## 英文鉱石用航海傭船契約書(Code Name: NIPPONONE)制定趣旨

# 社団法人日本海運集会所書式制定委員会英文鉱石用航海傭船契約書式制定審議小委員会

社団法人日本海運集会所書式制定委員会(委員長 湯河 勇氏)では広く海事に関する商取引の円滑な発展に寄与するため、和文、英文各種の標準書式の制定に努めている。ところで、昭和44年8月21日開催の書式制定委員会において英文鉱石用航海傭船契約書式の制定が決定され、具体的な審議方法として英文鉱石用航海傭船契約書式制定審議小委員会(小委員長 小川 武氏)が設置された。その後同小委員会は真摯な討議を行ない、昭和47年9月14日開催の第39回小委員会において成案をえた。そして、この成案は同年10月17日開催の書式制定委員会で最終的に検討され、その結果万場一致で承認をみた。よって、ここにその新書式の名称を

IRON ORE CHARTER PARTY (Code Name: NIPPONORE) とし、その制定の趣旨と共に公表する。

なお、本書式は昭和47年11月22、23両日開催のボルチック海国際海運同盟(The Baltic & International Maritime Conference,以下 BIMCO と略称する)の書式委員会で議題に採り上げられ、同書式委員会の下に小委員会が設置され審議されたが、その結果を昭和48年2月14日開催の書式制定委員会で再検討され、更にその結果が同年5月22日ロンドンで開催のBIMCO総会会期中の同書式委員会の審議に付され正式に採択(adopt)をみた。

## 1. 本書式制定の動機と小委員会の設置

社団法人日本海運集会所書式制定委員会では、わが国を中心とする国際的な不定期船大宗貨物の運送契約の円滑な進展に寄与するため、昭和35年より英文による各種の航海傭船契約書式の制定に着手し、今日に至っている。この当所の英文書式制定の動きに注目した BIMCO より昭和41年8月当所に対し、BIMCO が昭和37年1月に発行した General Ore Charter Party 1962 (Code Name Genorecon)の日本船社による利用普及方につき協力願いたい旨の要望があった。そこで書式制定委員会において検討の結果、取敢えず事務局を通じ "Genorecon"フォームの普及可能性につき関係先にも非公式ながら打診せしめることとなった。その結果は、むしろわが国の今日の鉱石輸入量からみて日本において独自の Ore C/P を作成すべきであるとの意向が大半を占めた。そこで昭和44年5月ミュンヘンで開催の BIMCO 総会並びに書式委員会に当所仲裁部長谷本裕範を派遣したのを機に先方と直接連絡させたところ、わが国の実情につき理解をえて、先ず Genorecon C/P の当所 adoption の可能性を検討し、もしadoption を可能とする場合はそれによるも、不可とする場合は Genorecon を参考とするが、当所独自の書式を制定することもありうることにつき了承をえた。この結果に基づき同年8月21日書式制定委員会を開催し、今までの経緯につき種々の角度より検討の結果、その方法として船社、商社、鉄鋼ミルの三関係業界よりなる英文鉱石用航海傭船契約書式制定金議小委員会を設置することとなり、その人選については長岡英三前書式制定委員長に一任をみ、次の方々を委員として本小委員会は発足をみることとなった(委員人数多きため、各正委員につき1名の代理を認めたが、密議期間が長期に及んだため正委員、代理共々変更をみたところが多い)。

(◎印委員長、○印副委員長、括弧内代理出席者)

丸 荒木武一(橋本淳男)

第一中央汽船 ◎小 川 武(五月女真彦)

新和海運 荻谷耕一(小林公孝)

ジャパン・ライン 奥川徳二郎 中田誠二(川島伸夫)

日綿実業納 尚 諸橋昭三(細谷和夫)

大阪商船三井船舶 織 田 久 松 井 孝 相 崎 幸 二(中山 幸三)

川 崎 製 鉄 込 山 信 次(渡辺辰治郎)

伊藤忠商事 小谷野 修(山田 雄偉)

神戸製鋼園井洋一(三輪恵二) (轟木保広)

新日本製鉄 高橋恒雄 鍬守重利

(八幡製鉄) 大野豊彦 (富士製鉄) 野坂元興

三菱商事 〇館野恒雄(高橋 宏)

大 倉 商 事 田 中 和 夫(金指 光男) (大場 健)

住友金属工業 田中基義(才田頼次)(石岡紹道)

日本郵船 谷川 明 前田利祐

日商岩井 ○永井弘良 青山 貢(池上 勝)

川 崎 汽 船 藤 野 破摩雄(長沢 誠二)(岡野 光明)

日本鋼管 〇三井元之助

住 友 商 事 横 山 二 郎 (西田 等) (鹿島誠之助) (小田 稔)

トーメン 横山 博(中村 泰三) (大村 源治) (大石 伸晴)

昭和海運 吉田耕三 井村良亮(萩小田善郎)

三 井 物 産 善 善 本 敏 夫 (高橋 和已) (加藤 満男)

なお、案文、議事録、資料収集研究については仲裁部より主として次の3名が当り、特別に検討を要する諸事項 については当所前常務理事仲裁部長現法律顧問山戸嘉一博士の指導に負うところ多く、また弁護士忽那隆治氏より 種々貴重な助言をいただいた。

仲裁部長谷本裕範、同部長補佐松元俊夫、同部係長鳥取壮宇。

## 2. 審議経過

本小委員会は昭和44年12月18日第1回会合をもち本書式の制定審議に至る経緯からも、わが国が世界有数の鉱石輸入国である実情認識の上に立って、(1)該取引の円滑化と不測のトラブルの予防をはかる、(2)鉱石輸送における良き慣行の育成、(3)国際的に使用される書式とするなどの方針を確認し、実質審議に入ることとなった。

審議の経過を略記すれば次のとおりとなる。

第一読会(自昭和45年1月20日第2回小委員会至同年3月17日第6回小委員会)

各委員提出の各社フォーム(含売買契約書)と Genorecon フォームとの逐条比較研究を行なった。 その結果は日本向鉱石輸送に従事する船舶が大型専用船であり、輸送距離の長大なこと、 そのベースとなる日本船については船主とミルとの結びつきが強いことなどの特殊性が明確となり、Genorecon フォームのわが国への導入方の可能性がなくなり、上述のわが国実情をふまえた新規書式の制定の必要性が確認された(この点 BIMCO にも連絡、成案に強い関心があり、場合によっては adoption を考える旨返答あり)。

第二読会(自昭和45年6月23日第7回小委員会至昭和46年7月21日第27回小委員会)

第一読会の審議結果をもとに、事務局において作成の案文を逐条にわたり審議し大筋において意見の一致をみた。 なお、ストライキ条項については活発な議論が展開され、かなりの時間を費したが、成案をうるに至らなかった。 第三読会(自昭和46年9月17日第28回小委員会至昭和47年1月27日第34回小委員会)

第二読会における審議結果をもとに事務局において綜合的に整理し関連条項間の調整を行ない条文全体を通じ均衡のとれた審議を可能とする案文を作成させ、それに基づく綜合的な審議を行なった。

まとめ(自昭和47年5月9日第35回小委員会至同年9月14日第39回小委員会)

第三読会案審議にもとづき事務局において作成の第三読会案修正案を全体的に検討し、体裁についても実用面より種々考慮の上最終案文としてまとめた。

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#### BIMCO による adoption

BIMCO に対し本書式の adoption の可否につき検討を求めたところ、昭和47年11月22・23日開催の BIMCO 書式委員会においてこれを検討することとなった。 そこで、当所代表を同書式委員会に派遣し、同書式委員会およびその下に設けられた Sub-committee において双方の意見を調整したが、BIMCO の意見の中には日本側で再検討を要するものがあった。 それで当所小委員会 および書式制定委員会において BIMCO の意見を検討し、最終案文を一部修正し、adoption を求め、去る5月22日開催の BIMCO 書式委員会に当所代表として日本郵船ロンドン支店瀬戸靖雄氏 および 当所仲裁部長補佐松元俊夫を派遣し、さらに BIMCO と意見を調整した結果、BIMCO が本書式を採択することとなった。

## 3. 本書式の体裁

当所制定和文書式が記入必要諸事項を書式の表面にまとめ実用性が高く評価されていることと、 最近の BIMCO 制定各書式が同様記入諸事項を1頁にまとめるいわゆるボックス方式をとっていることに鑑み、 当所制定英文書式 としては初の試みとしてこのボックス方式を採用した。

このボックス方式の採用によって契約書作成時のタイピングにおける労力の節減はもとよりのこと、 当事者双方が予め本書式の全条項を了知している場合には、 このタイピングした1頁のみで正式な契約書として通用しうるよう特別の配慮の下に前文 (Preamble) をまとめた。また、かかる配慮によって1頁のみで Fixture Note として利用できるという便利なものとなった。

## 4. 条 文 要 旨

[約定諸事項記入欄、1頁]

#### 名称とコード ネーム

名称を "IRON ORE CHARTER PARTY" とし、コード ネームを "NIPPONORE" とした。

#### 体 裁

ホックス形式をとった関係上、ボックス記載事項と2頁以降の条項とを関連付けるため「前文」を置いた。前文において両当事者名、目的物たる船舶の船名と明細、ボックス内記入事項と本書式印刷条項のすべてに、 追加条項も包含の上本契約が締結された旨と、 万が一記入事項と本書式印刷条項とが相違する場合は記入事項が優先する旨を明らかにしている。

#### 当事者記名調印

ボックス内の当事者記入順にならい左に Owners, 右に Charterers とした。

「本書式印刷条項、自2頁至5頁〕

#### 第1条(船積港、貨物、陸揚港)

機械積荷役とグラブ ディスチャージに適した船舶をして予め定めた吃水を越えない 限り常時浮揚安全荷役を可能とすることが、船積港、陸揚港の要件となる旨を定めている。 陸揚港の最終的な確定については約定にまかせている。 Genorecon(第2条)には吃水に関する約定はなくまた陸揚港の確定期限を3日前とするが、 日本を中心とする船舶が船型的にもより大きく、就航航路でもより長大なことが 普通であることからかかる内容の規定とした。

#### 第2条(運送賃)

運送賃はB/L数量に基づき計算した額をもって前払とし、実際の揚数量 (outturn weight) によって精算する旨を定める。両数量共に傭船者の任命する信頼あるサベヤーのドラフトサーベーにより決定される。

運送賃は積荷の積切時をもって確定的に船主が取得する旨の運賃確定取得約款を置いている。

Genorecon (第3条) では運賃は後払いを原則とし、 outturn weight により、万が一これが測定されない場合 はB/L数量により計算される。なお、一部の経費負担を目的として制限的に freight advance (第6条) を置く。また運賃確定取得約款はない。

何れにせよ、Genorecon の内容のものは日本では見当らない。

#### 第3条(発航電報、到着予定通知)

概して輸送距離の長大なことに鑑み、本船の約定に基づく動静に傭船者が適切に対応できるよう 船積港並びに陸 揚港の到着予定日の段階的通告と、前航海終了後の船積港向発航時の予定積取量の通告とを 船主(船長)に義務 付けている。Genorecon(第8条)では船積港到着予定日の通告のみとなのている。

#### 第4条(碇泊期間と解約期日)

船積港における碇泊期間の開始期日と本船が約定期日を越えてもない到着しない場合の傭船者の契約解除権を認めるいわゆる解約期日を定める。Genoreconは前者を第1条中に、後者を第7条として規定する。

#### 第5条(船積および荷揚)

準備完了通知、積船港における碇泊期間の開始

船積港における碇泊期間は、本船が船積準備整頓通知を提出してから約定時間経過後開始する旨定めている。 なお、バースがふさがっている場合、約定時間の経過を待たずに荷役が開始された場合、の取扱いにつき例外 を定める。

#### 船積期間

船積碇泊期間はランを切り B/L数量を基準に計算される。 Weather permitting を条件とするが「日曜日を作業日より除く」とするか「含む」とするかについては個々の約定にまかせている。

準備完了通知、陸揚港における碇泊期間の開始

陸揚港における碇泊期間開始の原則規定と例外を定めているが、 船積港のそれと同様のものとなっている。 荷 揚 期 間

計算基準を実際の荷揚数量による外は船積港のそれと同様のものとなっている。

ハッチ開閉時間並びに危険と費用

船積港・陸揚港共に荷役の開始時と終了時におけるハッチ開閉時間は碇泊期間に算入されず、 その危険と費用 は船主負担とする。

船積港陸揚港碇泊期間

船積港と陸揚港の碇泊期間は通算しない旨定めている。

#### 第6条(滞船料並びに早出料)

滞船料と早出料につき規定すると共にその精算地を約定している。 Genorecon には早出料と 精算地の規定はなく、BIMCO としては早出料なる概念を認めていない。

#### 第7条(船内荷役船主無関係)

積荷の船積、積付、荷ならしおよび荷揚の危険および費用については船主無関係する旨規定する。Genoreconでは第 $11 \cdot 16$ 各条で船積、荷揚を分けて規定している。

#### 第8条(時間外手当)

オーバータイムはそれを命じた者の負担を原則とし、港湾当局その他行政機関によるものについては傭船者負担とする旨規定する。Genoreconでは後者は船主傭船者折半負担としている。

#### 第9条(賦課金および諸掛)

諸賦課金の負担関係としては、積荷に関するものは傭船者、船舶に関するものは船主との原則を規定する。

#### 第10条(代理店)

積揚両地における本船の代理店を約定する。Genorecon 第12、18各条に相当する。

#### 第11条(ステベトア ダメッジ)

積荷の性質上必要とする条項であり、ステベドア ダメッジで立証されるものにつき 傭船者が責を負う旨の規定であり、現実的解決策より生まれた当所制定他書式にもみられる一般的条項と、Genorecon にみられるステベドア ダメッジの修復に要した時間を碇泊期間に算入する旨の規定を併わせて規定した。

#### 第12条 (離路)

相当の事由に基づく場合、離路をなすことの自由を船主に認める旨の規定であり、一般的に馴じみのある規定である。Genoreconは第12条で同趣旨をうたいさらに離路に基づく損害につき船主免責としている。

#### 第13条(船荷証券)

船荷証券に船長が署名した場合といえどもその船荷証券に基づき船主が任責されることはない旨を 規定する一般的な条項である。Genorecon も同趣旨を規定するが Charterparty B/L フォームであるので文言は若干相違する。

#### 第14条 (除外)

貨物の損害についての船主の責任はヘーグ ルールズ第4条を適用し、その範囲によって免責される旨を定め、一方傭船者の免責事由を規定し、内容的にバランスのとれた条文としている。Genorecon は船主免責規定のみとするが、ヘーグ ルールズ第4条による旨を明記し、一般他書式の該当条項のごとき詳細な記述方式をさけている。本条文言はこの Genorecon 並びに Intertankvoy 該当条項を参考にして作成され、わが国では条文としてはめずらしいものとなっている。

#### 第15条(船主留置権)

当所制定書式にならい規定した。留置権を物権として法定主義をとるわが国において Genorecon と同一の文言にはできなかった。

#### 第16条 (割增保険料)

Genorecon 第29条にならい本船船令割増保険料などを船主負担とする旨規定する。

#### 第17条 (再傭船)

船舶の全部または一部の再傭船を認めるが、船主に対しては傭船者が任責される旨定める。Genorecon には該当規定なし。

#### 第18条 (代船)

実状に照らし契約の履行可能性に重きを置いた代船約款としては幅のあるものとし、Genorecon のそれに比し応用性に富むよう規定した。

#### 第19条 (共同海損)

共同海損の処理並びに精算の双方についての規定であり、Genorecon は処理準則を明定するに留まっている。

#### 第20条 (ストライキ)

鉱石の陸揚港を日本とする点で日本独特の各種ストライキの態様とその対処策より本条の審議には一ケ条の審議としては最長時間を費した。結果的に利害関係者間の調整に種々問題があり、Gencon Strike Clause (Genorecon はこれをとる)と実質的に大差のない内容となっている。

#### 第21条(双方過失衝突約款)

米国が1910年の衝突条約を批准していないところから本約款の必要性が出てくるが、本約款自体の有無効は米国においても争いのあるところであり、その内容からは B/L に挿入される方がより適切である(Genorecon は Charterparty B/L方式でありそのB/L文言の一部として本約款を入れている)がB/Lに本条がなく "as per charterparty" と規定されている場合を考慮し本約款を置いた。

#### 第22条 (ニュー ジエイソン約款)

米国における共同海損犠牲の分担請求に関しその調整のために必要とされる約款であり、その内容からはB/Lに挿入するのがより適切であるが、前条同様の事由で本約款を置いた。

#### 第23条 (結 氷)

日本向鉱石輸送に従事する船舶は船型が相対的に大型でありまた典型的な専用船が投入されている実情より、 氷 結による契約解除を認めることは 当事者にとって かえって 不利益ともなるので、 本契約上定められ た船積港の range 外までも転配出来るようにし、その場合の運賃額決定方法など独特の実際的処理策を規定している。

#### 第24条(戦争危険)

Genorecon 第24条をそのまま採択した条項である。この基は the Chamber of Shipping War Risks Clause (Tankers) 1952 であり、戦争の危険が存する種々の場合についての処理規定となっている。

#### 第25条(戦争約款)

戦争が勃発した場合の解除権に関して規定する。Genorecon 第33条に類似した条文の建て方をとっているが、便 宜置籍船の進出を考慮し一般的解除事由とされる船舶置籍国の戦闘突入を削除している。

#### 第26条 (仲介手数料)

当所制定他書式にならい仲介手数料の規定を置いた。

#### 第27条 (仲裁)

当所の仲裁約款を建前としながらも両当事者が合意すれば他所での仲裁を可能とする内容となっている。

本書式の審議経過逐条説明については本誌では到底誌面の制約があり詳述できないので、このほど発刊した「解説英文鉱石用航海傭船契約書」にゆずることとした。

## 5. 新書式全文

Page 1
THE DOCUMENTARY COMMITTEE OF THE JAPAN SHIPPING EXCHANGE, INC.

|  | 1. Place and date 2. Owners/Chartered Owners/Disponent Owners 4. Vessel's name (also state kind of engine)   |                                       | IRON ORE CHARTER PARTY CODE NAME: "NIPPONORE"  3. Charterers   |  |
|--|--|---------------------------------------|--|--|
| 2.2  |  |                                       |  |  |
| £ 5  |  |                                       |  |  |
| mittee of okyo. 14/5   |  |                                       |  |  |
| y Com<br>Inc., T   |  |                                       | 5. Flag  | 6. Class                               |
| Adopted by The Documentary Council of The Baltic and International Maritime Conference Japan Shipping Exchange, Inc., Tokyo. 14/2/1972 | 7. When built  | 8. GRT/NRT                            | 9. Length overall  | 10. Breadth moulded                    |
|  | 11. Depth moulded  | 12. Total d. w. (about)               | 13. Summer draft   | 17. Cancelling date (Cl. 4)            |
|  | 14. Present position   | 15. Expected date of arr. (load)      | 16. Laydays date (Cl. 4)   | Declaration within (optional)          |
|  | 18. Loading port(s) and permissible draft (Cl. 1)  |                                       | 19. Discharging port(s) and permissible draft (Cl. 1)  Number of days for final nomination of destination (Cl. 1)  |  |
|  |  |                                       |  |  |
|  | 20. Sailing telgr., advance notices and final notice of 24 hours prior to e.t.a. (load.) (also indicate when and to whom to be given) (Cl. 3)  |                                       | 21. Advance notices prior to e.t.a. (disch.) (also indicate when and to whom to be given) (Cl. 3)                  |  |
|  | 22. Notice of readiness (load.) (indicate when and to whom to be given; also state whether SHEX or SHINC) (Cl. 5)  |                                       | 23. Notice of readiness (disch.) (indicate when and to whom to be given; also state whether SHEX or SHINC) (Cl. 5) |  |
|  | 24. Number of hours' notice time (load.) (Cl. 5)   |                                       | 25. Number of hours' notice time (disch.) (Cl. 5)  |  |
|  | 26. Loading rate per day of 24 run. hours (state whether SHEX unless used or SHINC) (Cl. 5)  |                                       | 27. Disch. rate per day of 24 run. hours (state whether SHEX unless used or SHINC) (Cl. 5)                         |  |
|  | 28. Demurrage rate (load. (Cl. 6 & 23)   | 29. Despatch Money (load.)<br>(Cl. 6) | 30. Demurrage rate (disch.) (Cl. 6)  | 31. Despatch Money (disch.)<br>(Cl. 6) |
|  | 32. Demurrage and/or Despatch Money to be settled at & in (currency) (load.) (Cl. 6)   |                                       | 33. Demurrage and/or Despatch Money to be settled at & in (currency) (disch.) (Cl. 6)                              |  |
|  | 34. Agents (load.) (Cl. 10)  |                                       | 35. Agents (disch.) (Cl. 10)   |  |
|  | 36. Description and quantity of cargo in bulk; also state margin percentage more or less in Owners' option (Cl. 1)   |                                       |  |  |
|  | 37. Freight rate per long ton (Cl. 2)  |                                       | 38. Mode of freight payment (Cl. 2)  |  |
|  | 39. Amount of freight prepayable (indicate percentage) (Cl. 2)   |                                       | 40. War cancellation (state countries if Cl. 25(a) applicable)   |  |
|  | 41. General Average to be adjusted and settled at & in (currency) (Cl. 19)   |                                       |  |  |
| 9,   | 42. Brokerage Commission and to whom payable (Cl. 26)  |                                       | 43. Place of Arbitration (optional) (Cl. 27)   |  |
| , 1<br>1<br>1<br>1<br>1  |  |                                       | 44. Numbers of additional clauses attached, if any   |  |
| Published by<br>Shipping Exchange, Inc., Tekyo   | PREAMBLE. It is this day mutually agreed between the Owners/Chartered Owners/Disponent Owners indicated in Box 2 above (in any case hereinafter referred to as the Owners) of the Vessel with particulars indicated above, now in a position as indicated in Box 14 and expected ready to load under this charterparty on the expected date of arrival at the (first) loading port indicated in Box 15 and the party mentioned as Charterers in Box 3 that the carriage under this charterparty shall be performed in accordance with the terms and conditions contained in the "Nipponore" Charter Party which shall include Page 1 with boxes filled in as above including possible additional clauses attached as indicated in Box 44 and Page 2 to 5 with clauses 1 to 27 (including arbitration clause), and that typewritten provisions of Page 1 hereof shall prevail over the printed provisions of Pages 2 to 5 to the extent of any conflict between them. |                                       |  |  |
| 7 1  | For the Owners   |                                       | For the Charterers   |  |

to be communicated as shown on page 2 through 5.

#### Port of Loading.

Cargo.
Port of Discharge.

Freight.

#### Sailing telegrams.

Notice of expected arrival.

Laytime and Cancelling date.

1. The said Vessel, being suitable for mechanical loading and grab discharge, shall with all convenient speed sail and proceed to the loading port or ports inserted in Box 18 or so near thereto as she may safely get, and there load always safe and afloat provided that the Vessel's draft does not exceed the permissible draft as indicated in Box 18, in the customary manner, as and where ordered by the Agents of the Charterers a full and complete cargo as described in Box 36. Being so loaded the Vessel shall therewith proceed with all convenient speed to the discharging port or ports inserted in Box 19 as ordered on signing Bills of Lading, but the Charterers shall latest number of days as indicated in Box 19 before the Vessel's expected arrival at the port of discharge have liberty to require the Owners to order the Vessel to another port named herein or within the range specified herein by telegram or wireless, or so near thereto as she may safely get, and there discharge the cargo always safe and afloat provided that the Vessel's draft does not exceed the permissible draft as indicated in Box 19, as customary alongside any wharf and / or craft as directed by the Charterers.

2. Part of the freight shall be prepaid on Bill of Lading weight and balance shall be adjusted and payable on outturn weight as per Boxes 37, 38 and 39.

Both Bill of Lading weight and outturn weight shall be decided by means of the Vessel's draft survey by competent surveyors at the port or ports of loading and licensed marine surveyors at the port or ports of discharge appointed by the Charterers respectively and such fees are free to the Owners.

Full freight to be considered as earned upon completion of loading, the Vessel and / or the cargo lost or not lost.

3. On sailing from the last port for the port of loading the Owners or the Master shall telegraph to the party as indicated in Box 20 stating expected date of arrival and approximate loading quantity of the cargo.

The Master shall also give radio notices prior to the Vessel's expected time of arrival at the port of loading as per Box 20.

The Owners or the Master shall telegraph prior to the Vessel's expected time of arrival at the port or ports of discharge as per Box 21.

4. Laytime for loading not to commence before the date as indicated in Box 16.

The Charterers shall have the option of cancelling this charterparty if the Vessel be not ready to load on or before the cancelling date as indicated in Box 17. If when the Vessel be ready to leave her last port of call (whether a discharging port or not), the Owners inform the Charterers

Loading and Discharging.

Notice of readiness. Commencement of laytime at loading port.

Loading time.

Notice of readiness. Commencement of laytime at discharging port. by telegram that she cannot reach the loading port on or before the cancelling date, the Charterers shall declare by telegram within 3 days (Saturday, Sunday and Holidays excepted) unless otherwise stated in Box 17 from the receipt of such notice whether or not they cancel this charterparty.

5. Laytime for loading to commence number of hours as indicated in Box 24 after the Vessel is in all respects ready to load and notice of readiness to load is given as per Box 22.

If loading berth be occupied and the Vessel be compelled to wait for berth on the Vessel's arrival at or off the port of loading or so near thereto as she may be permitted to approach, the Vessel shall be entitled to give notice of readiness after arrival there provided that free pratique has been granted. But, if the Vessel be compelled to wait for berth outside the quarantine area by an order of port authorities, the Vessel shall be entitled to give notice of readiness after arrival there subject to free pratique being granted prior to or on arrival at berth. Actual time occupied in moving from place of waiting to loading berth not to count as laytime.

If the loading be commenced earlier, laytime for loading shall count from actual commencement.

Cargo to be loaded at the average rate as stated in Box 26, weather permitting.

Laytime for loading to be calculated on the basis of Bill of Lading weight decided as per clause 2 at the port or ports of loading.

Laytime for discharge to commence number of hours as indicated in Box 25 after the Vessel is in all respects ready to discharge and notice of readiness to discharge is given as per Box 23.

If discharging berth be occupied and the Vessel be compelled to wait for berth on the Vessel's arrival at or off the port of discharge or so near thereto as she may be permitted to approach, the Vessel shall be entitled to give notice of readiness after arrival there provided that free pratique has been granted. But, if the Vessel be compelled to wait for berth outside the quarantine area by an order of port authorities, the Vessel shall be entitled to give notice of readiness after arrival there subject to free pratique being granted prior to or on arrival at berth. Actual time occupied in moving from place of waiting to discharging berth not to count as laytime.

If the discharge be commenced earlier, laytime for discharge shall count from actual commencement.

Discharging time.

Cargo to be discharged at the average rate as stated in Box 27, weather permitting.

Laytime for discharge to be calculated on the basis of outturn weight decided as per clause 2 at the port or ports of discharge.

Time lost for opening and closing hatches at the time of the commence-

Time and expense for opening and

(8)

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closing hatches.

Laytime for loading and discharging. Demurrage and Despatch Money. ment and the end of working at both loading and discharging ports not to count as laytime and such opening and closing hatches shall be at the Owners' risks and expenses.

Laytime for loading and discharge to be non-reversible.

6. Demurrage to be paid to the Owners at the rate as stated in Box 28 as to loading and in Box 30 as to discharging per day of 24 running hours or pro rata for any part thereof for all time used in excess of laytime at the port or ports of loading and / or discharge.

Despatch Money to be paid to the Charterers at the rate as stated in Box 29 as to loading and in Box 31 as to discharging per day of 24 running hours or pro rata for any part thereof for laytime saved at the port or ports of loading and / or discharge.

Demurrage and / or Despatch Money at the port or ports of loading to be settled as per Box 32 and at the port or ports of discharge as per Box 33.

Free In and Out.

- 7. The Charterers to load, stow, spout-trim to the Master's satisfaction and discharge the cargo free of risks and expenses to the Owners. The Charterers to have the liberty of working all available hatches as determined by the Master. The Vessel, if required, to supply light for night work on board free of expenses to the Charterers.
- Overtime.
- 8. Overtime for loading and discharging to be for account of the party ordering the same. If overtime be ordered by Port Authorities or any other Governmental Agencies, the Charterers to pay extra expenses incurred. Officers' and crew's overtime charges always to be paid by the Owners.

Dues and Charges.

9. Dues and other charges levied against the cargo shall be paid by the Charterers, and dues and other charges levied against the Vessel shall be paid by the Owners.

Agency.

10. At the port or ports of loading the Vessel to be consigned to the Agents as stated in Box 34 and at the port or ports of discharge to the Agents as stated in Box 35.

Stevedore damage.

11. The Charterers are to be responsible for proved loss of or damage (beyond ordinary wear and tear) to any part of the Vessel caused by stevedores at both ends. Such loss or damage, as far as apparent, shall be reported by the Master to the Charterers, their Agents or their stevedores within 24 hours after occurrence.

Time lost in repair of stevedore damage necessary to maintain the Vessel's seaworthiness to count as laytime.

Deviation.

12. The Vessel shall have liberty to call at any ports en route, 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 / or property

or for bunkering purposes or to make any reasonable deviation.

Bills of Lading.

13. The Master shall sign Bills of Lading as presented without prejudice to this charterparty. The Charterers shall indemnify the Owners if the Owners are held liable under the Bills of Lading in respect of any claim for which the Owners are not liable towards the Charterers under this charterparty.

Exceptions.

14. Notwithstanding anything herein contained no absolute warranty of seaworthiness is given or shall be implied. The Owners, in all matters arising under or affecting this charterparty, shall be entitled to the like rights and immunities as are contained in Article IV of the Hague Rules, dated Brussels, August 25th, 1924, the term "carrier" in the said Article being taken to mean Owners. The Charterers shall not, save to the extent otherwise in this charterparty expressly provided, be responsible for any loss or damage or delay or failure in performance hereunder arising or resulting from Act of God; act of war; seizure under legal process; quarantine restrictions; strikes; boycotts; lock-outs; riots; civil commotions; and arrest or restraint of princes, rulers or peoples.

Owners' Lien.

15. The Owners shall have a lien on the cargo for all freight and all other expenses in relation to the transport, dead-freight, advances, demurrage, damages for detention, general average, and salvage. The Charterers shall remain responsible for above items to such extent only as the Owners have been unable to obtain payment thereof by exercising the lien on the cargo.

Extra insurance.

16. Any extra insurance on cargo on account of the Vessel's age and / or flag and / or class shall be for the Owners' account.

Sublet.

17. The Charterers shall have the option of subletting whole or part of the Vessel, they remaining responsible for due fulfilment of this charterparty.

Substitution.

18. The Owners shall have liberty to substitute a vessel, provided that such substituted vessel's main particulars and position shall be subject to the Charterers' prior approval which is not to be unreasonably withheld.

General average.

19. General average to be adjusted and settled according to York-Antwerp Rules, 1950, as per Box 41.

Strike.

20. Neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or delaying the fulfilment of any obligations under this charterparty.

If there is a strike or lock-out affecting the loading of the cargo, or any party 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 laytime as if there were no strike or lock-out.

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Unless the Charterers have given such declaration in writing (by telegram, if necessary) within the business day after receipt of the request, the Owners shall have the option of cancelling this charterparty. 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.

If there is a strike or lock-out affecting the discharge of the cargo on or after the Vessel's arrival at or off the port of discharge and same has not been settled within 48 hours, Receivers 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, 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 orders 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 charterparty 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.

Both-to-Blame Collision Clause. 21. If the Vessel 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 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 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 cargo, paid or payable by the other or non-carrying ship or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship 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 ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

New Jason Clause.

22. In the event of accident, danger, damage, of 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 Owners is not responsible by statute, contract or otherwise, the cargo, shippers, consignees, or 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 ship is owned or operated by the Owners, salvage shall be paid for as fully as if the salving ship or ships belong to strangers. Such deposit as the Owners or their 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 Owners before delivery.

Ice.

23. 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 the Vessel being frozen in, shall proceed to the nearest safe and ice-free position and at the same time request the Charterers by radio for revised orders. Immediately upon receipt of such request, the Charterers shall give orders for the Vessel either to proceed to nearby accessible port or to any other port or ports or places outside the range of loading ports established under the provision of this charterparty. On loading of the cargo at such port or ports or place or places, freight shall be paid at the rate applicable under this charterparty to such loading port or ports or place or places and in addition any period by which the time taken to reach such port or ports or place or places exceeds the time which would have been taken had the Vessel proceeded there direct shall be paid for by the Charterers at the rate of demurrage as specified in Box 28 per day of 24 running hours or pro rata for any part thereof, plus the cost of any additional bunkers consumed, all other conditions as per this charterparty.

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 charterparty 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 Receivers, freight being paid on quantity delivered (in proportion if lumpsum), if there is neither nearby and accessible port or ports nor any substituted port or ports, the Charterers shall pay dead-freight caused thereby.

In case of ice preventing the Vessel from reaching or entering the port of discharge, the Charterers shall have the option of keeping the Vessel waiting until the reopening of navigation paying demurrage, or of ordering the Vessel to safe and immediately accessible nearby port or ports where she can safely discharge without risk of detention on account of ice. Such orders to be sent within 48 hours after receipt of the Master's telegraphic information to the Charterers of the impossibility of reaching the port or ports of destination. On delivery of the cargo at such port or ports,

all conditions of this charterparty shall apply and the Vessel shall receive the same freight as if she had discharged at the original port or ports of destination, except that if the additional sailing distance exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port or ports to be increased in proportion.

War risks.

- 24. 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 the Owners in his or their discretion consider dangerous or impossible 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 the Owners in his or their discretion dangerous or prohibited or b) it be considered by the Master or the 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 Vessel or 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 provision of this charterparty (provided such other ports is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the Master's or the Owners' discretion dangerous or prohibited). If there is no range of loading ports agreed this charterparty to be considered cancelled for the voyage in question.

If part cargo has already been loaded and no range of loading ports being agreed, 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.

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 this 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 this charterparty, this charterparty shall be read in respect of 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 this 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 dore 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 the 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.

War clause.
(Section (a) and
(b) are optional but
section (b) to apply
if section (a) not
specifically agreed
in Box 42.)

Brokerage.

- 25. a) In the event of war involving two or more of the countries as indicated in Box 42, either party to have the right to cancel this charterparty.
- b) If a world war breaks out or a situation arises that is similar to a world war, either party shall have the right to cancel this charterparty.
  - 26. A commission of the number of percentage as stated in Box 42

on the earned amount of freight and dead-freight is payable by the Owners as per Box 42.

#### Arbitration.

27. Unless otherwise indicated in Box 43, any dispute arising from this charterparty shall be submitted to arbitration held in Tokyo by the Japan Shipping Exchange, Inc., in accordance with the provisions of the Maritime Arbitration Rules of the Japan Shipping Exchange, Inc., and the award given by the arbitrators shall be final and binding on both parties.

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