

Issued by the Documentary Committee of The Japan Shipping Exchange, Inc., Tokyo 26/8/1983.

Adopted by the Documentary Council of The Baltic and International Maritime Conference (BIMCO), Copenhagen.

1. Place and date		THE DOCUMENTARY COMMITTEE OF THE JAPAN SHIPPING EXCHANGE, INC. COAL CHARTER PARTY 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 -- SHINC) (Cl. 5)		27. Discharging rate per day of 24 run. hours (state whether SHEX unless used -- 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 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 and following 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 and following to the extent of any conflict between them.

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

"Nipponcoal" Charter Party

- 1. Port of Loading, Cargo, Port of Discharge.** 1
The said Vessel, being suitable for mechanical loading and grab 2
discharge, shall with all convenient speed sail and proceed to the 3
loading port or ports inserted in Box 18, and there load, always 4
safe and afloat provided that the Vessel's draft does not exceed 5
the permissible draft as indicated in Box 18, in the customary 6
manner, as and where ordered by the Agents of the Charterers a 7
full and complete cargo as described in Box 36. Being so loaded 8
the Vessel shall therewith proceed with all convenient speed to 9
the discharging port or ports inserted in Box 19 as ordered on 10
signing Bills of Lading, but the Charterers shall latest number of 11
days as indicated in Box 19 before the Vessel's expected arrival 12
at the port of discharge have liberty to require the Owners to 13
order the Vessel to another port named herein or within the 14
range specified herein by telegram or radio, and there discharge 15
the cargo always safe and afloat provided that the Vessel's draft 16
does not exceed the permissible draft as indicated in Box 19, as 17
customary alongside any wharf and/or craft as directed by the 18
Charterers. 19
- 2. Freight.** 20
Freight shall be prepaid on Bill of Lading weight as per Boxes 37 21
and 38. 22
Unless otherwise stated in Box 39, Bill of Lading weight shall be 23
decided by means of the Vessel's draft survey by a licensed 24
marine surveyor at the port or ports of loading appointed by the 25
Charterers and such fees are free to the Owners. 26
Freight to be considered as earned and non-returnable upon 27
completion of loading, the Vessel and/or the cargo lost or not 28
lost. 29
- 3. Sailing Telegrams.** 30
On sailing from the last port for the port of loading the Owners 31
or the Master shall telegraph to the party as indicated in Box 20 32
stating expected date of arrival and approximate holdwise load- 33
able quantity of the cargo. 34
Notice of expected arrival. The Master shall also give radio 35
notices prior to the Vessel's expected time of arrival at the port 36
or ports of loading as per Box 20. 37
The Owners or the Master shall telegraph prior to the Vessel's 38
expected time of arrival at the port or ports of discharge as per 39
Box 21. 40
- 4. Laydays and Cancelling Date.** 41
Laydays not to commence before the date as indicated in Box 42
16. 43
The Charterers shall have the option of cancelling this charter- 44
party if the Vessel be not ready to load on or before the 45
cancelling date as indicated in Box 17. If it appears that the 46
Vessel will be delayed beyond the cancelling date, the Owners 47
may ask the Charterers by telegram whether they will exercise 48
their option of cancelling this charterparty. Such option shall be 49
declared at least 48 hours before the Vessel's expected time of 50
arrival at the port of loading. 51
- 5. Loading and Discharge.** 52
Notice of readiness, Commencement of laytime. Laytime for 53
loading or discharge to commence at the elapse of number of 54
hours as indicated in Box 24 or 25 after the Vessel is in all 55
respects ready to load or discharge and notice of readiness to 56
load or discharge is given as per Box 22 or 23. 57
(a) If loading or discharging berth be occupied and the Vessel be 58
compelled to wait for berth on the Vessel's arrival at or off 59
the port of loading or discharge or so near thereto as she may 60
be permitted to approach, the Vessel shall be entitled to give 61
notice of readiness after arrival there provided that free 62
- pratique has been granted. But, if the Vessel be compelled to 63
wait for berth outside the quarantine area by an order of port 64
authorities, the Vessel shall be entitled to give notice of 65
readiness after arrival at the waiting place subject to free 66
pratique being granted prior to or on arrival at berth. Actual 67
time occupied in moving from place of waiting to loading or 68
discharging berth not to count as laytime. 69
(b) If loading or discharging berth is not available on the Vessel's 70
arrival at or off the port of loading or discharge or so near 71
thereto as she may be permitted to approach, the Vessel shall 72
be entitled to give notice of readiness on arrival there with the 73
effect that laytime counts as if she were in berth and in all 74
respects ready for loading or discharging provided that the 75
Master warrants that she is in fact ready in all respects. 76
Actual time occupied in moving from place of waiting to 77
loading or discharging berth not to count as laytime. If after 78
berthing the Vessel is found not to be ready in all respects to 79
load or discharge, the actual time lost from the discovery 80
thereof until she is in fact ready to load or discharge shall not 81
count as laytime. 82
- Indicate either (a) or (b) in Box 22 and Box 23.*
If no indication is made, (a) is to apply.
- If the loading or discharge be commenced earlier, laytime shall 83
count from actual commencement. 84
Time for loading or discharge. Cargo to be loaded and 85
discharged, respectively, at the average rate as stated in Box 26 86
or 27, weather permitting. Laytime for loading and discharge, 87
respectively, to be calculated on the basis of Bill of Lading 88
weight decided as per clause 2 at the port or ports of loading. 89
Laytime for loading and discharge to be non-reversible. 90
- 6. Time and Expense for Opening and Closing Hatches.** 91
The operation of first opening and last closing of hatches at each 92
loading and discharging port or berth always to be done at the 93
Owners' time, risks and expenses. 94
- 7. Demurrage and Despatch Money.** 95
Demurrage to be paid to the Owners at the rate as stated in Box 96
28 as to loading and in Box 30 as to discharging per day of 24 97
running hours or pro rata for any part thereof for all time used 98
in excess of laytime at the port or ports of loading and/or 99
discharge. 100
Despatch Money to be paid to the Charterers at the rate as stated 101
in Box 29 as to loading and in Box 31 as to discharging per day 102
of 24 running hours or pro rata for any part thereof for laytime 103
saved at the port or ports of loading and/or discharge. 104
Demurrage and/or Despatch Money at the port or ports of 105
loading to be settled as per Box 32 and at the port or ports of 106
discharge as per Box 33. 107
- 8. Free In and Out.** 108
The Charterers to load, dump, spout-trim to the Master's 109
satisfaction and discharge the cargo free of risks and expenses to 110
the Owners. The Charterers to have the liberty of working all 111
available hatches as determined by the Master. The Vessel, if 112
required, to supply light for night work on board free of 113
expenses to the Charterers. 114
- 9. Overtime.** 115
Overtime for loading and discharging to be for account of the 116
party ordering the same. If overtime be ordered by Port 117
Authorities or any Governmental Agencies, the Charterers 118
to pay extra expenses incurred. Officers' and crew's overtime 119

"Nipponcoal" Charter Party

charges always to be paid by the Owners.	120		
10. Dues and Charges.	121	17. Extra Insurance.	179
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	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
11. Agency.	125	18. Sublet.	186
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	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
12. Stevedore Damage.	129	19. Substitution.	190
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 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
13. Deviation.	134	20. General Average.	195
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	General average to be adjusted and settled according to York-Antwerp Rules, 1974 as per Box 41.	196 197
14. Bills of Lading.	140	21. Strike.	198
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	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. In any event, however, the Owners are entitled to keep the Vessel waiting at the loading port without time counting.	199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215
15. Responsibilities and Exceptions.	146	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 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 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.	216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231
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	22. Both-to-Blame Collision Clause.	232
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	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	233 234 235 236 237

"Nipponcoal" Charter Party

this latter event the Owners shall have a lien on the cargo for all such extra expenses. 366 367

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. 371 372 373 374 375 376 377 378 379 380

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. 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395

26. War Clause. 396

(Section (a) and (b) are optional but section (b) to apply if section (a) not specifically agreed in Box 42.) 397 398

(a) In the event of war involving two or more of the countries as indicated in Box 42, either party to have the right to cancel this charterparty. 399 400 401

(b) If a world war breaks out or a situation arises that is similar to a world war, either party shall have the right to cancel this charterparty. 402 403 404

27. Brokerage. 405

A commission of the number of percentage as stated in Box 43 on the earned amount of freight, dead-freight and demurrage is payable by the Owners as per Box 43. 406 407 408

28. Arbitration. 409

Unless otherwise indicated in Box 44, any dispute arising from this charterparty shall be submitted to arbitration held in Tokyo by the Japan Shipping Exchange, Inc., in accordance with the provisions of the Maritime Arbitration Rules of the Japan Shipping Exchange, Inc., and the award given by the arbitrators shall be final and binding on both parties. 410 411 412 413 414 415

If any place other than Tokyo is indicated in Box 44, any dispute arising from this charterparty shall be referred to Arbitration at the place or before the arbitration tribunal indicated in Box 44, subject to the law and procedures applicable there. 416 417 418 419