

PRIVATE VOLUNTARY ORGANIZATION NAME  
CHARTER PARTY  
(VESSEL LOAD / BERTH TERMS DISCHARGE / THROUGH BILL OF  
LADING DELIVERY)

DATE  
Applicable to Food for Progress Program

Contract No.: \_\_\_\_\_

CHARTER PARTY made as of \_\_\_\_\_, at Washington, D.C.  
between

\_\_\_\_\_ (hereinafter  
called "Owners") of the good  
\_\_\_\_\_ (hereinafter called "Vessel") of  
\_\_\_\_\_, Built \_\_\_\_\_ Rebuilt  
\_\_\_\_\_ at \_\_\_\_\_,  
of \_\_\_\_\_ net tons register or thereabouts, classed \_\_\_\_\_  
in \_\_\_\_\_, now  
\_\_\_\_\_ and the PVO NAME, Charterers (hereinafter called  
"Charterers").

1. The said Vessel being tight, staunch and strong, and in every  
way fitted for the voyage, shall with all convenient speed sail and  
proceed to \_\_\_\_\_

\_\_\_\_\_ and there load, always afloat, from Charterers, their designees or their  
agents a full and complete / part cargo of \_\_\_\_\_  
\_\_\_\_\_ in bulk.

Vessel to load under inspection of National Cargo Bureau, Inc. and  
an inspector licensed / authorized by USDA, at her expense and to comply  
with their rules, not exceeding what she can reasonably stow and carry  
over and above her Cabin, Tackle, Apparel, Provisions, Fuel and  
Furniture, and being so loaded shall therewith proceed to deliver under  
through Bill(s) of Lading via DISCHARGE PORT and/or DISCHARGE PORT  
(transit ports) at Owners' option to point(s) of initial discharge  
in \_\_\_\_\_, COUNTRY NAME.

2. Owners are to give Charterers or their Agents, FREIGHT FORWARDER  
NAME, (via telefax (NUMBER) \_\_\_\_\_) (\_\_\_\_) days written advance  
notice of Vessel's expected readiness to load date together with  
approximate quantity of cargo required. Preadvice notice must  
be received at the office of International Services Corp. prior to 11:00  
A.M. Wash., D.C. time on regular business day to be considered received  
on that day. If preadvice notice is received later  
than 11:00 A.M. Wash., D.C. time on regular business day or on  
weekends/holidays, preadvice notice will be considered received only on  
next business day. In addition to sending preadvice notice to  
Charterer's agent as above, Owner must provide at the same time a copy  
of their preadvice notice to USDA KC, CFSA, Export Operations Division,  
fax no. (816) 823-2586. In order to provide timely status reports to  
Receivers, Charterer requires that Owner provide  
accurate daily vessel position / status reports with vessel's position /  
activity / and relevant ETAs at load and discharge port commencing when  
vessel provides its preadvice notice of vessel's ETA at load port and  
continuing through completion of discharge at discharge port. Owner

shall also provide daily notices detailing the status of inland transport from discharge port to point(s) of initial discharge in \_\_\_\_\_, COUNTRY NAME. These daily notices are to be provided to International Services Corp. by email: mail@isc-pci.com or fax (202) 296-1160. The Charterers are to be kept continuously advised by telefax of any alteration in Vessel's readiness to load date.

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Master to apply to FREIGHT FORWARDER, telefax number 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 7 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.

3. Freight to be paid as provided in Clause 28 hereof at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
U.S. Currency, per ton of 2204.6 pounds on Bill of Lading weight.

Freight payable to:

Owners may discharge at more than one port for their own convenience, but no premium on second discharge port is payable.

If Vessel is a U.S. flag vessel over 15 years of age, and if Vessel is scrapped or Vessel ownership is transferred to another owner, after discharge at destination but prior to its return to the United States, the freight is to be reduced to \$ \_\_\_\_\_ per ton of 2204.6 pounds on Bill of Lading weight.

Cost of lightening: \$ \_\_\_\_\_

4. Captain or Owners' agent to call at Charterers' or their agents' office, as requested and sign Bills of Lading, as presented, without prejudice and subject to this Charter Party.

5. Cargo to be loaded according to berth terms with customary despatch at the average rate of \_\_\_\_\_ tons of 2,204.6 pounds per weather working day of 24 consecutive hours, Saturdays, Sundays and holidays excepted, even if used.

If trimming of Vessel is required by the National Cargo Bureau, any and all trimming expenses, including but not limited to trimming machine hire and elevator overtime, are for Owners' account. Any securing (bagging or strapping, etc.) 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. All necessary mats, vents and dunnage to be supplied by and paid for by Owners.

6. Notice of Vessel's readiness to load must be tendered and accepted at the office of Commodity Suppliers (loading facility's office) or their agents and at the office of the Charterers or their agents during regular business hours at or before 4 P.M. on weekdays, Monday through Friday, or at or before 12 noon if on Saturday, Vessel having been entered at the custom house, accompanied by pass of the National Cargo Bureau and Grain Inspector's Certificate of Vessel's readiness in all compartments.

7. Loading not to commence before the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Should Vessel not be passed as ready for cargo at first or sole loading port before 12:00 noon on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, followed by the presentation of said Surveyor's pass to Charterers or their agents at their office before said time, Charterers shall, at said time and at any time not later than the presentation of Vessel's notice of readiness together with the required certificates at said office, have the option of canceling this Charter Party.

8. If Owners fail to tender vessel, or substitute approved by Charterers, and same is not accepted within the laydays, whether or not the option to cancel the charter party is exercised, the Owners are to be fully responsible for all charges attributable to the failure to tender and be accepted before the canceling date of the charter, whether accruing to Charterer or to the United States Government as donor, including but not limited to the grain carrying charges covering interest, storage, insurance and fumigation, and excess freight or reprourement costs. In which case it will be a condition of payment of freight that Owners submit as part of their documentation "PAID" invoices from the suppliers for carrying charges or a certification from such suppliers that carrying charges did not accrue. Ultimately, the Charterers / USDA have the authority to deduct any carrying charges due from the payment of ocean freight.

9. Laytime accounts are to be settled directly between Owners and Commodity Supplier(s) at load port(s). Laytime calculation, overtime, and trimming are to be in accordance to Addendum No. 1 of the North American Export Grain Association, Inc. F.O.B. Contract No. 2 (revised as of May 1, 2001), clauses nos. 1-10 inclusive, (hereinafter "N.A.E.G.A."), regardless of type of vessel. Further, the following modifications to N.A.E.G.A. will apply: anywhere the word "buyer" appears, the words "vessel owner" should be substituted in its place.

Under no circumstances shall Charterers or USDA/CCC be responsible for resolving disputes involving the calculation of laytime or the payment of demurrage or despatch between the Vessel Owners and the Commodity Supplier(s).

Any/all disputes between the Vessel Owner and the Commodity Supplier(s), arising out of this contract relating to the settlement of laytime issues shall be arbitrated in New York subject to the rules of the Society of Maritime Arbitrators, Inc.

10. (a) Demurrage (subject to clause 9 above):  
Commodity Supplier(s) at each load port to pay demurrage separately to Owners, if incurred, at the rate of \_\_\_\_\_, U.S. currency, per day or pro-rata for part of a day for all laytime lost in loading.

(b) Despatch (subject to clause 9 above):

Owners to pay despatch separately to Commodity Supplier(s) at each load port, if earned at such port(s), at the rate of \_\_\_\_\_, U.S. currency, per day or pro-rata for part of a day for all laytime saved in loading.

11. Berth terms discharge with no demurrage / no despatch / no detention. Owner is to deliver cargo(es) under through Bill(s) of Lading via DISCHARGE PORT and/or DISCHARGE PORT, COUNTRY (transit ports) at Owner's option to point(s) of initial discharge, \_\_\_\_\_, in \_\_\_\_\_, COUNTRY at Owners' time, risk and expense. Owner will have the responsibility to deliver conveyances (rail cars and/or trucks) to the location at the point(s) of initial discharge where conveyances are unloaded and all costs involved in delivery to this location are for Owner's account.

Owners' nominated inland transportation contractor is

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12. All damage done to the Vessel by loading or discharging stevedores is for the account of Owners.

13. Cost of separations, if required, for Owners' account.

14. Charterers reserve the option of loading cargo at more than one berth, and, if exercised, costs of shifting to be for Vessel's account. Vessel to be left in seaworthy trim to shift safely between berths.

15. Vessel will furnish sufficient lights for night work as on board, on deck and in the holds, all such equipment in good working order.

16. Any dues and/or taxes on cargo and/or freight to be for Charterers' account, and any dues and/or taxes on vessel (including normal port dues and services and facilities charges) to be for Owners' account.

Notwithstanding the above, any dues and/or taxes at discharge port(s) which are customarily for the Vessel's account under Berth terms contracts are to remain for Owner's account.

17. Owners are responsible for Vessel arriving at load/discharge ports with an acceptable safe arrival draft. If Vessel's draft exceeds such draft, Owners to be fully responsible for any and all costs in reaching safe draft.

Lightening, if required, to be accomplished in the territorial waters of Georgia.

If vessel was contracted basis full or partial lightening, and if lightening is not performed at the discharge port and vessel discharges directly at berth, USDA will deduct the lightening cost from ocean freight payment.

18. Overtime at load port(s), other than crew costs, is for the account of party ordering same. Overtime at discharge port(s) is for account of Owners. Cost of overtime for crew to be for Owners' or Operators' account.

19. Owners' or Operators' agents to act for Vessel at load and discharge port(s). Owners to appoint and pay stevedores at load and discharge port(s).

20. Foreign flag vessels must not be older than 20 years and must be classed highest in Lloyd's Register or equivalent. Date of original construction, not rebuilt date, to govern for all vessels. Any extra insurance on account of Vessel's age, flag, ownership, type, onfiguration, classification will be for Owners' account, but not exceeding New York market rates.

21. Vessel Owners must provide at their time, risk and expense all necessary discharging gear, whether on board vessel or on shore, to effect the discharge of the cargo in accordance with the regulations of the port authority of the discharge port designated by owner.

22. Substitution of Vessel not permitted without Charterers' / USDA's prior written approval. Any Vessel substituted shall be of the same type, class, approximate size and with same laydays.

23. Vessels must be able to be fumigated with an aluminum phosphide preparation in-transit in accordance with the USDA, FGIS Fumigation Handbook and vessels that cannot be so fumigated will not be considered. At final loading port, commodity supplier will arrange and pay for in-transit fumigation performed by a certified applicator in accordance with the USDA, FGIS Fumigation Handbook. Fumigation must be witnessed by FGIS, USDA, and the aluminum phosphide preparation must be contained in packaging as described in the Fumigation Handbook. Dust retainers must be used. For tweendeckers and bulk carriers (including push-mode ITB), the recirculation method of fumigation will be used. For tankers, the surface method of fumigation will be used.

Tween-deck vessels will be considered provided they are acceptable for in-transit fumigation in accordance with FGIS Fumigation Handbook. Tween-deck vessels must provide a copy of a letter from the Policy and Procedure Branch, FGIS, USDA stating that the vessel can be fumigated under the FGIS in-transit fumigation procedures.

In addition, tween-deck vessels are acceptable only when a certified applicator states that the vessel has been inspected and found to be suitable for fumigation and such written statement from certified applicator has been provided to Charterer.

At discharge port and at point(s) of initial discharge and upon inspection by government inspectors, if cargo and/or vessel is found to be infested despite issuance of clean Bills of Lading, Owners will arrange for the cargo to be fumigated within 24 hours of discovery of such infestation. Fumigation costs, if any, are for Owner's (vessel's) account.

24. Vessels 15 years and older, and push-mode ITB units, must have all openings to cargo spaces and hatches' covers tightly sealed with tape or by other means to assure water tight integrity. The sealing shall be done to the satisfaction of attending NCB surveyor as attested by a special survey. Cost of sealing hatch covers/openings to cargo spaces as well as special survey fees shall be for vessel owner's

account. Special survey certificate shall in no way affect owner's liability and responsibilities toward the cargo.

25. Vessel to have the privilege of fueling enroute.

26. Charterers or their agents to have the privilege of ransferring this Charter to others (guaranteeing to Owners the due fulfillment of this Charter).

27. A commission of \_\_\_\_\_ to FREIGHT FORWARDER

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on all gross freight is earned and payable on signing of this Charter, Vessel lost or not lost.

#### 28. FREIGHT PAYMENT

A. If there is any failure on the part of the ocean carrier to perform the contract after the vessel tendered at the loading port, the Charterers or its designated agent shall be entitled to incur all expenses which, in the judgment of the United States Department of Agriculture/Charterers, are required to enable the vessel to undertake and carry out her obligations under the Charter Party, including the expenses for lifting any liens asserted against the vessel. Such expenses may be deducted from the freight earned under the Charter Party notwithstanding any prior assignments of freight made by the Owners or operators.

#### B. Notice of Arrival Required

(1) Payment of sixty percent (60%) of freight will be made in accordance with terms of the Charter Party upon satisfactory notice from Charterer of the vessel's arrival at first port of discharge. This notice will be a part of documentation required to be presented by the carrier as a condition to payment.

(2) A notice of arrival will not be required in the event the vessel is lost or unable to proceed to destination after completion of loading because of damage caused by the perils of the sea or other waters, collision, stranding, jettison, wreck, fire from any cause, Act of God, public enemies or pirates, or by arrest or restraint of Princes, rulers or peoples without the fault of the suppliers of the ocean transportation, wars, public disorders, captures or detentions by public authorities in the interest of public safety, provided the vessel Owners or Operators supply evidence satisfactory to the Charterers of such disability.

(3) The notice of arrival must be furnished promptly by Charterers or its designated agent and must include name of vessel, name of first port of discharge and date of arrival.

C. CCC is required to issue all payments by electronic transfer. Each ocean carrier or cooperating sponsor submitting documents to CCC for payment must provide, on their letterhead and signed by an official or agent of their company; the name of the company, the bank ABA number to which payment is to be made, the account number for the company at

the bank, the company's taxpayer identification number and the type of account being used.

D. Documentation Required for sixty percent (60%) payment or reimbursement by CCC.

(1) One signed copy of completed form CCC-512;

(2) Four copies of original "on board" bills of lading, indicating freight rate and signed by originating carrier;

(3) For all non-containerized grain cargoes:

One signed copy of a "Federal Grain Inspection Service (FGIS) Official Stowage Examination Certificate" (vessel hold certificate); and

One signed copy of a National Cargo Bureau Certificate of Readiness (vessel hold inspection certificate); and

One signed copy of a National Cargo Bureau Certificate of Loading.

(4) For all containerized grain and grain products, one signed copy of an FGIS container condition inspection certificate.

(5) One signed copy of Booking Note and/or Charter Party and Addenda, if any, thereto covering ocean transportation of cargo;

(6) For charter movements, a signed notice of arrival at first discharge port, to be submitted by the Cooperating Sponsor;

(7) Four copies of either:

(a) A request by the Cooperating Sponsor for reimbursement of ocean freight or ocean freight differential, indicating amount due, accompanied by a certification from the ocean carrier that payment has been received from the Cooperating Sponsor; or (b) A request for direct payment of ocean freight to the ocean carrier, indicating amount due; or (c) A request for direct payment of ocean freight differential to the ocean carrier, accompanied by a certification from the carrier that payment of the cooperating sponsor's portion of the ocean freight has been received.

(8) For all liner cargoes, a copy of the tariff page.

(9) One copy of Agent's / Broker's commission(s) and outport agency fee invoice(s) marked "Paid".

(10) One copy of NCB certification as per clause 24 of the Charter Party (if applicable).

E. Documentation Required for forty percent (40%) payment or reimbursement by CCC.

(1) Confirmation Letter, issued by Charterer, stating that Owners have delivered all of the cargo under through bill(s) of lading to the point(s) of initial discharge in \_\_\_\_\_, COUNTRY and have fulfilled their responsibilities under the Charter Party.

(2) One signed copy of completed Form CCC-512.

29. It is mutually agreed that this contract is subject to all the terms, provisions, and exemptions from liability of the "Carriage of Goods by Sea Act" (46 U.S.C. 1300 et seq.).

30. It is also mutually agreed that the Carrier shall not be liable for loss or damage occasioned by causes beyond his control, by perils of the seas or other waters, by fire from any cause or wheresoever occurring, by barratry of the Master or crew, by enemies, pirates or robbers, by arrest and restraint of Princes, rulers or people, by explosion, bursting of boilers, breakage of shafts or any latent defect in hull, machinery or appurtenances, by collision, stranding or other accidents of navigation of whatsoever kind (even when occasioned by the negligence, default or error in judgment of the pilot, Master, mariners or other servants of the shipowner, not resulting, however, in any case, from want of due diligence by the Owners of the ship or any of them, or by the ship's Husband or Manager).

31. Should General Average conditions arise, Charterers shall assign its rights to the USDA/Contract Reconciliation Division, who in turn shall contribute with the Owner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be incurred including salvage and special charges incurred in respect to the goods. If a salving ship is owned or operated by the Owner, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. General Average shall be payable according to York/Antwerp Rules, 2004. Cargo to be released without general average security.

32. Charterers' liability under this Charter to cease on cargo being loaded, except for payment of all freight, dead freight and/or extra freight, as provided in Clause 28 hereof, and to the extent provided in the "Carriage of Goods by Sea Act".

33. If the cargo cannot be loaded by reason of Riots, Civil Commotions, or of a strike or lock-out of any class of workman essential to the loading of the cargo, or by reason of obstructions or stoppages beyond the control of the Charterers on the Railways, Docks, or other loading places, or if the cargo cannot be discharged by reason of Riots, Civil Commotions, or a strike or lock-out of any class of workman essential to the discharge, no claim for damages or detention on that account shall be made by the Charterers, Receivers of the cargo, or Owners or Operators of the Vessel.

34. In the event of any conflict between the provisions of the Charter Party and Bills of Lading issued pursuant thereto, Charter Party terms shall govern.

35. Notwithstanding clause 29 hereof, in case of claims for loss, damage, or shrinkage in transit, or any other claims against the carrier, the rules and conditions governing commercial shipments and the provisions of the Carriage of Goods by Sea Act of 1936 shall not apply as to period within which notice thereof shall be given to carriers or to period within which claim therefore shall be made or suit instituted.



36. This Charter Party is subject to all provisions of the Food for Progress Act of 1985 and all applicable U.S. Department of Agriculture regulations.

37. U.S. Flag approved freight rates will be reduced to a level not higher than the Maritime Administration fair and reasonable rate in the event that originally approved vessel is substituted by a lower cost vessel to the U.S. Government.

For U.S. flag vessels loading less than a full cargo, the less than full cargo freight rate will be subject to a reduction to meet any revised Maritime Administration freight rate guideline due to vessel loading other additional cargo.

38. Each of the following loading areas are considered as a single load port: (a) Mississippi River District including but not north of Port Allen; (b) San Francisco Bay Area including Sacramento and Stockton; and (c) Columbia River District including Portland.

39. Vessel Description:

40. For each loading port, a fee of \$1,500.00 covering Charterer's protective agency services to be paid by the Owners to International Services Corp., Washington, D.C., who will appoint and pay Charterers' agents.

41. At loading, Vessel's equipment shall comply with regulations established by U.S. Public Law 85-742, Part 9 (Safety and Health Regulations for Longshoring). If longshoring are not permitted to work due to failure of the Captain and/or Owners Agents to comply with the aforementioned regulations, any delay resulting therefrom shall be for the Owners's account.

42. Owners guarantee that this vessel complies fully with the International Safety Management (ISM) Code, if required, and is in possession of a valid Document of Compliance and Safety Management Certificate and will remain so for the entirety of her employment under this Charter Party. Owners are to provide Charterers with satisfactory evidence of compliance if required to do so and to remain fully responsible for any and all consequences resulting directly or indirectly from any matters arising in connection with this vessel and the ISM Code.

43. Section 408 of the Coast Guard Authorization Act of 1998, Public Law 105-383 (46 U.S.C., Paragraph 2302(e)), establishes effective January 1, 1999, with respect to non-U.S. flag vessels and operators / owners, that substandard vessels and vessels operated by operators / owners of substandard vessels are prohibited from the carriage of government impelled (preference) cargo(es) for up to one year after such substandard determination has been published electronically.

The cargo covered by this Charter Party is a government impelled (preference) cargo. Owner has warranted that the vessel(s) and the

Owners / Operators are not disqualified to carry such government impelled (preference) cargo(es). Owner shall indemnify Charterer/USDA for any and all consequences including but not limited to fines and/or penalties and/or legal defense and/or carrying charges should either vessel(s) and/or owners / operators covered under this Charter Party be or become disqualified for carriage of such government impelled (preference) cargoes regardless of Charterer's/USDA's approval of the freight fixture covered by this Charter Party.

44. New Both-to-Blame Collision Clause, P and I Bunker Deviation Clause, and War Risk Clauses Nos. 1 and 2, as attached, are deemed to be incorporated in this Charter Party.

45. Any additional completion cargo(es) must be duly separated, and must be compatible and non-injurious to PVO's FFP cargo(es), and must be approved by Charterers/USDA. Vessel's itinerary and geographic proximity of completion cargo(es) will be taken into consideration by Charterers/USDA in approval of such part cargo(es) in order not to unduly impede delivery of PVO's cargo(es) to COUNTRY.

46. International Code for the Security of Ships and of Port Facilities (ISPS) Requirement:

(A) (i) From the date of coming into force of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) in relation to the vessel, the Owners shall procure that both the vessel and "the Company" (as defined by the ISPS Code) shall comply with the requirements of the ISPS Code relating to the vessel and "the Company". Upon request the Owners shall provide a copy of the relevant International Ship Security Certificate (or the interim International Ship Security Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO).

(ii) Except as otherwise provided in this Charter Party, loss, damage, expense or delay, excluding consequential loss, caused by failure on the part of the Owners or "the Company" to comply with the requirements of the ISPS Code or this clause shall be for the Owners' account.

(B) Owner to specify any information required from Charterers in order to comply with ISPS at time vessel tenders pre-advice notice for this cargo. The Charterers shall provide the CSO and the Ship Security Officer (SSO)/Master with their full style, contact details and any other information the Owners require to comply with the ISPS Code.

47. Non-Vessel Operating Common Carriers (NVOCC) may not be employed to carry U.S. flag or foreign flag shipments.

48. The United States Department of Agriculture Kansas City Commodity Office will pursue recovery of any cargo loss and/or cargo damage claim arising from this voyage.

49. The United States Department of Agriculture Kansas City Commodity Office's Guidelines for "Claims for over, short and damaged cargo documentation" is incorporated into this Charter Party.

OWNERS:

CHARTERERS:

By: \_\_\_\_\_

By: \_\_\_\_\_

**BOTH-TO-BLAME COLLISION CLAUSE:**

If the liability for any collision in which the vessel is involved while performing this Bill of Lading fails to be determined in accordance with the laws of the United States of America, the following clause shall apply:

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 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.

#### PROTECTION & INDEMNITY (P & I) BUNKERING

##### CLAUSE:

The vessel, in addition to all other liberties, shall have liberty, as part of the contract voyage and at any stage thereof, to proceed to any port or ports whatsoever, whether such ports are on or off the direct and/or customary route or routes to the ports of loading or discharge named in this Charter, and there take oil bunkers in any quantity in the discretion of owners even to the full capacity of fuel tanks, deep tanks and any other compartment in which oil can be carried, whether such amount is or is not required for the chartered voyage.

#### CHAMBER OF SHIPPING WAR RISK CLAUSES:

1. No Bills of Lading to be signed for any blockaded port and if the ports of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, the owner shall discharge the cargo at any other port covered by this Charter Party as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to a freight as if the ship has discharged at the port or ports of discharge to which she was originally ordered.

2. The ship 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 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 ship, 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 fulfillment of the contract voyage and the freight shall be payable accordingly.