

1. Place and date		THE DOCUMENTARY COMMITTEE OF THE JAPAN SHIPPING EXCHANGE, INC. <b>COAL CHARTER PARTY</b> CODE NAME "NIPPONCOAL"	
2. Owners/Chartered Owners/Disponent Owners		3. Charterers	
4. Vessel's name and type (also state kind of engine, and geared or gearless)		5. Flag	6. Class
7. When built	8. GRT/NRT	9. Length overall	10. Breadth moulded
11. Depth moulded	12. Total d.w. (about)	13. Summer draft	14. Present position
15. Expected date of arr. (load)	16. Laydays date (Cl.4)	17. Cancelling date (Cl.4)	
18. Loading port(s)/berth(s) and permissible draft (Cl.1)		19. Discharging port(s)/ berth(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), (state whether SHEX or SHINC), (indicate (a) or (b) regarding waiting for berth) (Cl.5)		23. Notice of readiness (disch.) (indicate when and to whom to be given) (state whether SHEX or SHINC), (indicate (a) or (b) regarding waiting for berth) (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. Discharging rate per day of 24 run. hours (state whether SHEX unless used or SHINC) (Cl.5)	
28. Demurrage rate (load.) (Cl.7 & 24)	29. Despatch Money (load.) (Cl.7)	30. Demurrage rate (disch.) (Cl.7)	31. Despatch Money (disch.) (Cl.7)
32. Demurrage and/or Despatch Money to be settled at (time and place) & in (currency) (load.) (Cl.7)		33. Demurrage and/or Despatch Money to be settled at (time and place) & in (currency) (disch.) (Cl.7)	
34. Agents (load.) (Cl.11)		35. Agents (disch.) (Cl.11)	
36. Description and quantity of cargo in bulk; also state margin percentage more or less in Owners' option (Cl.1)			
37. Freight rate per metric ton or long ton (Cl.2)		38. Mode of freight payment (Cl.2)	
39. State the means by which B/L weight to be decided, if other than draft survey is agreed (Cl.2)		40. Maximum amount of extra insurance (Cl.17)	
41. General Average to be adjusted and settled at & in (currency) (Cl.20)		42. War cancellation (state countries if Cl. 26 (a) applicable)	
43. Brokerage Commission and to whom payable (Cl.27)		44. Place of Arbitration (optional) (Cl. 28)	
		45. Numbers of additional clauses attached, if any	

**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 indicated in Box 15 at the (first) loading port 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 "Nipponcoal" Charter Party which shall include Page 1 with boxes filled in as above including possible additional clauses attached as indicated in Box 45 and Pages 2 to 4 with clauses 1 to 28 (including arbitration clause), and that typewritten provisions of Page 1 hereof shall prevail over the printed provisions of Pages 2 to 4 to the extent of any conflict between them.

For the Owners	For the Charterers
----------------	--------------------

1. Port of Loading, Cargo, Port of Discharge.	1	loading and discharging port or berth always to be done at the	93
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, 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 radio, 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 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Owners' time, risks and expenses.	94
2. Freight.	20	7. Demurrage and Despatch Money.	95
Freight shall be prepaid on Bill of Lading weight as per Boxes 37 and 38.	21	Demurrage to be paid to the Owners at the rate as stated in Box	96
Unless otherwise stated in Box 39, Bill of Lading weight shall be decided by means of the Vessel's draft survey by a licensed marine surveyor at the port or ports of loading appointed by the Charterers and such fees are free to the Owners.	22	28 as to loading and in Box 30 as to discharging per day of 24	97
Freight to be considered as earned and non-returnable upon completion of loading, the Vessel and/or the cargo lost or not lost.	23 24 25 26 27 28 29	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.	98 99 100
3. Sailing Telegrams.	30	Despatch Money to be paid to the Charterers at the rate as stated	101
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 holdwise loadable quantity of the cargo.	31	in Box 29 as to loading and in Box 31 as to discharging per day	102
Notice of expected arrival. The Master shall also give radio notices prior to the Vessel's expected time of arrival at the port or ports of loading as per Box 20.	32 33 34 35 36 37	of 24 running hours or pro rata for any part thereof for laytime saved at the port or ports of loading and/or discharge.	103
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.	38 39 40	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.	104 105 106 107
4. Laydays and Cancelling Date.	41	8. Free In and Out.	108
Laydays not to commence before the date as indicated in Box 16.	42	The Charterers to load, dump, 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.	109 110 111 112 113 114
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 it appears that the Vessel will be delayed beyond the cancelling date, the Owners may ask the Charterers by telegram whether they will exercise their option of cancelling this charterparty. Such option shall be declared at least 48 hours before the Vessel's expected time of arrival at the port of loading.	43 44 45 46 47 48 49 50 51	9. Overtime.	115
5. Loading and Discharge.	52	Overtime for loading and discharging to be for account of the party ordering the same. If overtime be ordered by Port Authorities or any Governmental Agencies, the Charterers to pay extra expenses incurred. Officers' and crew's overtime charges always to be paid by the Owners.	116 117 118 119 120
Notice of readiness, Commencement of laytime. Laytime for loading or discharge to commence at the elapse of number of hours as indicated in Box 24 or 25 after the Vessel is in all respects ready to load or discharge and notice of readiness to load or discharge is given as per Box 22 or 23.	53 54 55 56 57	10. Dues and Charges.	121
(a) If loading or discharging 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 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 at the waiting place subject to free pratique being granted prior to or on arrival at berth. Actual time occupied in moving from place of waiting to loading or discharging berth not to count as laytime.	58 59 60 61 62 63 64 65 66 67 68 69	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.	122 123 124
(b) If loading or discharging berth is not available on the Vessel's arrival at or off the port of loading or discharge or so near thereto as she may be permitted to approach, the Vessel shall be entitled to give notice of readiness on arrival there with the effect that laytime counts as if she were in berth and in all respects ready for loading or discharging provided that the Master warrants that she is in fact ready in all respects. Actual time occupied in moving from place of waiting to loading or discharging berth not to count as laytime. If after berthing the Vessel is found not to be ready in all respects to load or discharge, the actual time lost from the discovery thereof until she is in fact ready to load or discharge shall not count as laytime.	70 71 72 73 74 75 76 77 78 79 80 81 82	11. Agency.	125
If the loading or discharge be commenced earlier, laytime shall count from actual commencement.	83	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.	126 127 128
Time for loading or discharge. Cargo to be loaded and discharged, respectively, at the average rate as stated in Box 26 or 27, weather permitting. Laytime for loading and discharge, respectively, 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 loading and discharge to be non-reversible.	84 85 86 87 88 89 90	12. Stevedore Damage.	129
6. Time and Expense for Opening and Closing Hatches.	91	Any damage (beyond ordinary wear and tear) to any part of the Vessel caused by stevedores at both ends shall be settled directly between the Owners and stevedores, and the Charterers shall cooperate for early settlement of the damage.	130 131 132 133
The operation of first opening and last closing of hatches at each	92	13. Deviation.	134
		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.	135 136 137 138 139
		14. Bills of Lading.	140
		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.	141 142 143 144 145
		15. Responsibilities and Exceptions.	146
		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 shall apply to this charterparty and to any Bill of Lading issued hereunder.	147 148 149 150 151
		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.	152 153 154 155 156
		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.	157 158 159 160
		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 or while the goods are in the charge of another owner nor in respect of deck cargo and live animals.	161 162 163 164
		Save to the extent otherwise in this charterparty 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.	165 166 167 168 169 170 171
		16. Owners' Lien.	172
		The Owners shall have a lien on the cargo for freight, dead-freight, demurrage and damages for detention. The Charterers shall remain responsible for dead-freight and demurrage (including damages for detention), incurred at port of loading and shall also remain responsible for freight and demurrage (including damages for detention) incurred at port of discharge.	173 174 175 176 177 178

Indicate either (a) or (b) in Box 22 and Box 23. If no indication is made, (a) is to apply.

<b>17. Extra Insurance.</b>	179	<b>24. Ice.</b>	270
Any extra insurance on cargo on account of the Vessel's age and/or flag and/or class shall be for the Owners' account. Unless a maximum amount has been agreed in Box 40, such extra insurance shall not exceed the lowest extra premium which would be charged for the Vessel and voyage in the London insurance market.	180 181 182 183 184 185	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. Unless the Charterers have given such orders within the next business day after receipt of request, this charterparty shall become null and void. Where loading is made at any port or ports or place or places in accordance with the revised orders, freight shall be increased or decreased in proportion 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 the liberty to leave the port with whatever quantity of cargo he has on board, and must proceed to the destination with the said cargo on board, (freight payable on loaded quantity only), having liberty to complete with other cargo on the way for the Owners' account, in which case separation, if required for avoiding contamination, to be at the Owners' risks and expenses.	271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296
<b>18. Sublet.</b>	186	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.	297 298 299 300 301 302 303 304 305 306 307 308 309 310 311
The Charterers shall have the option of subletting whole or part of the Vessel, they remaining responsible for due fulfilment of this charterparty.	187 188 189	<b>25. War Risks.</b>	312
<b>19. Substitution.</b>	190	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.	313 314 315 316
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.	191 192 193 194	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 i) 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 ii) 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 port 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.	317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337
<b>20. General Average.</b>	195	If part cargo has already been loaded and the Charterers have not given such declaration, 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 in which case separation, if required for avoiding contamination, to be at the Owners' risks and expenses.	338 339 340 341 342 343
General average to be adjusted and settled according to York-Antwerp Rules, 1994 or any modification thereof, as per Box 41.	196 197	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 in which case separation, if required for avoiding contamination, to be at the Owners' risks and expenses.	344 345 346 347 348 349 350 351 352 353
<b>21. Strike.</b>	198	If 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.	354 355 356 357 358 359
If there is a strike or lock-out affecting the loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laytime as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within the next business day after receipt of the request, the Owners shall have the option of cancelling this charterparty. If part cargo has already been loaded and the Charterers have not given such declaration, 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 in which case separation, if required for avoiding contamination, to be at the Owners' risks and expenses.	199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215	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	360 361 362 363 364 365 366
In any event, however, the Owners are entitled to keep the Vessel waiting at the loading port without time counting.	216		
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, the Charterers shall have the option of (a) keeping the Vessel waiting against paying half demurrage without time counting until the moment when such strike or lock-out is at an end (unless the Vessel is already on demurrage in which event full demurrage remains payable), or (b) ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. 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. Shifting time between ports not to count even if the Vessel is already on demurrage.	217 218 219 220 221 222 223 224 225 226 227 228 229 230 231		
<b>22. Both-to-Blame Collision Clause.</b>	232		
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. Charterers shall procure that all Bills of Lading issued under this charterparty shall contain this clause.	233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250		
<b>23. New Jason Clause.</b>	251		
In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Owners are 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 belonged 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. Charterers shall procure that all Bills of Lading issued under this charterparty shall contain this clause.	252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269		

such extra expenses.

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

If by reason of or in compliance with any such 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 this charterparty 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.

367	<b>26. War Clause.</b>	396
368	<i>(Section (a) and (b) are optional but section (b) to apply if</i>	397
369	<i>section (a) not specifically agreed in Box 42.)</i>	398
370	<b>(a)</b> In the event of war involving two or more of the countries as	399
371	indicated in Box 42, either party to have the right to cancel this	400
372	charterparty.	401
373	<b>(b)</b> If a world war breaks out or a situation arises that is similar	402
374	to a world war, either party shall have the right to cancel this	403
375	charterparty.	404
376		
377	<b>27. Brokerage.</b>	405
378	A commission of the number of percentage as stated in Box 43	406
379	on the earned amount of freight, dead-freight and demurrage is	407
380	payable by the Owners as per Box 43.	408
381		
382	<b>28. Arbitration.</b>	409
383	Unless otherwise indicated in Box 44, any dispute arising from	410
384	this charterparty shall be submitted to arbitration held in Tokyo	411
385	by the Japan Shipping Exchange, Inc., in accordance with the	412
386	provisions of the Maritime Arbitration Rules of the Japan	413
387	Shipping Exchange, Inc., and the award given by the arbitrators	414
388	shall be final and binding on both parties.	415
389	If any place other than Tokyo is indicated in Box 44, any dispute	416
390	arising from this charterparty shall be referred to Arbitration at	417
391	the place or before the arbitration tribunal indicated in Box 44,	418
392	subject to the law and procedures applicable there.	419
393		
394		
395		