NORTH AMERICAN GRAIN CHARTERPARTY 1973

Hamburg, March 13

IT IS THIS DAY MUTUALLY AGREED, between MERRIA, UNIMARITIME SHIPPING LTD, OF CYPRUS, Owners, and ALFRED C. TOEPFER INTERNATIONAL, GMBH, OF HAMBURG, Charterers, that the said vessel, being "TOLLENT," M.V. Greek, of 6,466 tons, deadweight, and with a grain cube capacity available for cargo of 753,633 cubic feet (inclusive of 22,374 cubic feet in self-discharging holds), shall be delivered to Charterers' order at the port of Alimos, Greece, and at Charterers' expense and risk, and shall remain in Charterers' possession until the vessel shall have been delivered, discharged, and cleaned out, to the order of Owners, at the port of New York, U.S.A.

Clause 1

1. - The vessel, being "TOLLENT," M.V. Greek, of 6,466 tons, deadweight, and with a grain cube capacity available for cargo of 753,633 cubic feet (inclusive of 22,374 cubic feet in self-discharging holds), shall be delivered to Charterers' order at the port of Alimos, Greece, and at Charterers' expense and risk, and shall remain in Charterers' possession until the vessel shall have been delivered, discharged, and cleaned out, to the order of Owners, at the port of New York, U.S.A.

Clause 2

2. - The agreement of the parties is for a voyage from Alimos, Greece, to New York, U.S.A., as hereinafter set forth.

Clause 3

3. - The voyage is to commence immediately upon receipt of the vessel, and the Master shall commence the voyage immediately after the vessel is delivered to Charterers.

Clause 4

4. - The voyage is to comprise two legs, namely:

(a) - From Alimos, Greece, to New York, U.S.A.,

(b) - From New York, U.S.A., to Alimos, Greece.

Clause 5

5. - The voyage is to be completed within 90 days from the date of delivery of the vessel at Alimos, Greece.

Clause 6

6. - The Master is to sign Bills of Lading as presented on the North American Grain Billet of Lading form, without prejudice to the terms, conditions and exceptions of this Charterparty, and in case the Charterer elects to delegate the signing of Bills of Lading to his Agent, he shall give such power of attorney in writing, copies of which is to be furnished to Charterers.

Clause 7

7. - The Charterer is to deliver the vessel to Charterers' order at the port of Alimos, Greece, and at Charterers' expense and risk, and shall remain in Charterers' possession until the vessel shall have been delivered, discharged, and cleaned out, to the order of Owners, at the port of New York, U.S.A.

Clause 8

8. - Freight to be paid as follows:

(a) - For cargo loaded at Alimos, Greece, $1.00 per ton on 1,000,000 Kcweis, or $1.50 per ton on entire cargo in case KAGOSHI is cancelled.

Clause 9

9. - Charterers have the option of ordering the vessel to load at:

(a) - Alimos, Greece.

Clause 10

10. - Charterers have the option of ordering the vessel to discharge at:

(a) - New York, U.S.A.

Clause 11

11. - In case of any part of the draft or discharge due to the Master or his Agents or to any other party, the rate of freight shall be increased by 20% per month, or part thereof, from the date of delivery of the vessel at Alimos, Greece, until such time as the Master or his Agents shall have delivered the vessel to Charterers at New York, U.S.A.

Clause 12

12. - The Master shall have the option of ordering the vessel to load at:

(a) - Alimos, Greece.

Clause 13

13. - The Master shall have the option of ordering the vessel to discharge at:

(a) - New York, U.S.A.

Clause 14

14. - In case any part of the draft or discharge due to the Master or his Agents or to any other party, the rate of freight shall be increased by 20% per month, or part thereof, from the date of delivery of the vessel at Alimos, Greece, until such time as the Master or his Agents shall have delivered the vessel to Charterers at New York, U.S.A.
9. (a) If vessel does not discharge in the United Kingdom, including Channel Islands, goods shall be consigned to Chartered on surrender of Bill of Lading, in London.

10. (a) Cargo is to be loaded, stored, shipped, unloaded, and discharged free of expense to the vessel.

11. (a) The vessel is to be chartered for the specified voyage only.

12. (a) The vessel is to be chartered for the specified voyage and for no other purpose.

13. (a) The vessel is to be chartered for the specified voyage and for no other purpose.

14. (a) The vessel is to be chartered for the specified voyage and for no other purpose.

15. (a) The vessel is to be chartered for the specified voyage and for no other purpose.

16. (a) The vessel is to be chartered for the specified voyage and for no other purpose.

17. (a) The vessel is to be chartered for the specified voyage and for no other purpose.

18. (a) The vessel is to be chartered for the specified voyage and for no other purpose.

19. (a) The vessel is to be chartered for the specified voyage and for no other purpose.

20. (a) The vessel is to be chartered for the specified voyage and for no other purpose.

21. (a) The vessel is to be chartered for the specified voyage and for no other purpose.

22. (a) The vessel is to be chartered for the specified voyage and for no other purpose.

23. (a) The vessel is to be chartered for the specified voyage and for no other purpose.
U.S.A. Claim
Section 35. All claims against the U.S.A. shall be presented to the U.S. Consul at that port in which the vessel is to be discharged or in the United States Court of Claims. The U.S. Consul shall receive the claim and forward it to the United States Court of Claims. The U.S. Consul shall be authorized to receive and examine all evidence in support of the claim and to make a report thereon to the United States Court of Claims. The U.S. Consul shall also be authorized to make a report to the United States Government on any claim presented to him. The U.S. Consul shall be authorized to make a report to the United States Government on any claim presented to him.

Canadian Claim
Section 36. All claims against Canada shall be presented to the Canadian Consul at that port in which the vessel is to be discharged or in the Canadian Court of Claims. The Canadian Consul shall receive the claim and forward it to the Canadian Court of Claims. The Canadian Consul shall be authorized to receive and examine all evidence in support of the claim and to make a report thereon to the Canadian Court of Claims. The Canadian Consul shall also be authorized to make a report to the Canadian Government on any claim presented to him. The Canadian Consul shall be authorized to make a report to the Canadian Government on any claim presented to him.

British Claim
Section 37. All claims against the British Consul at that port in which the vessel is to be discharged shall be presented to the British Consul at that port in which the vessel is to be discharged or in the British Court of Claims. The British Consul shall receive the claim and forward it to the British Court of Claims. The British Consul shall be authorized to receive and examine all evidence in support of the claim and to make a report thereon to the British Court of Claims. The British Consul shall also be authorized to make a report to the British Government on any claim presented to him. The British Consul shall be authorized to make a report to the British Government on any claim presented to him.

Insurance Claim
Section 38. All claims for insurance on the vessel shall be presented to the insurance company at the port in which the vessel is to be discharged or in the insurance company's office at its place of business. The insurance company shall receive the claim and forward it to the insurance company's office at its place of business. The insurance company shall be authorized to receive and examine all evidence in support of the claim and to make a report thereon to the insurance company. The insurance company shall also be authorized to make a report to the insurance company on any claim presented to it. The insurance company shall be authorized to make a report to the insurance company on any claim presented to it.

General
Section 39. All claims shall be presented in writing and shall be accompanied by a statement of the facts upon which the claim is based.

Average
Section 40. All claims for an average shall be presented in writing and shall be accompanied by a statement of the facts upon which the claim is based.

New York
Section 41. All claims for New York shall be presented in writing and shall be accompanied by a statement of the facts upon which the claim is based.

Wars
Section 42. All claims for wars shall be presented in writing and shall be accompanied by a statement of the facts upon which the claim is based.

Address
Section 43. All claims shall be addressed to the party to whom the claim is directed.

Bills of Lading
Section 44. All Bills of Lading shall be presented to the party to whom the claim is directed.

Assignment
Section 45. All Bills of Lading shall be assigned to the party to whom the claim is directed.

Arbitration
Section 46. All Bills of Lading shall be arbitrated by the party to whom the claim is directed.

Documentaries
Section 47. All Bills of Lading shall be documented by the party to whom the claim is directed.

U.S.A. Claims
Section 48. All Bills of Lading shall be presented to the U.S. Consul at that port in which the vessel is to be discharged or in the United States Court of Claims. The U.S. Consul shall receive the claim and forward it to the United States Court of Claims. The U.S. Consul shall be authorized to receive and examine all evidence in support of the claim and to make a report thereon to the United States Court of Claims. The U.S. Consul shall also be authorized to make a report to the United States Government on any claim presented to him. The U.S. Consul shall be authorized to make a report to the United States Government on any claim presented to him.
ADDITIONAL CLAUSES TO CHARTER PARTY
DATED HAMBURG, MARCH 23, 1989, FOR M/V "MANOLIS"

Clause 45 (h)
Master to show classification to Agents if required.

Clause 45 (i)
Nominated Charterers' Agents at loadport(s) are authorized to sign Bills of
Lading on Master's behalf in conformity with Master's receipt. Upon request of
Charterers' Agents Owners to authorize Agents at port of discharge to
split Bills of Lading into Delivery Orders provided a full set of original
Bills of Lading presented to them prior to splitting.

Clause 45 (j)
Charterers have the option of fumigating the cargo, they paying the cost
of fumigation and time no used to count as loading time.

Clause 45 (k)
Allfreights, surcharges, terms, conditions and exceptions as covered by
this Charter Party are to be kept strictly private and confidential.

Clause 46
Vessel's description:
-M/V "MANOLIS" (ex "MARIGO K")
-multipurpose flush tweendecker
-13,945 metric ton d.w.t. on 9.39 metres draft
-Cyprus flag
-built February, 1974
-classed highest in DET NORSKE VERITAS
-grain/bale capacity: 752,635/681,825 cbft
-bridge/engine between 3-4 holds
-LOA/BEAM 152.63/20.38 metres
-GRT: 6,000.21/9,557.07
-NRT: 3,317.17/5,986.25
-4 holds (21.80/11.80/33.30/22.40 metres)
-6 hatches (no. 1 - 13.00 x 8.50 metres
 no. 2 - P+9 21.28 x 7.80 metres
 no. 3 - P+9 19.67 x 7.80 metres
 no. 4 - 11.00 x13.00 metres
-10 derricks (1x80 - 2x22 - 5x8 - 2x5 tons)
-hatchcoves McGregor single pull
-tweendeck hatchcoves McGregor hydraulically operated
-steel floored
-there is a longitudinal bulkhead (with two openers) in each hold; in way
of tweendecks in holds 2-3
-70% cargo batten fitted
-electrically ventilated
-fitted container capacity 299 TEU max. Weight unit 20 tons - 10 Reefer
 plug on deck - lashing material available
-all figures "about"
-CGZ fitted

Clause 52
Vessel is not fitted with any cardecks or other obstacles in holds
hindering grab discharge. Prior loading cargo bittens to be dismantled
and to be stowed away in cargo holds. (for bulk cargo only)
Clause 48
Any time lost due to swell at loading and discharging port(s) to count as laytime.

Clause 49
Any tally except Crew to be for Receivers’ account.

Clause 50
Wherever necessary Owners to supply sufficient craftpaper/dunnage in lieu of cargo batten, if required by Master to protect the cargo, otherwise same for Charterers’ account. Owners to dispose any dunnage on board to Charterers.

The vessel is presently employed in liner trade thus an amount of dunnage can be expected on board.

Clause 51
Where in this Charter Party is stated Receivers'/Shippers' account and any party fails to perform its obligation then Charterers to remain ultimate responsible.

Clause 52
Extra insurance due to vessel’s age, if any, to be for Charterers’ account.

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GENERAL CLAUSE PARAMOUNT

All Bills of Lading under this Charter shall contain the following:

...This Bill of Lading shall have effect subject to the Provisions of any legislation relating to the carriage of goods by sea which incorporates the rules relating to Bills of Lading contained in the International Convention, dated Brussels 25th August, 1924, and which is compulsorily applicable to the contract or carriage herein contained. Such legislation shall be deemed to be incorporated herein, but 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 thereunder. If any terms of this Bill of Lading be repugnant to any extent to any legislation by this Clause incorporated, such terms shall be void to that extent, but no further. Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exception from or limitation of liability.

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