Off Hire Survey

Prior to delivery and redelivery the parties shall, unless otherwise agreed, each appoint surveyors, for their respective accounts, who shall not later than at first loading port/last discharging port respectively, conduct joint on-hire/off-hire surveys, for the purpose of ascertaining quantity of bunkers on board and the condition of the Vessel. A single report shall be prepared on each occasion and signed by each surveyor, without prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree.
If either party fails to have a representative attend the survey and sign the joint survey report, such party shall nevertheless be bound for all purposes by the findings in any report prepared by the other party.
On-hire survey shall be on Charterers' time and off-hire survey on Owners' time.

4. Dangerous Cargo/Cargo Exclusions

(a) The Vessel shall be employed in carrying lawful merchandise excluding any goods of a dangerous, injurious, flammable or corrosive nature unless carried in accordance with the requirements or recommendations of the competent authorities of the country of the Vessel's registry and of ports of shipment and discharge and of any intermediate countries or ports through whose waters the Vessel must pass. Without prejudice to the generality of the foregoing, in addition the following are specifically excluded: livestock of any description, arms, ammunition, explosives, nuclear and radioactive materials,

(b) If IMO-classified cargo is agreed to be carried, the amount of such cargo shall be limited to tons and the Charterers shall provide the Master with any evidence he may reasonably require to show that the cargo is packaged, labelled, loaded and stowed in accordance with IMO regulations, failing which the Master is entitled to refuse such cargo or, if already loaded, to unload it at the Charterers' risk and expense.

5. Trading Limits

The Vessel shall be employed in such lawful trades between safe ports and safe places within excluding as the Charterers shall direct.

6. Owners to Provide

The Owners shall provide and pay for the insurance of the Vessel, except as otherwise provided, and for all provisions, cabin, deck, engine-room and other necessary stores, including boiler water; shall pay for wages, consular shipping and discharging fees of the crew and charges for port services pertaining to the crew; shall maintain the Vessel's class and keep her in a thoroughly efficient state in hull, machinery and equipment for and during the service, and have a full complement of officers and crew.

7. Charterers to Provide

The Charterers, while the Vessel is on hire, shall provide and pay for all the bunkers except as otherwise agreed; shall pay for port charges (including compulsory watchmen and cargo watchmen and compulsory garbage disposal), all communication expenses pertaining to the Charterers' business at cost, pilotages,

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towages, agencies, commissions, consular charges (except those pertaining to individual crew members or flag of the Vessel), and all other usual expenses except those stated in Clause 6, but when the Vessel puts into a port for causes for which the Vessel is responsible (other than by stress of weather), then all such charges incurred shall be paid by the Owners. Fumigations ordered because of illness of the crew shall be for the Owners' account. Fumigations ordered because of cargoes carried or ports visited while the Vessel is employed under this Charter Party shall be for the Charterers' account. All other fumigations shall be for the Charterers' account after the Vessel has been on charter for a continuous period of six months or more.

The Charterers shall provide and pay for necessary dunnage and also any extra fittings requisite for a special trade or unusual cargo, but the Owners shall allow them the use of any dunnage already aboard the Vessel. Prior to redelivery the Charterers shall remove their dunnage and fittings at their cost and in their time.

8. Performance of Voyages

(a) The Master shall perform the voyages with due despatch, and shall render all customary assistance with the Vessel's crew. The Master shall be conversant with the English language and (although appointed by the Owners) shall be under the orders and directions of the Charterers as regards employment and agency; and the Charterers shall perform all cargo handling, including but not limited to loading, stowing, trimming, lashing, securing, dunnaging, unlashing, discharging, and tallying, at their risk and expense, under the supervision of the Master.

(b) If the Charterers shall have reasonable cause to be dissatisfied with the conduct of the Master or officers, the Owners shall, on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments.

9. Bunkers

(a) The Charterers on delivery, and the Owners on redelivery, shall take over and pay for all fuel and diesel oil remaining on board the Vessel as hereunder. The Vessel shall be delivered with: long*/metric* tons of fuel oil at the price of per ton; tons of diesel oil at the price of per ton. The vessel shall be redelivered with: tons of fuel oil at the price of per ton; tons of diesel oil at the price of per ton.

** Same tons apply throughout this clause.*

(b) The Charterers shall supply bunkers of a quality suitable for burning in the Vessel's engines and auxiliaries and which conform to the specification(s) as set out in Appendix A.

The Owners reserve their right to make a claim against the Charterers for any damage to the main engines or the auxiliaries caused by the use of unsuitable fuels or fuels not complying with the agreed specification(s). Additionally, if bunker fuels supplied do not conform with the mutually agreed specification(s) or otherwise prove unsuitable for burning in the Vessel's engines or auxiliaries, the Owners shall not be held responsible for any reduction in the Vessel's speed performance and/or increased bunker consumption, nor for any time lost and any other consequences.

10. Rate of Hire/Redelivery Areas and Notices

The Charterers shall pay for the use and hire of the said Vessel at the rate of $ U.S. currency, daily, or $ U.S. currency per ton on the Vessel's total deadweight carrying capacity, including bunkers and stores, on summer freeboard, per 30 days, commencing on and from the day of her delivery, as aforesaid, and at and after the same rate for any part of a month; hire shall continue until the hour of the day of her redelivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless Vessel lost) at

unless otherwise mutually agreed.

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The Charterers shall give the Owners not less than days notice of the Vessel's expected date and probable port of redelivery.

For the purpose of hire calculations, the times of delivery, redelivery or termination of charter shall be adjusted to GMT.

11. Hire Payment

(a) *Payment*

Payment of Hire shall be made so as to be received by the Owners or their designated payee in viz. in currency, or in United States Currency, in funds available to the Owners on the due date, 15 days in advance, and for the last month or part of same the approximate amount of hire, and should same not cover the actual time, hire shall be paid for the balance day by day as it becomes due, if so required by the Owners. Failing the punctual and regular payment of the hire, or on any fundamental breach whatsoever of this Charter Party, the Owners shall be at liberty to withdraw the Vessel from the service of the Charterers without prejudice to any claims they (the Owners) may otherwise have on the Charterers.

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At any time after the expiry of the grace period provided in Sub-clause 11 (b) hereunder and while the hire is outstanding, the Owners shall, without prejudice to the liberty to withdraw, be entitled to withhold the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof, in respect of which the Charterers hereby indemnify the Owners, and hire shall continue to accrue and any extra expenses resulting from such withholding shall be for the Charterers' account.

(b) *Grace Period*

Where there is 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 Charterers shall be given by the Owners clear banking days (as recognized at the agreed place of payment) written notice to rectify the failure, and when so rectified within those days following the Owners' notice, the payment shall stand as regular and punctual.

Failure by the Charterers to pay the hire within days of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw as set forth in Sub-clause 14 (a) above.

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(c) *Last Hire Payment*

Should the Vessel be on her voyage towards port of redelivery at the time the last and/or the penultimate payment of hire is/are due, said payment(s) is/are to be made for such length of time as the Owners and the Charterers may agree upon as being the estimated time necessary to complete the voyage, and taking into account bunkers actually on board, to be taken over by the Owners and estimated disbursements for the Owners' account before redelivery. Should same not cover the actual time, hire is to be paid for the balance, day by day, as it becomes due. When the Vessel has been redelivered, any difference is to be refunded by the Owners or paid by the Charterers, as the case may be.

(d) *Cash Advances*

Cash for the Vessel's ordinary disbursements at any port may be advanced by the Charterers, as required by the Owners, subject to 2½ percent commission and such advances shall be deducted from the hire. The Charterers, however, shall in no way be responsible for the application of such advances.

12. Berths

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The Vessel shall be loaded and discharged in any safe dock or at any safe berth or safe place that Charterers or their agents may direct, provided the Vessel can safely enter, lie and depart always afloat at any time of tide.

13. **Spaces Available**

(a) The whole reach of the Vessel's holds, decks, and other cargo spaces (not more than she can reasonably and safely stow and carry), also accommodations for supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient space for the Vessel's officers, crew, tackle, apparel, furniture, provisions, stores and fuel.

(b) In the event of deck cargo being carried, the Owners are to be and are hereby indemnified by the Charterers for any loss and/or damage and/or liability of whatsoever nature caused to the Vessel as a result of the carriage of deck cargo and which would not have arisen had deck cargo not been loaded.

14. **Supercargo and Meals**

The Charterers are entitled to appoint a supercargo, who shall accompany the Vessel at the Charterers' risk and see that voyages are performed with due despatch. He is to be furnished with free accommodation and same fare as provided for the Master's table, the Charterers paying at the rate of per day. The Owners shall victual pilots and customs officers, and also, when authorized by the Charterers or their agents, shall victual tally clerks, stevedore's foreman, etc., Charterers paying at the rate of per meal for all such victualling.

15. **Sailing Orders and Logs**

The Charterers shall furnish the Master from time to time with all requisite instructions and sailing directions, in writing, in the English language, and the Master shall keep full and correct deck and engine logs of the voyage or voyages, which are to be patent to the Charterers or their agents, and furnish the Charterers, their agents or supercargo, when required, with a true copy of such deck and engine logs, showing the course of the Vessel, distance run and the consumption of bunkers. Any log extracts required by the Charterers shall be in the English language.

16. **Delivery/Cancelling**

If required by the Charterers, time shall not commence before and should the Vessel not be ready for delivery on or before but not later than hours, the Charterers shall have the option of cancelling this Charter Party.

Extension of Cancelling

If the Owners warrant that, despite the exercise of due diligence by them, the Vessel will not be ready for delivery by the cancelling date, and provided the Owners are able to state with reasonable certainty the date on which the Vessel will be ready, they may, at the earliest seven days before the Vessel is expected to sail for the port or place of delivery, require the Charterers to declare whether or not they will cancel the Charter Party. Should the Charterers elect not to cancel, or should they fail to reply within two days or by the cancelling date, whichever shall first occur, then the seventh day after the expected date of readiness for delivery as notified by the Owners shall replace the original cancelling date. Should the Vessel be further delayed, the Owners shall be entitled to require further declarations of the Charterers in accordance with this Clause.

17. **Off Hire**

In the event of loss of time from deficiency and/or default and/or strike of officers or crew, or deficiency of stores, fire, breakdown of, or damages to hull, machinery or equipment, grounding, detention by the arrest of the Vessel, (unless such arrest is caused by events for which the Charterers, their servants, agents or subcontractors are responsible), or detention by average accidents to the Vessel or cargo unless resulting from inherent vice, quality or defect of the cargo, drydocking for the purpose of examination or painting bottom, or by any other similar cause preventing the full working of the Vessel, the payment of

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hire and overtime, if any, shall cease for the time thereby lost. Should the Vessel deviate or put back during a voyage, contrary to the orders or directions of the Charterers, for any reason other than accident to the cargo or where permitted in lines 257 to 258 hereunder, the hire is to be suspended from the time of her deviating or putting back until she is again in the same or equidistant position from the destination and the voyage resumed therefrom. All bunkers used by the Vessel while off hire shall be for the Owners' account. In the event of the Vessel being driven into port or to anchorage through stress of weather, trading to shallow harbors or to rivers or ports with bars, any detention of the Vessel and/or expenses resulting from such detention shall be for the Charterers' account. If upon the voyage the speed be reduced by defect in, or breakdown of, any part of her hull, machinery or equipment, the time so lost, and the cost of any extra bunkers consumed in consequence thereof, and all extra proven expenses may be deducted from the hire.

18. **Sublet**

Unless otherwise agreed, the Charterers shall have the liberty to sublet the Vessel for all or any part of the time covered by this Charter Party, but the Charterers remain responsible for the fulfillment of this Charter Party.

19. **Drydocking**

The Vessel was last drydocked

*(a) The Owners shall have the option to place the Vessel in drydock during the currency of this Charter at a convenient time and place, to be mutually agreed upon between the Owners and the Charterers, for bottom cleaning and painting and/or repair as required by class or dictated by circumstances.

*(b) Except in case of emergency no drydocking shall take place during the currency of this Charter Party.

** Delete as appropriate*

20. **Total Loss**

Should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the Charterers at once.

21. **Exceptions**

The act of God, enemies, fire, restraint of princes, rulers and people, and all dangers and accidents of the seas, rivers, machinery, boilers and navigation and errors of navigation throughout this Charter, always mutually excepted.

22. **Liberties**

The Vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life and property.

23. **Liens**

The Owners shall have a lien upon all cargoes and all sub-freights and/or sub-hire for any amounts due under this Charter Party, including general average contributions, and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once.

The Charterers will not directly or indirectly suffer, nor permit to be continued, any lien or encumbrance, which might have priority over the title and interest of the Owners in the Vessel. The Charterers undertake that during the period of this Charter Party, they will not procure any supplies or necessaries or services, including any port expenses and bunkers, on the credit of the Owners or in the Owners' time.

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24. **Salvage**

All derelicts and salvage shall be for the Owners' and the Charterers' equal benefit after deducting Owners' and Charterers' expenses and crew's proportion.

25. **General Average**

General average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof, in and settled in currency.

The Charterers shall procure that all bills of lading issued during the currency of the Charter Party will contain a provision to the effect that general average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof and will include the "New Jason Clause" as per Clause 31.

Time charter hire shall not contribute to general average.

26. **Navigation**

Nothing herein stated is to be construed as a demise of the Vessel to the Time Charterers. The Owners shall remain responsible for the navigation of the Vessel, acts of pilots and tug boats, insurance, crew, and all other matters, same as when trading for their own account.

27. **Cargo Claims**

Cargo claims as between the Owners and the Charterers shall be settled in accordance with the Inter-Club New York Produce Exchange Agreement of February 1970, as amended May, 1984, or any subsequent modification or replacement thereof.

28. **Cargo Gear and Lights**

The Owners shall maintain the cargo handling gear of the Vessel which is as follows:

providing gear (for all derricks or cranes) capable of lifting capacity as described. The Owners shall also provide on the Vessel for night work lights as on board, but all additional lights over those on board shall be at the Charterers' expense. The Charterers shall have the use of any gear on board the Vessel. If required by the Charterers, the Vessel shall work night and day and all cargo handling gear shall be at the Charterers' disposal during loading and discharging. In the event of disabled cargo handling gear, or insufficient power to operate the same, the Vessel is to be considered to be off hire to the extent that time is actually lost to the Charterers and the Owners to pay stevedore stand-by charges occasioned thereby, unless such disablement or insufficiency of power is caused by the Charterers' stevedores. If required by the Charterers, the Owners shall bear the cost of hiring shore gear in lieu thereof, in which case the Vessel shall remain on hire.

29. **Crew Overtime**

In lieu of any overtime payments to officers and crew for work ordered by the Charterers or their agents, the Charterers shall pay the Owners, concurrently with the hire per month or pro rata.

30. **Bills of Lading**

(a) The Master shall sign the bills of lading or waybills for cargo as presented in conformity with mates or tally clerk's receipts. However, the Charterers may sign bills of lading or waybills on behalf of the Master, with the Owner's prior written authority, always in conformity with mates or tally clerk's receipts.

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(b) All bills of lading or waybills shall be without prejudice to this Charter Party and the Charterers shall indemnify the Owners against all consequences or liabilities which may arise from any inconsistency between this Charter Party and any bills of lading or waybills signed by the Charterers or by the Master at their request.

(c) Bills of lading covering deck cargo shall be claused: "Shipped on deck at Charterers', Shippers' and Receivers' risk, expense and responsibility, without liability on the part of the Vessel, or her Owners for any loss, damage, expense or delay howsoever caused."

31. Protective Clauses

This Charter Party is subject to the following clauses all of which are also to be included in all bills of lading or waybills issued hereunder:

(a) CLAUSE PARAMOUNT
"This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, the Hague Rules, or the Hague-Visby Rules, as applicable, or such other similar national legislation as may mandatorily apply by virtue of origin or destination of the bills of lading, 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 applicable Act. If any term of this bill of lading be repugnant to said applicable Act to any extent, such term shall be void to that extent, but no further."

and

(b) BOTH-TO-BLAME COLLISION CLAUSE
"If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact."

and

(c) 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 salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery."

and

(d) U.S. TRADE - DRUG CLAUSE
"In pursuance of the provisions of the U.S. Anti Drug Abuse Act 1986 or any re-enactment thereof, the Charterers warrant to exercise the highest degree of care and diligence in preventing unmanifested narcotic drugs and marijuana to be loaded or concealed on board the Vessel.

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Non-compliance with the provisions of this clause shall amount to breach of warranty for 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 against all claims whatsoever which may arise and be made 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 Charterer's 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 put up the bails 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 marijuana are found in the possession or effects of the Vessel's personnel."

and

(e) WAR CLAUSES

"(i) No contraband of war shall be shipped. The Vessel shall not be required, without the consent of the Owners, which shall not be unreasonably withheld, to enter any port or zone which is involved in a state of war, warlike operations, or hostilities, civil strife, insurrection or piracy whether there be a declaration of war or not, where the Vessel, cargo or crew might reasonably be expected to be subject to capture, seizure or arrest, or to a hostile act by a belligerent power (the term "power" meaning any de jure or de facto authority or any purported governmental organization maintaining naval, military or air forces).

(ii) If such consent is given by the Owners, the Charterers will pay the provable additional cost of insuring the Vessel against hull war risks in an amount equal to the value under her ordinary hull policy but not exceeding a valuation of In addition, the Owners may purchase and the Charterers will pay for war risk insurance on ancillary risks such as loss of hire, freight disbursements, total loss, blocking and trapping, etc. If such insurance is not obtainable commercially or through a government program, the Vessel shall not be required to enter or remain at any such port or zone.

(iii) In the event of the existence of the conditions described in (i) subsequent to the date of this Charter, or while the Vessel is on hire under this Charter, the Charterers shall, in respect of voyages to any such port or zone assume the provable additional cost of wages and insurance properly incurred in connection with master, officers and crew as a consequence of such war, warlike operations or hostilities.

(iv) Any war bonus to officers and crew due to the Vessel's trading or cargo carried shall be for the Charterers' account."

32. War Cancellation

In the event of the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries:

either the Owners or the Charterers may cancel this Charter Party. Whereupon, the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 10; if she has cargo on board, after discharge thereof at destination, or, if debarred under this Clause from reaching or entering it, at a near open and safe port as directed by the Owners; or, if she has no cargo on board, at the port at which she then is; or, if at sea, at a near open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter Party shall apply until redelivery.

33. Ice

The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area

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where lights or lightships have been or are about to be withdrawn by reason of ice, nor where there is risk that in the ordinary course of things the Vessel will not be able on account of ice to safely enter and remain in the port or area or to get out after having completed loading or discharging. Subject to the Owners' prior approval the Vessel is to follow ice-breakers when reasonably required with regard to her size, construction and ice class.

34. Requisition

Should the Vessel be requisitioned by the government of the Vessel's flag during the period of this Charter Party, the Vessel shall be deemed to be off hire during the period of such requisition, and any hire paid by the said government in respect of such requisition period shall be retained by the Owners. The period during which the Vessel is on requisition to the said government shall count as part of the period provided for in this Charter Party.
If the period of requisition exceeds [redacted] months, either party shall have the option of cancelling this Charter Party and no consequential claim may be made by either party.

35. Stevedore Damage

Notwithstanding anything contained herein to the contrary, the Charterers shall pay for any and all damage to the Vessel caused by stevedores provided the Master has notified the Charterers and/or their agents in writing as soon as practical but not later than 48 hours after any damage is discovered. Such notice to specify the damage in detail and to invite Charterers to appoint a surveyor to assess the extent of such damage.

(a) In case of any and all damage(s) affecting the Vessel's seaworthiness and/or the safety of the crew and/or affecting the trading capabilities of the Vessel, the Charterers shall immediately arrange for repairs of such damage(s) at their expense and the Vessel is to remain on hire until such repairs are completed and if required passed by the Vessel's classification society.

(b) Any and all damage(s) not described under point (a) above shall be repaired at the Charterers' option, before or after redelivery concurrently with the Owners' work. In such case no hire and/or expenses will be paid to the Owners except and insofar as the time and/or the expenses required for the repairs for which the Charterers are responsible, exceed the time and/or expenses necessary to carry out the Owners' work.

36. Cleaning of Holds

The Charterers shall provide and pay extra for sweeping and/or washing and/or cleaning of holds between voyages and/or between cargoes provided such work can be undertaken by the crew and is permitted by local regulations, at the rate of [redacted] per hold.

In connection with any such operation, the Owners shall not be responsible if the Vessel's holds are not accepted or passed by the port or any other authority. The Charterers shall have the option to re-deliver the Vessel with unclean/upswept holds against a lumpsum payment of [redacted] in lieu of cleaning.

37. Taxes

Charterers to pay all local, State, National taxes and/or dues assessed on the Vessel or the Owners resulting from the Charterers' orders herein, whether assessed during or after the currency of this Charter Party including any taxes and/or dues on cargo and/or freights and/or sub-freights and/or hire (excluding taxes levied by the country of the flag of the Vessel or the Owners).

38. Charterers' Colors

The Charterers shall have the privilege of flying their own house flag and painting the Vessel with their own markings. The Vessel shall be repainted in the Owners' colors before termination of the Charter Party. Cost and time of painting, maintaining and repainting those changes effected by the Charterers shall be for the Charterers' account.

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39. **Laid up Returns**

The Charterers shall have the benefit of any return insurance premium receivable by the Owners from their underwriters as and when received from underwriters by reason of the Vessel being in port for a minimum period of 30 days if on full hire for this period or pro rata for the time actually on hire.

40. **Documentation**

The Owners shall provide any documentation relating to the Vessel that may be required to permit the Vessel to trade within the agreed trade limits, including, but not limited to certificates of financial responsibility for oil pollution, provided such oil pollution certificates are obtainable from the Owners' P & I club, valid international tonnage certificate, Suez and Panama tonnage certificates, valid certificate of registry and certificates relating to the strength and/or serviceability of the Vessel's gear.

41. **Stowaways**

(a) (i) The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining access to the Vessel by means of secreting away in the goods and/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 by means of secreting away in the goods and/or containers shipped by the Charterers, this shall amount to breach of charter for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them. Furthermore, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account and the Vessel shall remain on hire.

(iii) Should the Vessel be arrested as a result of the Charterers' breach of charter according to sub-clause (a)(ii) above, the Charterers shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel.

(b) (i) If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Owners' account and the Vessel shall be off hire.

(ii) Should the Vessel be arrested as a result of stowaways having gained access to the Vessel by means other than secreting away in the goods and/or containers 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 put up bail to secure release of the Vessel.

42. **Smuggling**

In the event of smuggling by the Master, Officers and/or crew, the Owners shall bear the cost of any fines, taxes, or imposts levied and the Vessel shall be off hire for any time lost as a result thereof.

43. **Commissions**

A commission of percent is payable by the Vessel and the Owners to

on hire earned and paid under this Charter, and also upon any continuation or extension of this Charter.

44. **Address Commission**

An address commission of percent is payable to

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on hire earned and paid under this Charter.

45. Arbitration

(a) NEW YORK
All disputes arising out of this contract shall be arbitrated at New York in the following manner, and 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, conversant with shipping matters. 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 US $ ** the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators Inc.

(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 arbitrament of two Arbitrators carrying on business in London who shall be members of the Baltic Mercantile & Shipping Exchange and engaged in Shipping, 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 dispute arising hereunder shall be governed by English Law.

For disputes where the total amount claimed by either party does not exceed US $ ** the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.

**Delete para (a) or (b) as appropriate*

*** Where no figure is supplied in the blank space this provision only shall be void but the other provisions of this clause shall have full force and remain in effect.*

If mutually agreed, clauses to , both inclusive, as attached hereto are fully incorporated in this Charter Party.

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APPENDIX "A"

To Charter Party dated
Between Owners
and Charterers

Further details of the Vessel:

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BIMCO UNIFORM TIME-CHARTER (AS REVISED 2001) CODE NAME: "BALTIME 1939"

PART I

1. Shipbroker	2. Place and Date of Charter
3. Owners/Place of business	4. Charterers/Place of business
5. Vessel's Name	6. GT/NT
7. Class	8. Indicated brake horse power (bhp)
9. Total tons d.w. (abt.) on summer freeboard	10. Cubic feet grain/bale capacity
11. Permanent bunkers (abt.)	12. Speed capability in knots (abt.) on a consumption in tons (abt.) of
13. Present position	14. Period of hire (Cl. 1)
15. Port of delivery (Cl. 1)	16. Time of delivery (Cl. 1)

17. (a) Trade limits (Cl. 2)

(b) Cargo exclusions specially agreed

18. Bunkers on re-delivery (state min. and max. quantity)(Cl. 5)	19. Charter hire (Cl. 6)

20. Hire payment (state currency, method and place of payment; also beneficiary and bank account) (Cl. 6)

21. Place or range of re-delivery (Cl. 7)	22. Cancelling date (Cl. 21)
23. Dispute resolution (state 22(A), 22(B) or 22(C); if 22(C) agreed Place of Arbitration must be stated) (Cl. 22)	24. Brokerage commission and to whom payable (Cl. 24)

25. Numbers of additional clauses covering special provisions, if agreed

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter 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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Issued 1909; Amended 1911, 1912, 1920, 1920, 1939, 1950, 1974, and 2001

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PART II
"BALTIME 1939" Uniform Time-Charter (as revised 2001)

It is agreed between the party mentioned in Box 3 as Owners of the Vessel named in Box 5 of the gross/net tonnage indicated in Box 6, classed as stated in Box 7 and of indicated brake horse power (bhp) as stated in Box 8, carrying about the number of tons deadweight indicated in Box 9 on summer freeboard inclusive of bunkers, stores and provisions, having as per builder's plan a cubic-feet grain/bale capacity as stated in Box 10, exclusive of permanent bunkers, which contain about the number of tons stated in Box 11, and fully loaded capable of steaming about the number of knots indicated in Box 12 in good weather and smooth water on a consumption of about the number of tons fuel oil stated in Box 12, now in position as stated in Box 13 and the party mentioned as Charterers in Box 4, as follows:

1. Period/Port of Delivery/Time of Delivery

The Owners let, and the Charterers hire the Vessel for a period of the number of calendar months indicated in Box 14 from the time (not a Sunday or a legal Holiday unless taken over) the Vessel is delivered and placed at the disposal of the Charterers between 9 a.m. and 6 p.m., or between 9 a.m. and 2 p.m. if on Saturday, at the port stated in Box 15 in such available berth where she can safely lie always afloat, as the Charterers may direct, the Vessel being in every way fitted for ordinary cargo service. The Vessel shall be delivered at the time indicated in Box 16.

2. Trade

The Vessel shall be employed in lawful trades for the carriage of lawful merchandise only between safe ports or places where the Vessel can safely lie always afloat within the limits stated in Box 17. No live stock nor injurious, inflammable or dangerous goods (such as acids, explosives, calcium carbide, ferro silicon, naphtha, motor spirit, tar, or any of their products) shall be shipped.

3. Owners' Obligations

The Owners shall provide and pay for all provisions and wages, for insurance of the Vessel, for all deck and engine-room stores and maintain her in a thoroughly efficient state in hull and machinery during service. The Owners shall provide winchmen from the crew to operate the Vessel's cargo handling gear, unless the crew's employment conditions or local union or port regulations prohibit this, in which case qualified shore-winchmen shall be provided and paid for by the Charterers.

4. Charterers' Obligations

The Charterers shall provide and pay for all fuel oil, port charges, pilotages (whether compulsory or not), canal steersmen, boatage, lights, tug-assistance, consular charges (except those pertaining to the Master, officers and crew), canal, dock and other dues and charges, including any foreign general municipality or state taxes, also all dock, harbour and tonnage dues at the ports of delivery and re-delivery (unless incurred through cargo carried before delivery or after re-delivery), agencies, commissions, also shall arrange and pay for loading, trimming, stowing (including dunnage and shifting boards, excepting any already on board), unloading, weighing, tallying and delivery of cargoes, surveys on hatches, meals supplied to officials and men in their service and all other charges and expenses whatsoever including detention and expenses through quarantine (including cost of fumigation and disinfection). All ropes, slings and special runners actually used for loading and discharging and any special gear, including special ropes and chains required by the custom of the port for mooring shall be for the Charterers' account. The Vessel shall be fitted with winches, derricks, wheels and ordinary runners capable of handling lifts up to 2 tons.

5. Bunkers

The Charterers at port of delivery and the Owners at port of re-delivery shall take over and pay for all fuel oil remaining in the Vessel's bunkers at current price at the respective ports. The Vessel shall be re-delivered with not less than the number of tons and not exceeding the number of tons of fuel oil in the Vessel's bunkers stated in Box 18.

6. Hire

The Charterers shall pay as hire the rate stated in Box 19 per 30 days, commencing in accordance with Clause 1 until her re-delivery to the Owners.

Payment of hire shall be made in cash, in the currency stated in Box 20, without discount, every 30 days, in advance, and in the manner prescribed in Box 20. In default of payment the Owners shall have the right of withdrawing the Vessel from the service of the Charterers, without noting any protest and without interference by any court or any other formality whatsoever and without prejudice to any claim the Owners may otherwise have on the Charterers under the Charter.

7. Re-delivery

The Vessel shall be re-delivered on the expiration of the Charter in the same good order as when delivered to the Charterers (fair wear and tear excepted) at an ice-free port in the Charterers' option at the place or within the range stated in Box 21, between 9 a.m. and 6 p.m., and 9 a.m. and 2 p.m. on Saturday, but the day of re-delivery shall not be a Sunday or legal Holiday.

The Charterers shall give the Owners not less than ten days' notice at which port and on about which day the Vessel will be re-delivered. Should the Vessel be ordered on a voyage by which the Charter period will be exceeded the Charterers shall have the use of the Vessel to enable them to complete the voyage, provided it could be reasonably calculated that the voyage would allow redelivery about the time fixed for the termination of the Charter, but for any time exceeding the termination date the Charterers shall pay the market rate if higher than the rate stipulated herein.

8. Cargo Space

The whole reach and burthen of the Vessel, including lawful deck-capacity shall be at the Charterers' disposal, reserving proper and sufficient space for the Vessel's Master, officers, crew, tackle, apparel, furniture, provisions and stores.

9. Master

The Master shall prosecute all voyages with the utmost despatch and shall render customary assistance with the Vessel's crew. The Master shall be under the orders of the Charterers as regards employment, agency, or other arrangements. The Charterers shall indemnify the Owners against all consequences or liabilities arising from the Master, officers or Agents signing Bills of Lading or other documents or otherwise complying with such orders, as well as from any irregularity in the Vessel's papers or for overcarrying goods. The Owners shall not be responsible for shortage, mixture, marks, nor for number of pieces or packages, nor for damage to or claims on cargo caused by bad stowage or otherwise. If

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the Charterers have reason to be dissatisfied with the conduct of the Master or any officer, the Owners, on receiving particulars of the complaint, promptly to investigate the matter, and, if necessary and practicable, to make a change in the appointments.

10. Directions and Logs

The Charterers shall furnish the Master with all instructions and sailing directions and the Master shall keep full and correct logs accessible to the Charterers or their Agents.

11. Suspension of Hire etc.

(A) In the event of drydocking or other necessary measures to maintain the efficiency of the Vessel, deficiency of men or Owners' stores, breakdown of machinery, damage to hull or other accident, either hindering or preventing the working of the Vessel and continuing for more than twenty-four consecutive hours, no hire shall be paid in respect of any time lost thereby during the period in which the Vessel is unable to perform the service immediately required. Any hire paid in advance shall be adjusted accordingly.

(B) In the event of the Vessel being driven into port or to anchorage through stress of weather, trading to shallow harbours or to rivers or ports with bars or suffering an accident to her cargo, any detention of the Vessel and/or expenses resulting from such detention shall be for the Charterers' account even if such detention and/or expenses, or the cause by reason of which either is incurred, be due to, or be contributed to by, the negligence of the Owners' servants.

12. Responsibility and Exemption

The Owners only shall be responsible for delay in delivery of the Vessel or for delay during the currency of the Charter and for loss or damage to goods onboard, if such delay or loss has been caused by want of due diligence on the part of the Owners or their Manager in making the Vessel seaworthy and fitted for the voyage or any other personal act or omission or default of the Owners or their Manager. The Owners shall not be responsible in any other case nor for damage or delay whatsoever and howsoever caused even if caused by the neglect or default of their servants. The Owners shall not be liable for loss or damage arising or resulting from strikes, lock-outs or stoppage or restraint of labour (including the Master, officers or crew) whether partial or general. The Charterers shall be responsible for loss or damage caused to the Vessel or to the Owners by goods being loaded contrary to the terms of the Charter or by improper or careless bunkering or loading, stowing or discharging of goods or any other improper or negligent act on their part or that of their servants.

13. Advances

The Charterers or their Agents shall advance to the Master, if required, necessary funds for ordinary disbursements for the Vessel's account at any port charging only interest at 6 per cent. p.a., such advances shall be deducted from hire.

14. Excluded Ports

The Vessel shall not be ordered to nor bound to enter:

(A) any place where fever or epidemics are prevalent or to which the Master, officers and crew by law are not bound to follow the Vessel;

(B) any ice-bound place or any place where lights, lightships, marks and buoys are or are likely to be withdrawn by reason of ice on the Vessel's arrival or where there is risk that ordinarily the Vessel will not be able on account of ice to reach the place or to get out after having completed loading or discharging. The Vessel shall not be obliged to force ice. If on account of ice the Master considers it dangerous to remain at the loading or discharging place for fear of the Vessel being frozen in and/or damaged, he has liberty to sail to a convenient open place and await the Charterers' fresh instructions. Unforeseen detention through any of above causes shall be for the Charterers' account.

15. Loss of Vessel

Should the Vessel be lost or missing, hire shall cease from the date when she was lost. If the date of loss cannot be ascertained half hire shall be paid from the date the Vessel was last reported until the calculated date of arrival at the destination. Any hire paid in advance shall be adjusted accordingly.

16. Overtime

The Vessel shall work day and night if required. The Charterers shall refund the Owners their outlays for all overtime paid to officers and crew according to the hours and rates stated in the Vessel's articles.

17. Lien

The Owners shall have a lien upon all cargoes and sub-freights belonging to the Time-Charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers shall have a lien on the Vessel for all moneys paid in advance and not earned.

18. Salvage

All salvage and assistance to other vessels shall be for the Owners' and the Charterers' equal benefit after deducting the Master's, officers' and crew's proportion and all legal and other expenses including hire paid under the charter for time lost in the salvage, also repairs of damage and fuel oil consumed. The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.

19. Sublet

The Charterers shall have the option of subletting the Vessel, giving due notice to the Owners, but the original Charterers shall always remain responsible to the Owners for due performance of the Charter.

20. War ("Conwartime 1993")

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

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

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

(B) 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, area or zone (whether of land or sea), or any waterway or canal, where

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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 be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.

(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 howsoever, 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) (i) 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.

(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' 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.

(E) 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.

(F) The Vessel shall have liberty:-

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other 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, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

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

(iv) to divert and discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;

(v) to divert and call at any other port to change the crew 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.

(G) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.

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

21. Cancelling

Should the Vessel not be delivered by the date indicated in Box 22, the Charterers shall have the option of cancelling. If the Vessel cannot be delivered by the cancelling date, the Charterers, if required, shall declare within 48 hours after receiving notice thereof whether they cancel or will take delivery of the Vessel.

22. Dispute Resolution

*) **(A)** This Charter shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

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 that notice and stating 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.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

*) **(B)** This Charter 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 out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.

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In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.

*) **(C)** This Charter shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.

(D) Notwithstanding (A), (B) or (C) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter.

In the case of a dispute in respect of which arbitration has been commenced under (A), (B) or (C) above, the following shall apply:-

(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.

(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.

(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.

(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.

(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.

(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)

(E) If Box 23 in Part I is not appropriately filled in, sub-clause (A) of this Clause shall apply. Sub-clause (D) shall apply in all cases.

*) *(A), (B) and (C) are alternatives; indicate alternative agreed in Box 23.*

23. General Average

General Average shall be settled according to York/Antwerp Rules, 1994 and any subsequent modification thereof. Hire shall not contribute to General Average.

24. Commission

The Owners shall pay a commission at the rate stated in Box 24 to the party mentioned in Box 24 on any hire paid under the Charter, but in no case less than is necessary to cover the actual expenses of the Brokers and a reasonable fee for their work. If the full hire is not paid owing to breach of Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission. Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission not to exceed the brokerage on one year's hire.

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TANKER VOYAGE CHARTER PARTY

TANKERVOY 87

(Place) (Date) , 19

IT IS THIS DAY AGREED between ..... of ..... owners/disponent owners/chartered owners ("Owners") of the motor/turbine tank vessel called ..... ("the vessel") flying the ..... flag and ..... ("Charterers") that the transportation herein provided for will be performed subject to the terms and conditions of this Charter which includes Part I and Part II. If there is any conflict between the provisions of Part I and those of Part II, the provisions of Part I shall prevail.

PART I

(A) Vessel's Description

Owners undertake that at the date of this Charter the vessel is/has:

(i) Class .....

(ii) Deadweight ..... tonnes/long tons on a saltwater draft on summer marks of ..... tonnes/long tons

(iii) Length overall ..... metres/feet
Beam extreme ..... metres/feet

(iv) Deadweight available for cargo ..... tonnes/long tons ... per cent more or less in Owners' option.

(v) Cubic capacity for cargo ..... cubic metres/feet (at 98%)
(at 98%) including slop tank(s) with a cubic capacity of ..... cubic metres/feet (at 98%).

(vi) Carried or will have carried the following last three cargoes before commencement of this Charter:
Last:
Second last:
Third last:

(vii) Fully fitted with heating equipment in all cargo tanks capable of maintaining the cargo at all times at a maximum temperature of ... ... °C ..... °F, at a minimum sea temperature of ..... °C ..... °F.

(viii) Provided shore facilities permit, capable of maintaining a pressure of 100 PSI at vessel's manifold or of discharging a full and complete cargo within 24 hours. If crude oil washing ("COW") is performed, maximum further time for discharging a full and complete cargo is ... hours. (see Clause 11(b)).

(ix) On board, all papers and certificates required by any applicable law in force at the date hereof to allow performance of the chartered service.

(x) Equipped with ..... derricks or cranes with a maximum safe working load of ..... tons each for lifting submachine hoses to the vessel's port and starboard manifolds.

(xi) Internal tank coating as follows:

(xii) Equipped with a fully functional Inert Gas System complying with the 1978 Protocol to the 1974 Convention on Safety of Life at Sea as applied to any area to which the vessel can be ordered under this Charter.

(xiii) Equipped with a fully functional Crude Oil Washing System complying with the International Convention for the Prevention of Marine Pollution 1973 as modified by its Protocol of 1978 ("MARPOL 73/78"), and with officers and crew experienced in the operation of such a system.

(B) Vessel's Position

Expected readiness to load:

Commitments prior to commencement of this Charter:

(C) Description of Cargo

in Charterer's option.
Cargo not to be loaded at a temperature exceeding: ... °C ..... °F.

The Baltic & International Maritime Council (BIMCO) 19 Kristianiagade, DK-2100 Copenhagen, DENMARK

Federation of Oil and Associations of Ship Brokers and Agents, c/o Institute of Chartered Shipbrokers, 52 St. Mary Axe, LONDON EC3A 8BE

The Documentary Committee of the Japan Shipping Exchange, Inc. will dispense Tanker Documentation address: Mori Kaisyotar, 1-16 Nihonbashi, 2-Chome, Nihonbashi, Chuo-Ku, TOKYO

Distributed by: Lyn Lindo, George Rasmussen 5 3233 Oslo 2, NORWAY

(D) Loading Port(s) 45
or Range(s) 46
at Charterers' option 47

(E) Discharging 48
Port(s) or 49
Range(s) in Charterers' option. 50

(F) Laydays shall not commence before noon (local time) on ..... unless with Charterers' consent. 51

(G) Cancelling, Noon (local time) on. 52

(H) Except as otherwise stated or required by the context of this Charter, all terms and conditions of the current scale of 53
nominal tanker freight rates published by the Worldscale Association (London) Ltd and the Worldscale Association (N.Y.C.) 54
Inc., in force on the date of commencement of loading ("Worldscale") shall apply. 55

(I) Laytime ..... running hours. 56

(J) (i) Freight rate shall be ..... per cent. of the applicable rate of Worldscale per ton. 57

The following particulars shall be completed if Clause 35 (Speed) is to apply: 58
(i) Basic performance speed ..... knots ("Base Speed"). 59
(ii) Maximum higher speed which can be ordered ..... knots ("Maximum Speed"). 60
(iv) Freight rate increase ..... Worldscale percentage points per knot of ordered speed increase ("Speed up 61
Factor"). 62

(K) Freight shall be due and payable: 63
(where payable) on 64
(payee and account) to 65
..... 66
(bank/address) at 67
(currency) in 68

(L) The demurrage rate per day or pro rata shall be: 69
(i) ..... per cent. of Worldscale based on either: 70
(a) the vessel's summer deadweight or 71
(b) the bill of lading quantity on sailing from the last loading port plus ..... tons (up to a maximum of the 72
vessel's summer deadweight) or 73
(ii) ..... US Dollars 74

(M) General average shall be adjusted in 75

(N) The vessel is entered for P & I Clubs with 76
..... 77
and shall remain so entered during the currency of this Charter. 78

(O) Time limit for presentation of demurrage claims referred to in Clause 19 is ..... days. 79

(P) Is Clause 7 to apply: YES/NO. 80

(Q) Special Provisions: 81

IN WITNESS WHEREOF Owners and Charterers have caused this Charter consisting of a Preamble and Parts I and II to be executed the day and year first above written. 82 83

For OWNERS For CHARTERERS 84

85

Part
performances
Inc 10

TANKERVOY 87
PART II

Condition of Vessel

1. The vessel's class as specified in Part I shall be maintained during the currency of this Charter.

The Owners shall:

(a) before and at the beginning of the loaded voyage exercise due diligence to make the vessel seaworthy and in every way fit for the voyage, with her tanks, valves, pumps and pipelines tight, staunch, strong and in good order and condition and with sufficient complement of master, officers and crew for a vessel of her type, tonnage and flag.

(b) from the time the vessel is first under an obligation to proceed to a loading place under this Charter and throughout the voyage have the responsibilities and immunities set out in and as incorporated by Clause 26.

Nomination/ Renomination

2. Charterers shall nominate loading and discharging ports or places and shall have the option of ordering the vessel to a safe port or place en route to loading or discharging ranges for orders. All such nominations or orders shall be made in sufficient time to avoid any delay or deviation to the vessel.

If after loading or discharging ports or places have been nominated, Charterers desire to vary them, Owners agree to issue such revised instructions as are necessary to give effect to Charterers' revised orders. Any nomination, revised instructions or orders to a port or place for orders pursuant to this Clause shall be consistent with Part I (D) and (E).

Charterers hereby warrant that on each and every occasion that they issue orders hereunder they will have the authority of bill of lading holders to give such orders and that such bills of lading will not be transferred to any person who does not honour them.

Charterers shall reimburse Owners for any expenses resulting from late nomination or for any delay or deviation as a result of any revision of orders including additional bunkers consumed at the cost of the quantities lost taken by the vessel. Charterers shall pay for loss of time caused by such late nomination or revision at the demurrage rate in Part I (L).

Charterers shall not be liable for any other loss or expense resulting from Charterers revising their orders, unless upon receiving the new orders Owners promptly notify Charterers that such other loss or expense may occur. Unless Charterers then give new orders which will avoid such other loss or expense it shall when proved be recoverable from Charterers.

Voyage

3. The vessel shall proceed with all convenient despatch (or as may be agreed) as soon as her prior commitments as specified in Part II (a) are completed, to a berth, dock, anchorage, submarine line, alongside vessels or lighters or any other place as ordered by Charterers within the limits specified in Part I (D), or as near thereto as she may safely get, and there load, always afloat, the cargo as described in Part I (C) and being so loaded shall proceed to a berth, dock, anchorage, submarine line, alongside vessels or lighters or any other place as ordered by Charterers within the limits specified in Part I (E) or so near thereto as she may safely get, and there discharge the cargo always afloat.

Charterers shall exercise due diligence to ascertain that any ports or places to which they order the vessel are safe for the vessel and that she can lie there always afloat and to ensure that any transshipment operations at sea conform to standards not less than those set out in the latest edition of ICS/OCIMF Ship to Ship Transfer Guide (Petroleum). Charterers shall, however, not be deemed to warrant the safety of any place and shall be under no liability in respect of any loss or damage arising from unsafety unless they fail to prove the exercise of due diligence as aforesaid. If Charterers require the vessel to perform transhipment operations at sea they shall provide and pay for all fenders and other portable equipment necessary for such operations.

Disposal of Residues

4. (a) Owners shall:–

(i) comply with Regulation 9 of MARPOL 73/78;

(ii) collect the drainings and any tank washings into a suitable tank or tanks and, after maximum separation of free water, discharge the bulk of such water overboard to the extent permitted by MARPOL 73/78;

(iii) thereafter, notify Charterers promptly of the amounts of oil and free water so retained on board and details of any other washings retained on board from earlier voyages (together "Collected Washings").

(b) On being so notified, Charterers, in accordance with their rights under this Clause (which shall include without limitation the right to determine the disposal of Collected Washings), shall before the vessel's arrival at the loading berth (or if already arrived as soon as possible thereafter) give instructions as to how Collected Washings shall be dealt with. Owners shall, on the vessel's arrival (or if already arrived as soon as possible thereafter), arrange in conjunction with the cargo supplier for the measurement of the quantity of Collected Washings and shall record the same in the vessel's cargo record.

(c) If Charterers so require Collected Washings shall be discharged ashore at the loading port at Charterers' expense, in which case no freight shall be payable on them.

(d) Alternatively Charterers may require that the cargo be loaded on top of Collected Washings, which shall then be discharged with the cargo, or that they be kept separate from the cargo; in either case, provided that the master shall reduce the free water in Collected Washings to a minimum consistent with the full retention on board of the oil residues in them and consistent with Clause 4 (a), freight in accordance with Clause 13 shall be payable on the quantity of Collected Washings. Whenever Charterers require Collected Washings to be kept separate, they shall pay any deadfreight incurred as a result and shall, if practicable, accept discharge of Collected Washings at the discharge port or ports. If Part I (J) provides for a lower rate of freight to be paid on cargo in excess of a specified quantity and cargo of not less than such specified quantity is loaded, freight on Collected Washings shall be paid at the lower rate.

If the minimum cargo to be loaded by Charterers is less than a full cargo and if the Collected Washings are discharged at the discharge port, then freight on Collected Washings shall be paid in addition to freight on the minimum quantity whether or not Charterers furnished such minimum quantity, save that no freight shall be payable on Collected Washings which are kept separate from the cargo and not discharged at the discharge port.

(e) Time spent discharging Collected Washings, and any shifting not assisted thereby, shall count as laytime or if the vessel is on demurrage, for demurrage, and if Charterers require Collected Washings to be discharged separately from the cargo (whether at loading port or discharging port) the cost of providing reception facilities and any shifting shall be for Charterers' account.

Cleaning

5. (a) The master shall exercise due diligence to keep the tanks, pipes and pumps of the vessel suitable for the cargo specified in Part I (C).

(b) Charterers may place a representative on board the vessel at any loading and/or discharging port and Owners shall co-operate to facilitate his inspection of the vessel and observation of cargo transfer operations.

(c) Charterers may require inspection of the vessel's tanks at loading and discharging ports to ascertain the quantity and quality of the cargo, water and residues on board. Deaerator/aeration of the tanks to permit gauging shall be carried out in accordance with the latest edition of the International Safety Guide for Oil Tankers and Terminals. Charterers may also inspect and take samples from the vessel's bunker tanks and other non-cargo spaces. Any delay to the vessel caused by such inspection and measurement and sampling and any associated deaerating and repressurising of tanks shall count as laytime or for demurrage if the vessel is on demurrage.

Cancellation by Charterer

6. If the vessel has not given a valid notice of readiness in accordance with Clause 8 before Cancelling specified in Part I (G), Charterers shall have the option of cancelling this Charter unless the vessel shall have been delayed due to Charterers' late nomination or revised orders given under Clause 2, 22 or 30, in which case the cancelling date shall be extended by any time so lost.

If it shall become clear to Owners that the vessel will be delayed in arrival beyond Cancelling Owners may, at the earliest 72 hours before the vessel is due to sail for the loading port, but as soon thereafter as they are in a position to state a new date of readiness with reasonable certainty, ask Charterers whether or not they will exercise their option of cancelling. The option must thereafter be declared within 96 hours but not later than 24 hours after Cancelling. If Charterers do not cancel this Charter within such time limit, then, unless otherwise agreed, Part I (F) and (G) shall be deemed amended such that noon on the new readiness date shall become the commencement of laydays and noon on the third day after the new readiness date shall become the new Cancelling.

The exercise or non-exercise by Charterers of their cancellation option shall not prejudice any claim Charterers may otherwise have against Owners.

Non-Provision of Cargo

7. If for reasons not attributable to the vessel and/or Owners:

(a) Charterers fail in their duty to give timely loading orders in accordance with Clause 2, and such failure has continued for not less than 10 days,

or

(b) loading has not commenced and 20 days demurrage shall have accrued,

Charterers shall pay within 5 days of Owners' demand full expenses under Clause 2 and/or full demurrage on account (as the case may be). In default of such payment Owners shall have the option of cancelling this Charter.

Whether or not Owners exercise this option, any claim they may have on Charterers for breach of time or otherwise shall not be prejudiced thereby.

For purposes of Clauses 7, 22 and 30, provisions in this Charter applying Worldscale rates on the date of commencement of loading shall be revised by the application of Worldscale rates applicable at Cancelling as referred to in Part I (G).

Notice of Readiness

8. When the vessel has arrived at a customary anchorage or waiting place for such loading and discharging port or place and is ready to load or discharge, notice of readiness (which may be tendered at any time on any day) shall be given to Charterers or their agents by letter, telegraph, telex, radio or telephone, berth or no berth. An oral notice shall be confirmed promptly in writing.

Laytime

9. (a) The laytime specified in Part I (J) shall be allowed to Charterers for loading and discharging of cargo and other Charterers' purposes.

Other than when the vessel loads or discharges cargo by transhipment at sea, laytime shall commence at the first loading and at the first discharging port or place six hours after the tender of notice or upon arrival in berth if that occurs earlier, and at any subsequent port or place laytime shall resume when notice is tendered. Time shall run until hoses have been disconnected, which shall be effected promptly, but if the vessel is delayed after disconnection of hoses for more than two hours awaiting bills of lading or for other Charterers' purposes, time shall continue to run from disconnection of hoses until the termination of such delay.

(b) Time lost owing to any of the following causes shall not count as laytime or for demurrage if the vessel is on demurrage:

(i) awaiting next light tide or daylight to proceed on the inward passage from a waiting place (even if lightening has occurred there) to a loading or discharging berth and/or berthing there;

(ii) actually moving from a waiting place (even if lightening has occurred there) on inward passage to a loading or discharging berth or place proclaimed by Charterers or waiting for pilot or tugs in order so to move;

(iii) in handling ballast unless carried out concurrently with cargo operations such that no time is lost thereby;

(iv) stoppages on the vessel's orders, breakdown or inefficiency of the vessel, negligence or breach of duty on the part of the Owners or their servants or agents or strike, lockout, or other restraint of labour of the vessel's crew.

(v) strike, lockout or delay (actual or of labour of pilot or tug personnel,

(c) Subject only to Clause 9(b)(iv), if the vessel loads or discharges cargo by transhipment at sea, all time from the vessel's arrival at the transhipment place until final unmooring of the lightening vessel or the end of transhipment operations shall count as laytime or for demurrage if the vessel is on demurrage.

Demurrage

10. Charterers shall pay demurrage as specified in Part I (L) for all time by which loading and discharging and other time used on Charterer's purposes as herein detailed exceeds the laytime as specified in Part I (J). If however, any demurrage is incurred due to any of the events set out below the rate of such demurrage shall be reduced by half:

(a) bad weather or sea conditions,

(b) the effects of fire or explosion, or breakdown of machinery or shore installation not caused by negligence on the part of Charterers, shippers or the receivers or their servants or agents;

(c) act of God; act of war; act of public enemies; quarantine restrictions; strikes; lockouts; restraints of labour; riots; civil commotions or arrest or restraint of rulers or people (save that demurrage shall be paid in full for time lost due to strikes, lockouts or restraints already in force when the port in question is nominated and for quarantine to the extent so provided in Clause 23).

Loading and Discharging

11. (a) No cargo which is injurious to the vessel shall be loaded.

The cargo shall be loaded into the vessel at the expense of and at the risk and peril of Charterers as far as the vessel's permanent hose connections only and shall be pumped out of the vessel at the expense of and at the risk and peril of Owners as far as the vessel's permanent hose connections only.

Hoses for loading and discharging shall be furnished by Charterers and shall be connected and disconnected by Charterers or at the option of Charterers by Owners at Charterers' risk and expense.

(b) If the vessel is equipped for COW and if so requested by Charterers or any competent authority the master shall arrange for the crude oil washing of cargo tanks at the discharge port to be effected concurrently with cargo discharging operations. Any additional time used by reason of such COW operations shall count as time used in discharging, except always for any time lost because of any failure or deficient operation of the COW system.

Freight Payment; Cargo Outturn

12. (a) Subject to Clauses 4 and 35 freight shall be paid at the rate(s) specified in Part I (I), and calculated on the intaken quantity of cargo and on Collected Weights. Payment of freight as specified in Part I (J) shall be made by Charterers in cash without deductions.

Unless otherwise stated, this Charter is for a full and complete cargo having regard to the permissible freeboard for the voyages in accordance with the International Load Line Convention from time to time in force and the limitations provided in Part I (A). No freight shall be payable on any quantity of cargo in excess of the maximum consistent with such permissible freeboard.

(b) If the vessel is ordered to proceed on a voyage for which a fixed differential is provided in Worldscale, such fixed differential shall be payable without applying the percentage referred to in Part I (I).

(c) If cargo is carried between places and/or by a route for which no rate is expressed in Worldscale, then in the absence of agreement as to the freight rate, the parties shall apply to either of the publishers of Worldscale referred to in Part I (H) for the determination of an appropriate Worldscale rate.

(d) If on completion of discharge any cargo pumpable by the vessel's own pumps remains on board the vessel (the presence and quantity, obtained by application of the Wedge Formula in respect of any tank whose contents do not reach the forward bulkhead, of cargo as pumpable having been established by a jointly appointed independent surveyor or if no agreement can be reached on such a surveyor, by two independent surveyors, one to be appointed by Owners and one by Charterers), and Charterers thereby suffer a loss, Charterers shall have the right to deduct from freight an amount corresponding to such loss up to a maximum amount equal to the FOB loading port cost of such cargo plus freight thereon, provided, however, that any action or lack of action hereunder shall be without prejudice to any other rights or obligations of the parties under this Charter or otherwise.

Deadfreight; Slack Tanks

13. Should Charterers fail to supply the cargo specified in Part I (C), deadfreight shall be payable in respect of any quantity not so supplied but in no event shall Charterers be required to furnish cargo in excess of the maximum cargo quantity stated in Part I (C) or the vessel's capacity available for cargo as stated in Part I (A) whichever is the lesser. Sufficient space shall in any event be left in the vessel's tanks for expansion of the cargo.

The vessel shall not be required to proceed to sea until such of her tanks are filled as will place her in a seaworthy condition.

Lien

14. Owners shall have a lien on the cargo and on all subfreights earned by the vessel's carriage of the cargo for all amounts due under this Charter and for all costs of recovering same.

Taxes and Dues

15. Dues, taxes and other charges upon the vessel, including those assessed by reference on the quantity of cargo loaded or discharged and any taxes on the freight shall be paid by Owners, and dues and other charges upon the cargo shall be paid by Charterers. Notwithstanding the foregoing, where under any provision of Worldscale any dues or charges are expressly for account of Owners or Charterers respectively then they shall be payable in accordance therewith.

Shifting

16. (a) Charterers shall have the right to load and/or discharge at more than one loading or discharging location at each port or place on payment of all additional expenses incurred (including any bunkers consumed) and any additional dues incurred in excess of those which would have been incurred if all the cargo had been loaded or discharged at one such location only.

(b) If the vessel is required to leave and subsequently to return to the same loading or discharging location because of the vessel's failure to comply with any of Owners' warranties set out in Part I (A) or upon safety grounds (other than those arising out of weather or sea conditions) pursuant to the orders of the port or harbour authority then all expenses incurred in so moving the vessel (including any bunkers consumed) shall be for Owners' account.

(c) If the vessel is required to leave and return to the same location for any reason other than those set out in Clause 16(b), the expenses so incurred (including any bunkers consumed) shall be for Charterers' account in accordance with Clause 16(a).

(d) Unless the vessel is shifting from a waiting place or from a loading or discharging location as described in Clause 9 (b)(ii) or Clause 16(b) respectively time used in shifting and any detention in reaching the new location shall count as laytime or for demurrage if the vessel is on demurrage.

(e) For purposes of this Clause and of freight payment, locations grouped in Port and Terminal Combinations in Worldscale are to be considered as locations within a single port.

Lightcrage/ Discharge at Sea

17. (a) Topping up/Lightering in port

Charterers shall have the right to load all or part of the cargo from and/or discharge all or part of the cargo to other vessels or lighters within port limits. Any such operation shall be at the expense of Charterers and shall only be effected where the vessel can lie always afloat. For the purposes of calculating laytime or if the vessel is on demurrage for demurrage the lightering/topping up place shall count as a berth within the port.

(b) Part cargo transhipment at sea

Charterers may order the vessel to a transhipment place or places at sea en route between the loading and discharging places otherwise ordered by Charterers in accordance with Clause 9 and there tranship part of the cargo from or to other vessels.

(c) The place of any transhipment at sea pursuant to this Clause shall not constitute an additional port for the purposes of this Charter but any deviation or delay to the vessel in proceeding to or from any transhipment place shall be paid for by Charterers at the demurrage rate in Part II(L) plus the cost of the bunkers consumed during such deviation or delay.

Heating

18. If the vessel is described as having heating equipment in Part II(A)(ii) Charterers may require that the cargo be maintained at up to the temperature at which it was loaded (subject to the maximum referred to in Part I (C)) throughout the voyage and discharge provided that such temperature does not exceed that stated in Part I (A)(viii).

The vessel shall not be required to heat the cargo beyond its loaded temperature, but Owners shall use their best endeavours so to heat the cargo (subject to the aforesaid maximum) if so requested. The cost of any additional bunkers consumed solely in endeavouring to heat the cargo beyond its loaded temperature shall be reimbursed to Owners by Charterers at the cost of the bunkers last taken by the vessel. Any delay to the vessel in attempting to raise the cargo beyond its loaded temperature shall count as laytime or if the vessel is on demurrage for demurrage.

Demurrage Claims

19. Any claim for demurrage shall be delivered with supporting documents not later than the completion of discharge than the number of days specified in part II(K). Owners shall give the promptest notice of any such claim that is reasonably possible.

If Owners fail to submit any such claim within the time limit aforesaid Charterers shall be discharged from all liability in respect thereof.

ETA

20. (a) The master shall notify Charterers and agents at loading and discharging ports (when bound for such ports) advising the vessel's ETA at the following times:
(i) on sailing from the last prior loading or discharge port,
(ii) 7 days, 72, 48 and 24 hours prior to the expected arrival time of the loading or discharging port(s) or as close as practicable to these times as the voyage length will permit,
(iii) at any other times Charterers may so request,
(iv) promptly if there is any alteration of over 6 hours to any ETA.
(b) An ETA at a discharging port shall also state the vessel's expected even keel arrival draft in salt water.
(c) If the master shall wilfully or negligently fail to comply with any of the requirements of this Clause any delay resulting therefrom shall not count as laytime or if the vessel is on demurrage for demurrage.

Liberty

21. The vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress, to call at any port or place for bunkers and to deviate for the purpose of saving life or property, or for any other reasonable purpose whatsoever.

Ice

22. (a) The vessel shall not be required to force ice or to follow ice-breakers unless the express consent of Owners shall have been obtained.
(b) If a nominated port is inaccessible due to ice, the master shall immediately notify Charterers requesting revised orders and shall remain outside the ice-bound area. If there is danger of the vessel being frozen in at any nominated port, the vessel shall, at master's discretion, proceed to the nearest safe and ice free position, at the same time requesting Charterers' revised orders. If the port in question is:
(i) the first or only loading port and no cargo has been loaded, Charterers shall have the option of nominating an alternative loading port or of cancelling this Charter;
(ii) the first or only loading port and cargo has been loaded, or any subsequent loading port, Charterers shall have the option of nominating an alternative ordering port or of ordering the vessel to proceed on the voyage without completing loading, paying any dead freight as incurred.
(iii) a discharging port, Charterers shall have the option of nominating an alternative port or of ordering the vessel to wait at a safe place off the nominated port until it can safely be entered.
(c) If in the exercise of Charterers' rights under this Clause:
(i) this Charter is cancelled, Charterers shall compensate Owners for time lost and bunkers consumed in the period from when the request for revised orders was received by Charterers or from the time when the vessel arrived and gave notice of readiness (whichever is the earlier) until the time when Owners received notice of such cancellation. Such compensation shall be paid at the demurrage rate in Part I (L) and the bunkers consumed at the cost of the bunkers not taken by the vessel.
(ii) the loaded voyage is changed, freight shall nevertheless be paid for the voyage that would have been performed but for such exercise but increased or reduced to compensate for the increase or reduction (as the case may be) in voyage costs. Such increase or reduction in voyage costs shall be calculated by reference to the changes in voyage time (including any time wasting (vessel ordered valued at the demurrage rate in Part I(L)), bunkers consumed (valued as provided in Clause 22(c)(i)) and port charges incurred.
(iii) the vessel discharges at the nominated port, this shall be at Charterers' risk and the whole period from the time the master's request for revised orders was received by Charterers until the vessel can safely depart after completion of discharge shall count against laytime or for demurrage if the vessel is on demurrage.

Charterers shall procure that all bills of lading issued pursuant to this Charter shall contain this Clause (or such part of it as is relevant to bills of lading).

Quarantine

23. If at the time of nomination quarantine is in force at a port or place of loading or discharging any time thereby lost by the vessel to count as laytime or for demurrage if the vessel is on demurrage. If, however, quarantine comes into force at such port or place after nomination only half the time thereby lost by the vessel shall count as laytime, but full time shall count for demurrage if the vessel is on demurrage on arrival there.

Agency

24. Unless otherwise agreed, Owners shall appoint, instruct and pay the vessel's agents at all ports and places.

Over Age Insurance

25. Any additional insurance on the cargo required because of the age of the vessel shall be for Owners' account.

Responsibility and Exceptions

26. (a) The vessel, the master and Owners shall not, unless otherwise expressly provided in this Charter, be responsible for any loss or damage arising or resulting from any act, neglect or default of the master, pilots, mariners or other servants of Owners in the navigation or management of the vessel; fire, unless caused by the actual fault or privity of Owners; collision or stranding; perils, dangers and accidents of the sea or other navigable waters; explosion, bursting of boilers, breakage of shafts or any latent defect in hull, equipment or machinery. The provisions of Clause 26(a) shall not apply to or affect Part I(A) and Clause 1(a).
(b) Neither the master, nor Owners, nor Charterers shall, unless otherwise expressly provided in this Charter, be responsible for any loss or damage or delay or failure in performance hereunder arising or resulting from act of God; act of war; act of public enemies; seizure under legal process; quarantine restrictions; strikes; lockouts; restraints of labour; riots; civil commotions or arrest or restraint of rulers or people.
(c) Clause 26(a) shall not apply to or affect any liability of Owners or the vessel in respect of any claim, whether brought by Charterers or any other person, for any loss of or damage to or in connection with the cargo. Any such claim shall be subject to the Hague-Visby Rules or the Hague Rules, as the case may be, which have, or might (pursuant to Clause 29) to have, been incorporated in the relevant bill of lading or, if no such bill of lading is issued, to the Hague Visby Rules.
(d) Nothing in this Charter shall be construed as in any way restricting, excluding or waiving the rights of Owners or of any other relevant persons to limit their liability under any available legislation or law.

Both to Blame Collision Clause

27. If the liability for any collision in which the vessel is involved while performing this Charter 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 cargo 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 cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of the said cargo 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 the 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 of a collision or contact."

Charterers shall procure that all bills of lading issued pursuant to this Charter shall contain this clause.

New Jason Clause

28. General Average shall be payable according to the York/Antwerp Rules, 1974. If the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:

"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the carrier in general average to the payment of any sacrifices, loss 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 cargo.

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 its agents, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the carrier before delivery."

Charterers shall procure that all bills of lading issued pursuant to this Charter shall contain this clause.

Clause Paramount

29. Charterers shall procure that all bills of lading issued pursuant to this Charter shall contain the following Paramount Clause:-

"CLAUSE PARAMOUNT

(1) Subject to sub-clause (2) hereof, this bill of lading shall be governed by, and have effect subject to, the rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 (the "Hague Rules") as amended by the Protocol signed at Brussels on 23rd February 1968 (the "Hague-Visby Rules"). Nothing contained herein shall be deemed to be either a surrender by the carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the Hague-Visby Rules.

(2) If there is governing legislation which applies the Hague Rules compulsorily to this bill of lading to the exclusion of the Hague-Visby Rules, then this bill of lading shall have effect subject to the Hague Rules. Nothing herein contained shall be deemed to be either a surrender by the carrier of any of his rights or immunities or an increase of any of his responsibilities under the Hague Rules.

(3) If any term of this bill of lading is repugnant to the Hague-Visby Rules, or the Hague Rules if applicable, such term shall be void to that extent but no further.

(4) Nothing in this bill of lading shall be construed as in any way restricting, excluding or waiving the right of any relevant party or person to limit his liability under any available legislation and/or law."

War Risks

30. (a) The master shall not be required or bound to sign bills of lading for any blockaded port or for any port which the master or Owners in his or their discretion consider dangerous or impossible to enter or reach.

(b) If

(i) any port of loading or of discharge to which the vessel may properly be ordered pursuant to the terms of this Charter or any bills of lading be blockaded or,

(ii) owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions, or the operation of international law entry to any such port of loading or of discharge or the loading or discharging of cargo at any such port be considered by the master or Owners in his or their discretion dangerous or prohibited, or it be considered by the master or Owners in his or their discretion dangerous or impossible or prohibited for the vessel to reach any such port of loading or of discharge,

then Owners may request alternative orders and Charterers shall have the right to order the cargo or such part of it as may be affected to be loaded or discharged at any other port of loading or of discharge within the range of loading or discharge ports respectively established under the provisions of this Charter (provided such other port is not blockaded and that entry thereto and loading or discharge of cargo thereat is not in the master's or Owners' opinion dangerous or impossible or prohibited).

(c) If no orders are received from Charterers within 48 hours after they or their agents have received Owners' request for the nomination of a substitute port, then

(i) if the port affected is the first or only loading port and if no cargo has been loaded, this Charter shall terminate forthwith;

(ii) if the port affected is a loading port and if part of the cargo is already loaded, the vessel may proceed on passage and Charterers shall pay any deadfreight incurred;

(iii) if the port affected is a discharging port Owners shall be at liberty to discharge the cargo or any part which they or the master may in their or his discretion decide on (whether within the range of discharge ports established under the provisions of this Charter or not) and such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment so far as cargo so discharged is concerned.

(d) If, in accordance with Clause 30(b) and (c), the cargo is loaded or discharged at any such other port, this Charter shall be read in respect of all other conditions whatsoever, except for freight, as if the voyage performed were that originally nominated and freight shall be paid as for the voyage originally nominated, increased or reduced as appropriate by the amount by which, as a result of loading or discharging at such other port

(i) the time taken (including any time awaiting revised orders) valued at the demurrage rate in Part II(J);

(ii) the bunkers consumed (valued at the cost of the bunkers last taken by the vessel), and

(iii) the port charges

for the voyage actually performed are greater or less than those which would have been incurred on the voyage originally nominated.

(e) The vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any other wise whatsoever given by the government of the nation under whose flag the vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such governments or authority or by any committee or person having under the terms of the war risks insurance on the vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations anything is done or is not done such shall not be deemed a deviation.

If by reason of or in compliance with any such direction or recommendation the vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the bills of lading, the vessel may proceed to any safe port of discharge which the master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment and Owners shall be entitled to freight as if discharge had been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms of the bills of lading. All extra expenses involved in reaching and discharging the cargo at any other port of discharge shall be paid by Charterers and/or cargo owners and Owners shall have a lien on the cargo for freight and all such expenses

Charterers shall procure that all bills of lading issued pursuant to this Charter shall contain this Clause (or such part of it as is relevant to bills of lading).

Bills of Lading

31. Subject to all the relevant provisions of this Charter, bills of lading are to be signed as presented, but without prejudice to the Charter. Charterers hereby indemnify Owners against all liabilities and expenses (including legal costs) that may arise from the signing of bills of lading as presented, to the extent that the terms of such bills of lading are inconsistent to Owners than are the terms of this Charter.

TOVALOP

32. In this Clause the term "TOVALOP" means the Tanker Owners Voluntary Agreement Concerning Liability for Oil Pollution dated 7th January 1969, as amended from time to time, the term "CRISTAL" means the Contract Regarding an Interim Supplement to Tanker Liability for Oil Pollution dated 14th January 1971 as amended from time to time and the terms "Participating Owners", "Oil" and "Pollution Damage", shall have the meanings ascribed to them in TOVALOP.

Owners warrant that the vessel is a tanker owned by a Participating Owner in TOVALOP and will so remain during the currency of this Charter.

When an escape or discharge of Oil occurs from the vessel and causes or threatens to cause Pollution Damage, or when there is the Threat of an escape or discharge of Oil (i.e. a grave and imminent danger of the escape or discharge of Oil which, if it occurred, would create a serious danger of Pollution Damage, whether or not an escape or discharge in fact subsequently occurs), then Charterers may, at their option, upon notice to Owners or Master, undertake such measures as are reasonably necessary to prevent or minimise such Pollution Damage or to remove the Threat, unless Owners promptly undertake the same. Charterers shall keep Owners advised of the nature and result of any such measures taken by them and, if time permits, the nature of the measures intended to be taken by them. Any of the aforementioned measures taken by Charterers shall be deemed taken on Owners' authority and as Owners' agent, and shall be at Owners' expense except to the extent that:–

(1) any such escape or discharge or Threat was caused or contributed to by Charterers, or

(2) by reason of the exceptions set out in Article III, paragraph 2, of the 1969 International Convention on Civil Liability for Oil Pollution Damage, Owners are, or had the said convention applied to such escape or discharge or to the Threat would have been, exempt from liability for the same, or

(3) the cost of such measures together all other liabilities, costs and expenses of Owners arising out of or in connection with such escape or discharge or Threat exceeds the maximum liability applicable to the vessel under TOVALOP as at the time of such escape or discharge or Threat, save and insofar as Owners shall be entitled to recover such excess under either the 1971 International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage or any protocol thereto or under CRISTAL.

PROVIDED ALWAYS that if Owners in their absolute discretion consider said measures should be discontinued, Owners shall so notify Charterers and thereafter Charterers shall have no right to continue said measures under the provisions of this Clause and all further liability to Charterers under this Clause shall thereupon cease.

The above provisions are not in derogation of such rights as Charterers or Owners may have under this Charter or may otherwise have or acquire by law or an international convention or TOVALOP.

Subletting/Assigning

33. Charterers shall have the liberty of subletting this Charter to any individual or company, but Charterers shall always remain responsible for the due fulfilment of all the terms and conditions of this Charter.

Law and Jurisdiction

34. This Charter shall be governed by English Law.

Any dispute arising under this Charter shall be decided by arbitration in London before a sole arbitrator to be agreed between Owners and Charterers. In default of agreement on the identity of the sole arbitrator, the parties agree that he shall be appointed on application by either party to the President for the time being of the London Maritime Arbitrators Association, provided always that at any time before a sole arbitrator shall have been appointed in respect of any dispute either party may by written notice to the other elect to have the dispute determined by the English Courts, to whose jurisdiction under the terms of this Clause the parties hereby agree. Any notice of election as aforesaid shall be valid only if accompanied by the designation of a person at an address in England or Wales who is authorised to accept service of proceedings issued in the English Courts.

Any arbitration shall be governed by the Arbitration Acts 1950-1979 of the United Kingdom and any statutory modification or re-enactment thereof for the time being in force. For purposes of enforcing any award this agreement and any such award may be made a rule or order or judgement of court without the merits of the dispute being re-opened.

Speed
(See Part III)

35. In the absence of any instructions to the contrary from Charterers, the vessel shall use her best endeavours to steam on the laden passage at a speed of no less than the Base Speed, weather and sea conditions permitting. Charterers shall have the option, exercisable any number of times and at any time, to order the vessel to steam during the remaining portion of the laden passage at any speed (the "Ordered Speed") between the Base Speed and the Maximum Speed and Owners shall use all reasonable endeavours to comply with such orders, weather and sea conditions permitting. If Charterers do not exercise this option Owners shall not for their own purposes order the vessel to exceed the Base Speed without Charterers prior consent, which shall not be unreasonably withheld.

On each occasion that Charterers exercise such option, the rate of freight in Part I (j) shall be varied by an amount determined as follows:–

(a) "the Calculation Speed" shall be the lesser of the Ordered Speed and the speed normally attained by the vessel during the currency of such orders.

(b) if the Calculation Speed is greater than the Base Speed, the freight rate shall be increased by:–

$$D \times \frac{(Mo)}{(Mt)} \times \text{Speed-up Factor}$$

where D = the difference between the Calculation Speed and the Base Speed
Mo = the mileage steamed during the currency of such orders
Mt = the total mileage steamed on the laden passage(s)

The mileages and achieved speeds referred to above and the applicable times shall be obtained from observations noted in the vessel's deck log book.

The above adjustment shall not affect in any way the demurrage rate specified in Part I (k).

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Telephone Int'l 47 2 55 35 22 - Telex 19511 intko n
Telefax Int'l 47 2 55 35 22

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VOYAGE CHARTER PARTY LAYTIME INTERPRETATION RULES 1993

issued jointly by BIMCO, CMI, FONASBA and INTERCARGO.

E 1.10

Code Name: VOYLAYRULES 93

PREAMBLE

The interpretations of words and phrases used in a charter party, as set out below, and the

corresponding initials if customarily used, shall apply when expressly incorporated in the charter party, wholly or partly, save only to the extent that they are inconsistent with any express provision of it.

When the word "charter party" is used, it shall be understood to extend to any form of contract of carriage or affreightment including contracts evidenced by bills of lading.

LIST OF RULES

1. "PORT"

2. "BERTH"

3. "REACHABLE ON HER ARRIVAL" or "ALWAYS ACCESSIBLE"

4. "LAYTIME"

5. "PER HATCH PER DAY"

6. "PER WORKING HATCH PER DAY" (WHD) or "PER WORKABLE HATCH PER DAY (WHD)

7. "DAY"

8. "CLEAR DAYS"

9. "HOLIDAY"

10. "WORKING DAY" (WD)

11. "RUNNING DAYS" or "CONSECUTIVE DAYS"

12. "WEATHER WORKING DAY" (WWD) or "WEATHER WORKING DAY OF 24 HOURS" or "WEATHER WORKING DAY OF 24 CONSECUTIVE HOURS"

13. "WEATHER PERMITTING" (WP)

14. "EXCEPTED" or"EXCLUDED"

15. "UNLESS SOONER COMMENCED"

16. "UNLESS USED" (UU)

17. "TO AVERAGE LAYTIME"

18. "REVERSIBLE LAYTIME"

19. "NOTICE OF READINESS" (NOR)

20. "IN WRITING"

21. "TIME LOST WAITING FOR BERTH TO COUNT AS LOADING OR DISCHARGING TIME" or "AS LAYTIME"

22. "WHETHER IN BERTH OR NOT" (WIBON) or "BERTH OR NO BERTH"

23. "VESSEL BEING IN FREE PRATIQUE" and/or "HAVING BEEN ENTERED AT THE CUSTOM HOUSE"

24. "DEMURRAGE"

25. "DESPATCH MONEY" or "DESPATCH"

26. "DESPATCH ON (ALL) WORKING TIME SAVED" (WTS) or "ON (ALL) LAYTIME SAVED"

27. "DESPATCH ON ALL TIME SAVED" (ATS)

28. "STRIKE"

RULES

1. "PORT" shall mean an area, within which vessels load or discharge cargo whether at berths, anchorages, buoys, or the like, and shall also include the usual places where vessels wait for their turn or are ordered or obliged to wait for their turn no matter the distance from that area. If the word "PORT" is not used, but the port is (or is to be) identified by its name, this definition shall still apply.

2. "BERTH" shall mean the specific place within a port where the vessel is to load or discharge. If the word "BERTH" is not used, but the specific place is (or is to be) identified by its name, this definition shall still apply.

3. "REACHABLE ON HER ARRIVAL" or "ALWAYS ACCESSIBLE" shall mean that the charterer undertakes that an available loading or discharging berth be provided to the vessel on her arrival at the port which she can reach safely without delay in the absence of an abnormal occurrence.

4. "LAYTIME" shall mean the period of time agreed between the parties during which the owner will make and keep the vessel available for loading or discharging without payment additional to the freight.

5. "PER HATCH PER DAY" shall mean that the laytime is to be calculated by dividing (A), the quantity of cargo, by (B), the result of multiplying the agreed daily rate per hatch by the number of the vessel's hatches. Thus:

Quantity of cargo

Laytime = ---------- = Days

Daily rate X Number of Hatches

Each pair of parallel twin hatches shall count as one hatch. Nevertheless, a hatch that iscapable of being worked by two gangs simultaneously shall be counted as two hatches.

6. "PER WORKING HATCH PER DAY" (WHD) or "PER WORKABLE HATCH PER DAY" (WHD) shall mean that the laytime is to be calculated by dividing (A), the quantity of cargo in the hold with the largest quantity, by (B), the result of multiplying the agreed daily rate per working or workable hatch by the number of hatches serving that hold.

Thus:

Largest Quantity in one Hold

Laytime = ---------- = Days

Daily Rate per Hatch X Number of

Hatches serving that Hold.

Each pair of parallel twin hatches shall count as one hatch. Nevertheless, a hatch that is capable of being worked by two gangs simultaneously shall be counted as two hatches.

7. "DAY" shall mean a period of twenty-four consecutive hours running from 0000 hours to 2400 hours. Any part of a day shall be counted pro rata.

8. "CLEAR DAYS" shall mean consecutive days commencing at 0000 hours on the day following that on which a notice is given and ending at 2400 hours on the last of the number of days stipulated.

9. "HOLIDAY" shall mean a day other than the normal weekly day(s) of rest, or part thereof, when by local law or practice the relevant work during what would otherwise be ordinary working hours is not normally carried out.

10. "WORKING DAYS" (WD) shall mean days not expressly excluded from laytime.

11. "RUNNING DAYS" or "CONSECUTIVE DAYS" shall mean days which follow one immediately after the other.

12. "WEATHER WORKING DAY" (WWD) or "WEATHER WORKING DAY OF 24HOURS" or "WEATHER WORKING DAY OF 24 CONSECUTIVE HOURS" shall mean a working day of 24 consecutive hours except for any time when weather prevents the loading or discharging of the vessel or would have prevented it, had work been in progress.

13. "WEATHER PERMITTING" (WP) shall mean that any time when weather prevents the loading or discharging of the vessel shall not count as laytime.

14. "EXCEPTED" or "EXCLUDED" shall mean that the days specified do not count as laytime even if loading or discharging is carried out on them.

15. "UNLESS SOONER COMMENCED" shall mean that if laytime has not commenced but loading or discharging is carried out, time used shall count against laytime.

16. "UNLESS USED" (UU) shall mean that if laytime has commenced but loading or discharging is carried out during periods excepted from it, such time shall count.

17. "TO AVERAGE LAYTIME" shall mean that separate calculations are to be made for loading and discharging and that any time saved in one operation is to be set off against any excess time used in the other.

18. "REVERSIBLE LAYTIME" shall mean an option given to the charterer to add together the time allowed for loading and discharging. Where the option is exercised the effect is the same as a total time being specified to cover both operations.

19. "NOTICE OF READINESS" (NOR) shall mean the notice to charterer, shipper, receiver or other person as required by the charter party that the vessel has arrived at the port or berth, as the case may be, and is ready to load or discharge.

20. "IN WRITING" shall mean any visibly expressed form of reproducing words; the medium of transmission shall include electronic communications such as radio communications and telecommunications.

21. "TIME LOST WAITING FOR BERTH TO COUNT AS LOADING OR DISCHARGING TIME" or "AS LAYTIME" shall mean that if no loading or discharging berth is available and the vessel is unable to tender notice of readiness at the waiting-place then any time lost to the vessel shall count as if laytime were running, or as time on demurrage if laytime has expired. Such time shall cease to count once the berth becomes available. When the vessel reaches a place where she is able to tender notice of readiness laytime or time on demurrage shall resume after such tender and, in respect of laytime, on expiry of any notice time provided in the charter party.

22. "WHETHER IN BERTH OR NOT" (WIBON) or "BERTH OR NO BERTH" shall mean that if no loading or discharging berth is available on her arrival the vessel, on reaching any usual waiting-place at or off the port, shall be entitled to tender notice of readiness from it and laytime shall commence in accordance with the charter party. Laytime or time on demurrage shall cease to count once the berth becomes available and shall resume when the vessel is ready to load or discharge at the berth.

23. "VESSEL BEING IN FREE PRATIQUE" and/or "HAVING BEEN ENTERED AT THE CUSTOM HOUSE" shall mean that the completion of these formalities shall not be a condition precedent to tendering notice of readiness, but any time lost by reason of delay in the vessel's completion of either of these formalities shall not count as laytime or time on demurrage.

24. "DEMURRAGE" shall mean an agreed amount payable to the owner in respect of delay to the vessel beyond the laytime, for which the owner is not responsible. Demurrage shall not be subject to laytime exceptions.

25. "DESPATCH MONEY" or "DESPATCH" shall mean an agreed amount payable by the owner if the vessel completes loading or discharging before the laytime has expired.

26. "DESPATCH ON (ALL) WORKING TIME SAVED" (WTS) or "ON (ALL) LAYTIME SAVED" shall mean that despatch money shall be payable for the time from the completion of loading or discharging to the expiry of the laytime excluding any periods excepted from the laytime.

27. "DESPATCH ON ALL TIME SAVED" (ATS) shall mean that despatch money shall be payable for the time from the completion of loading or discharging to the expiry of the laytime including periods excepted from the laytime.

28. "STRIKE" shall mean a concerted industrial action by workmen causing a complete stoppage of their work which directly interferes with the working of the vessel. Refusal to work overtime, go-slow or working to rule and comparable actions not causing a complete stoppage shall not be considered a strike. A strike shall be understood to exclude its consequences when it has ended, such as congestion in the port or effects upon the means of transportation bringing or taking the cargo to or from the port.

ÖZGEÇMİŞ

Yazar, 23.07.1980 tarihide Kayseri'de doğdu. İlkokul ve ortaokulu Anadolu'nun çeşitli illerinde tamamladıktan sonra, 1994 yılında Ziya Kalkavan Anadolu Denizcilik Meslek Lisesi Güverte Bölümü'ne girdi. 1998 yılında bu okuldan mezun olduktan sonra, sırasıyla 2000 yılında İstanbul Teknik Üniversitesi Meslek Yüksek Okulu Denizcilik Güverte Bölümü ve 2004 yılında Karadeniz Teknik Üniversitesi Deniz Bilimleri Fakültesi Güverte Bölümü'nden mezun oldu. Aynı yıl, İstanbul Teknik Üniversitesi Fen Bilimleri Enstitüsü Deniz Ulaştırma Mühendisliği Anabilim dalında Yüksek Lisans programına başladı. 2006 yılında Senatör J. William Fulbright bursuna kabul edilerek State University of New York Maritime College Uluslararası Ulaştırma Yönetimi Master programıdan Nisan-2007'de mezun oldu. Ayrıca yazar, kısa süre General Cargo ve Ro-Ro gemilerinde 3. ve 4. Kaptan olarak çalıştı.