

# CONTINENT GRAIN CHARTERPARTY

## Code name: "SYNACOMEX 2000"

Adopted PARIS 1957 by SYNDICAT NATIONAL DU COMMERCE EXTÉRIEUR DES CÉREALES  
amended 1960, 1974, 1990 and 2000 in agreement with COMITÉ CENTRAL DES ARMATEURS DE FRANCE  
in cooperation with Chambre Arbitrale Maritime de Paris and the French Chartering and S. & P. Brokers' Association

**PART I**

1. Shipbroker(s)	2. Place and date of Charter Party
3. Owners and place of business (state full style and address) <a href="#">(Cl. 1)</a>	4. Charterers and place of business (state full style and address) <a href="#">(Cl. 1)</a>
5. Vessel's name <a href="#">(Cl. 1)</a> flag / built / class: NT / GT: summer DWT:	6. First layday date <a href="#">(Cl. 6)</a>  Cancelling date <a href="#">(Cl. 6)</a>
8. Loading port(s) <a href="#">(Cl. 2)</a>  a) Always afloat (*) b) "safely aground" (*)	7. Present position / expected ready to load <a href="#">(Cl. 1)</a>
10. Discharging port(s) <a href="#">(Cl. 3)</a>  a) Always afloat (*) b) "safely aground" (*)	9. Advance notices <a href="#">(Cl. 7)</a>  - at load port to:  - at discharging port: number of days / to:
11. Cargo nature and quantities <a href="#">(Cl. 2)</a>  a) No bags (*) b) Maximum in bags for stowage (*)	12. Freight rate <a href="#">(Cl. 4)</a>
13. Freight rate payment (state currency and method of payment, beneficiary and bank account) <a href="#">(Cl. 4)</a>	14. Loading rate <a href="#">(Cl. 5)</a>
17. Agents at loading port(s) <a href="#">(Cl. 13)</a>	15. Discharging rate <a href="#">(Cl. 5)</a>
19. Extra insurance, maximum <a href="#">(Cl. 14)</a>	16. Demurrage / Despatch money <a href="#">(Cl. 9)</a>
21. Address Commission <a href="#">(Cl. 16)</a>	18. Agents at discharging port(s) <a href="#">(Cl. 13)</a>
22. Numbers of the additional clauses covering special provisions, if any agreed	20. Brokerage commission and to whom payable <a href="#">(Cl. 15)</a>  a) Deductible (*) b) Non-deductible (*)

It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein consisting of PART I and PART II including additional clauses if any agreed and stated in Box 22. 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 but no further.

For the Owners	For the Charterers
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(\*) Delete as appropriate; if no deletion, alternative a) to apply.

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SAMPLE DOCUMENT

**PART II**  
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<b>1. Owners, Charterers</b>	1	to work overtime, such expenses shall be for account of the party ordering same. If ordered by Port Authorities, overtime shall be for Charterers' account. Overtime services rendered by ship's crew shall be in all cases for Owners' account.	69 70 71 72 73
It is this day agreed between the party designated in <a href="#">Box 3</a> , Owners of the Vessel named and described in <a href="#">Box 5</a> , being now in position and expected ready to load as mentioned in <a href="#">Box 7</a> , and the party designated in <a href="#">Box 4</a> as Charterers, THAT	2 3 4 5		
<b>2. Loading Port(s) and Cargo</b>	6	<b>6. Laydays, Cancelling</b>	74
The said Vessel being tight, staunch and in every way fit for the voyage, shall with all convenient speed proceed to the place designated in <a href="#">Box 8</a> , which in case of named port(s) Owners acknowledge as safe and suitable for this Vessel and there load always afloat, unless "safely aground" has been specifically agreed in <a href="#">Box 8</a> , in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Shippers may direct a full and complete cargo of wheat and/or maize and/or rye and/or barley as described in <a href="#">Box 11</a> , in metric tons (5 % more or less in Owners' option) in bulk. Shippers have the option of using a second safe berth. The time for shifting between the two berths shall count as laytime, but shifting expenses shall be for Vessel's account. Owners shall provide and install at their risk and expense and on their time all that is required for safe stowage of grain according to local and international regulations. The cargo shall not exceed what the Vessel can reasonably stow and carry over and above her bunkers, apparel, stores, provisions and accommodation. The whole cargo shall be carried and stowed under deck in unobstructed main holds. All cargo on board to be delivered. Furthermore, if stowage bags have been specifically agreed, the following shall apply: Charterers shall supply for stowage purposes a quantity of bagged cargo not exceeding the quantity specified in <a href="#">Box 11</a> , which shall be stowed at their risk and expense. The number of bags signed for on Bills of Lading to be binding on Vessel and Owners, unless error or fraud be proved.	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34	At port of loading laytime shall not count before 08.00 hours on the layday date stated in <a href="#">Box 6</a> and in any case not before the date notified by the 10 days notice as per <a href="#">Clause 7</a> . Should the Vessel's notice of readiness not be validly tendered as per <a href="#">Clause 8</a> before 09.00 hours on the cancelling date stated in <a href="#">Box 6</a> , Charterers shall have the option of cancelling this charter at any time thereafter, but not later than one hour after the notice is validly tendered.	75 76 77 78 79 80 81 82
<b>3. Discharging Port(s)</b>	35	<b>7. Vessel's Positions , Notices</b>	83
Being so loaded, the Vessel shall proceed with all convenient speed direct to the place designated in <a href="#">Box 10</a> , which in case of named port(s) Owners acknowledge as safe and suitable for this Vessel, and there discharge the cargo always afloat, unless "safely aground" has been specifically agreed in <a href="#">Box 10</a> , in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Receivers may direct. Receivers have the option of using a second safe berth. The time for shifting between the two berths shall count as laytime, but shifting expenses shall be for Vessel's account.	36 37 38 39 40 41 42 43 44 45 46	Master and/or Owners shall give 10 days and thereafter 5 days notice of Vessel's expected readiness to load to the party designated in <a href="#">Box 9</a> . Master and/or Owners shall give notice of Vessel's Expected Time of Arrival (ETA) at discharging port as specified in <a href="#">Box 9</a> . Master and/or Owners shall give the relevant parties prompt advice of any substantial change in Vessel's ETA at loading and at discharging ports.	84 85 86 87 88 89 90 91 92
<b>4. Freight</b>	47	<b>8. Laytime</b>	93
The freight agreed under this Charter Party shall be as stated in <a href="#">Box 12</a> , per metric ton on nett Bill of Lading weight and shall be deemed earned as cargo is loaded on board, prepaid discountless and non-returnable, Vessel and/or cargo lost or not lost. The freight shall be paid as specified in <a href="#">Box 13</a> . All charges and dues levied on the cargo shall be for Charterers' account and those levied on the Vessel howsoever assessed shall be for Owners' account.	48 49 50 51 52 53 54 55 56	Vessel's written notice of readiness to load and/or discharge shall be tendered by hand or by any means of tele-communication at the offices of Shippers/Charterers/Receivers or their Agents between 08.00 and 17.00 hours on all days except Saturdays, Sundays and Holidays and between 08.00 hours and 12.00 hours on Saturdays unless a Holiday. Such notice of readiness shall be delivered when Vessel is in the loading or discharging berth and in all respects ready to load/discharge. At loading port Shippers/Charterers or their Agents have the privilege to inspect Vessel's holds and reject the notice when holds are not clean, dry, odourless and in all respects ready to receive the cargo. In case of dispute, an independent surveyor shall decide about Vessel's readiness to load, the party in the wrong bearing the costs. If the rejection of notice of readiness is undisputed or confirmed by surveyor the laytime will only start to count after the Vessel has validly tendered again when ready. Only when the loading and/or discharging berth is unavailable, Master may warrant that the Vessel is in all respects ready and may tender notice of readiness to load and/or discharge from any usual waiting place, whether in port or not, whether in free pratique or not, whether customs cleared or not. Laytime shall commence at 14.00 hours if notice of readiness to load and/or discharge is validly tendered at or before 12.00 hours and at 08.00 hours on the next working day if notice of readiness is validly tendered after 12.00 hours. Time used before commencement of laytime shall not count. Laytime shall not count between 12.00 hours on Saturdays or 17.00 hours on days preceding a Holiday and 08.00 hours on the following working day, unless used in which case half time actually used shall count. Any delays caused by ice, floods, quarantine, or by cases of "force majeure" shall not count as laytime unless the Vessel is already on demurrage. When Master has tendered notice of readiness to load or discharge from a waiting place and Vessel is subsequently found unready in application of the above provisions, laytime or time on demurrage shall not count from the time the Vessel is rejected until the time she is accepted. Additionally, any actual time lost on account of Vessel's obtaining free pratique or customs clearance shall not count as laytime or time on	94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137
<b>5. Loading and Discharging</b>	57		
Cargo shall be loaded, spout-trimmed and/or stowed at the risk and expense of Shippers/Charterers at the average rate stated in <a href="#">Box 14</a> , weather permitting. Cargo shall be discharged at the risk and expense of Receivers/Charterers at the average rate stated in <a href="#">Box 15</a> , weather permitting. Stowage shall be under Master's direction and responsibility. Shippers' and/or Charterers' representatives have the right to be on board the Vessel during loading, discharging or lightering for the purpose of inspecting the cargo and/or weighing. Charterers and Owners are allowed	58 59 60 61 62 63 64 65 66 67 68		

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demurrage.	138	agreed.	201
At second or subsequent port(s) of loading or discharging, laytime or time on demurrage shall resume counting from Vessel's arrival at loading or discharging berth, if available, or from Vessel's arrival at a usual waiting place, if berth is unavailable.	139 140 141 142 143		
At all ports any time lost shifting from waiting place to berth shall not count as laytime or as time on demurrage.	144 145		
<b>9. Demurrage, Despatch Money</b>	146	<b>16. Address Commission</b>	202
Demurrage is payable by Charterers at the rate stated in <a href="#">Box 16</a> per day of 24 consecutive hours or pro rata.	147	An address commission as stated in <a href="#">Box 21</a> on the gross amount of freight, deadfreight and demurrage earned is due to Charterers and is deductible from freight, deadfreight and demurrage.	203 204 205 206
Owners shall pay to Charterers despatch money for laytime saved in loading/discharging at the rate stated in <a href="#">Box 16</a> per day of 24 consecutive hours or pro rata.	148 149 150 151	<b>17. ISM Clause</b>	207
<b>10. Seaworthy Trim</b>	152	From the date of coming into force of the International Safety Management (ISM) Code in relation to the Vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.	208 209 210 211 212 213 214 215 216
If ordered to be loaded or discharged at more than one berth and/or port, the Vessel is to be left in seaworthy trim to Master's reasonable satisfaction for the passage between berths and/or ports at Shippers'/Charterers'/Receivers' expense, and time used for placing Vessel in seaworthy trim shall count as laytime or time on demurrage.	153 154 155 156 157 158	Except as otherwise provided in this Charter Party, loss, damage, expense or delay caused by failure on the part of the Owners or "the Company" to comply with the ISM Code shall be for the Owners' account.	217 218 219 220
<b>11. Fumigation</b>	159	<b>18. Bills of Lading</b>	221
Charterers have the liberty to fumigate the cargo on board at loading and discharging port(s) or places en route at their risk and expense. Charterers are responsible for ensuring that Officers and Crew as well as all other persons on board the Vessel during and after the fumigation are not exposed to any health hazards whatsoever. Charterers undertake to pay Owners all necessary expenses incurred because of the fumigation and time lost thereby shall count as laytime or time on demurrage. When fumigation has been effected at loading port and has been certified by proper survey or by a competent authority, Bills of Lading shall not be claused by Master for reason of insects having been detected in the cargo prior to such fumigation.	160 161 162 163 164 165 166 167 168 169 170 171 172	The Master is to sign Bills of Lading as presented without prejudice to the terms, conditions and exceptions of this Charter Party. If the Master delegates 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. When Bills of Lading marked "Freight prepaid" are required, same shall be released by Owners immediately upon receipt of a telex from Charterers' Bank confirming that freight payable has been irrevocably transferred.	222 223 224 225 226 227 228 229 230
<b>12. Lights and Gear</b>	173	<b>19. Relet</b>	231
Whenever required, Vessel shall supply free use of lights as on board but sufficient to carry on night work. Provided described as geared, Vessel, whenever required, shall supply free use of all cargo handling gear on board, in good working order, with the necessary power, and of runners, ropes and slings as on board. Shore hands shall be used to drive the gear, at Shippers'/Charterers'/Receivers' account. Any time actually lost on account of breakdown of Vessel's gear shall not count as laytime or time on demurrage and any stevedore standby time charges incurred thereby shall be for Owners' account.	174 175 176 177 178 179 180 181 182 183 184	Charterers have the right to relet all or part of this Charter Party, they remaining responsible for its due fulfilment.	232 233
<b>13. Agencies</b>	185	<b>20. Deviation</b>	234
At loading port, Vessel shall be consigned to the Agents designated in <a href="#">Box 17</a> .	186 187	Deviation in saving or attempting to save life or property at sea or for bunkering purposes or any other reasonable deviation shall not be deemed an infringement of this Charter Party and the Owners shall not be liable for any loss or damage resulting therefrom.	235 236 237 238 239
At discharging port, Vessel shall be consigned to the Agents designated in <a href="#">Box 18</a> .	188 189	<b>21. Lien Clause</b>	240
<b>14. Extra Insurance</b>	190	The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charter Party.	241 242 243
Extra insurance on cargo due to Vessel's age and/or flag and/or class shall be for Owners' account but limited to the amount specified in <a href="#">Box 19</a> ; such extra insurance shall be covered by Charterers for Owners' account and shall be deducted from settlement of freight.	191 192 193 194 195	<b>22. Responsibilities and Immunities</b>	244
<b>15. Brokerage</b>	196	Except as otherwise provided and stipulated in this Charter Party, it is hereby expressly agreed that this Charter Party shall have effect subject to the provisions of the Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924, as enacted in the country of shipment. These rules shall apply to any Bill of Lading issued under this Charter Party.	245 246 247 248 249 250 251 252
A brokerage commission as stated in <a href="#">Box 20</a> on the gross amount of freight, deadfreight and demurrage earned, is due to the party(ies) designated in <a href="#">Box 20</a> and is deductible from same unless "non-deductible" has been specifically	197 198 199 200	When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply. In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd, 1968 - The Hague - Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply. The Owners shall in no case be responsible for loss of or damage to cargo howsoever arising prior to loading into and after discharge from the Vessel.	253 254 255 256 257 258 259 260 261 262 263 264

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Save to the extent otherwise in this Charter Party expressly provided, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from Act of God, war, civil commotion, quarantine, strikes, lockouts, arrest or restraint of princes, rulers and peoples or any other event whatsoever which cannot be avoided or guarded against.	265 266 267 268 269 270 271 272	Strike or Lock-out of the Shippers' and/or Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the Strike or Lock-out. In case of any delay by reason of the before-mentioned causes, no claim for damages or demurrage, shall be made by the Charterers / Receivers of the cargo, or Owners of the Vessel. For the purpose, however, of settling despatch money 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.	330 331 332 333 334 335 336 337 338 339 340
<b>23. Amended General Ice Clause</b>	273	<b>25. General Average and New Jason Clause</b>	341
<u>Port of Loading</u>	274	General average shall be adjusted according to the York-Antwerp Rules 1994 or any subsequent modification thereof, but where the adjustment is made in accordance with the law and practice of the United States of America, the following Clause shall apply:	342 343 344 345 346
a) In the event of the loading port being inaccessible by reason of ice when Vessel is ready to proceed from her last port or at any time during the voyage or on Vessel's arrival or in case frost sets in after 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.	275 276 277 278 279	"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 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.	347 348 349 350 351 352 353 354 355 356 357
b) If during the loading the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for Owner's benefit to any port or ports including port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at 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), all other conditions as per Charter Party.	280 281 282 283 284 285 286 287 288 289 290	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"	358 359 360 361 362 363 364 365
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 their own account as under section b) or to declare this Charter Party null and void unless Charterers agree to load full cargo at the open port.	291 292 293 294 295 296 297	and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause.	366 367
<u>Port of Discharge</u>	298	<b>26. Both-to-Blame Collision Clause</b>	368
a) Should ice prevent Vessel from reaching port of discharge, Receivers shall have the option of keeping Vessel waiting until the reopening 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 Master or Owners have given notice to Charterers of the impossibility of reaching port of destination.	299 300 301 302 303 304 305 306	If the liability for any collision in which the Vessel is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America, the following Clause shall apply:	369 370 371 372
b) 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 accessible port where she can safely discharge.	307 308 309 310	"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 the 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.	373 374 375 376 377 378 379 380 381 382 383 384 385
c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and 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.	311 312 313 314 315 316 317	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"	386 387 388 389
<b>24. Amended Centrocon Strike Clause</b>	318	and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause.	390 391
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 Lockout 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	319 320 321 322 323 324 325 326 327 328 329	<b>27. War risks ("Voywar 1993")</b>	392
		a) For the purpose of this Clause, the words:	393
		(i) "Owners" shall include the shipowners, bareboat charterers, disponent-owners, managers or other operators who are charged with the management of the Vessel, and	394 395 396

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the Master; and	397	be, or are likely to be, exposed to War Risks on any part of	464
(ii) "War Risks" shall include any war (whether actual or	398	the route (including any canal or waterway) which is normally	465
threatened), act of war, civil war, hostilities, revolution,	399	and customarily used in a voyage of the nature contracted	466
rebellion, civil commotion, warlike operations, the laying of	400	for, and there is another longer route to the discharging	467
mines (whether actual or reported), acts of piracy, acts of	401	port, the Owners shall give notice to the Charterers that	468
terrorists, acts of hostility or malicious damage, blockades	402	this route will be taken. In this event the Owners shall be	469
(whether imposed against all vessels or imposed selectively	403	entitled, if the total extra distance exceeds 100 miles, to	470
against vessels of certain flags or ownership, or against	404	additional freight which shall be the same percentage of	471
certain cargoes or crews or otherwise howsoever), by any	405	the freight contracted for as the percentage which the extra	472
person, body, terrorist or political group, or the Government	406	distance represents to the distance of the normal and	473
of any state whatsoever, which, in the reasonable judgement	407	customary route.	474
of the Master and/or the Owners, may be dangerous or are	408	e) The Vessel shall have liberty:-	475
likely to be or to become dangerous to the Vessel, her cargo,	409	(i) to comply with all orders, directions, recommendations	476
crew or other persons on board the Vessel.	410	or advice as to departure, arrival, routes, sailing in convoy,	477
b) If at any time before the Vessel commences loading, it	411	ports of call, stoppages, destinations, discharge of cargo,	478
appears that, in the reasonable judgement of the Master	412	delivery or in any way whatsoever which are given by the	479
and/or the Owners, performance of the Charter Party, or	413	Government of the Nation under whose flag the Vessel sails,	480
any part of it, may expose, or is likely to expose, the Vessel,	414	or other Government to whose laws the Owners are subject,	481
her cargo, crew or other persons on board the Vessel to	415	or any other Government which so requires, or any body or	482
War Risks, the Owners may give notice to the Charterers	416	group acting with the power to compel compliance with their	483
cancelling this Charter Party, or may refuse to perform such	417	orders or directions;	484
part of it as may expose, or may be likely to expose, the	418	(ii) to comply with the orders, directions or recom-	485
Vessel, her cargo, crew or other persons on board the Vessel	419	mendations of anywar risks underwriters who have the	486
to War Risks; provided always that if this Charter Party	420	authority to give the same under the terms of the war risks	487
provides that loading or discharging is to take place within a	421	insurance;	488
range of ports, and at the port or ports nominated by the	422	(iii) to comply with the terms of any resolution of the Security	489
Charterers the Vessel, her cargo, crew, or other persons	423	Council of the United Nations, any directives of the European	490
onboard the Vessel may be exposed, or may be likely to be	424	Community, the effective orders of any other Supranational	491
exposed, to War Risks, the Owners shall first require the	425	body which has the right to issue and give the same, and	492
Charterers to nominate any other safe port which lies within	426	with national laws aimed at enforcing the same to which	493
the range for loading or discharging, and may only cancel	427	the Owners are subject, and to obey the orders and	494
this Charter Party if the Charterers shall not have nominated	428	directions of those who are charged with their enforcement;	495
such safe port or ports within 48 hours of receipt of notice of	429	(iv) o discharge at any other port any cargo or part thereof	496
such requirement.	430	which may render the Vessel liable to confiscation as a	497
c) The Owners shall not be required to continue to load	431	contraband carrier;	498
cargo for any voyage, or to sign Bills of Lading for any port	432	(v) to call at any other port to change the crew or any part	499
or place, or to proceed or continue on any voyage, or on	433	thereof or other persons on board the Vessel when there is	500
any part thereof, or to proceed through any canal or	434	reason to believe that they may be subject to internment,	501
waterway, or to proceed to or remain at any port or place	435	imprisonment or other sanctions;	502
whatsoever, where it appears, either after the loading of	436	(vi) where cargo has not been loaded or has been	503
the cargo commences, or at any stage of the voyage	437	discharged by the Owners under any provisions of this	504
thereafter before the discharge of the cargo is completed,	438	Clause, to load other cargo for the Owners' own benefit	505
that, in the reasonable judgement of the Master and/or the	439	and carry it to any other port or ports whatsoever, whether	506
Owners, the Vessel, her cargo (or any part thereof), crew	440	backwards or forwards or in a contrary direction to the	507
or other persons on board the Vessel (or any one or more	441	ordinary or customary route.	508
of them) may be, or are likely to be, exposed to War Risks.	442	f) If in compliance with any of the provisions of sub-clauses	509
If it should so appear, the Owners may by notice request	443	b) to e) of this Clause anything is done or not done, such	510
the Charterers to nominate a safe port for the discharge of	444	shall not be deemed to be a deviation, but shall be	511
the cargo or any part thereof, and if within 48 hours of the	445	considered as due fulfilment of the Charter Party.	512
receipt of such notice, the Charterers shall not have	446		
nominated such a port, the Owners may discharge the cargo	447	<b>28. Arbitration</b>	513
at any safe port of their choice (including the port of loading)	448	Any dispute arising out of the present contract shall be	514
in complete fulfilment of the Charter Party. The Owners shall	449	referred to Arbitration of "Chambre Arbitrale Maritime de	515
be entitled to recover from the Charterers the extra expenses	450	Paris - 16 rue Daunou - 75002 Paris".	516
of such discharge and, if the discharge takes place at any	451	The decision rendered according to the rules of Chambre	517
port other than the loading port, to receive the full freight as	452	Arbitrale and according to French Law shall be final and	518
though the cargo had been carried to the discharging port	453	binding upon both parties. The right of both parties to refer	519
and if the extra distance exceeds 100 miles, to additional	454	any disputes to arbitration ceases twelve months after date	520
freight which shall be the same percentage of the freight	455	of completion of discharge or, in case of cancellation or non-	521
contracted for as the percentage which the extra distance	456	performance, twelve months after the cancelling date as per	522
represents to the distance of the normal and customary	457	Clause 6 or after the actual date of cancellation whichever is	523
route, the Owners having a lien on the cargo for such	458	the later. Where this provision is not complied with, the claim	524
expenses and freight	459	shall be deemed to be waived and absolutely barred.	525
d) If at any stage of the voyage after the loading of the	460		
cargo commences, it appears that, in the reasonable	461		
judgement of the Master and/or the Owners, the Vessel,	462		
her cargo, crew or other persons on board the Vessel may	463		