

Standardizirani obrasci

Ugovori o prijevozu tereta
morem



GENCON

A faint, stylized illustration of a balance scale is visible in the background. The scale is tilted, with the right pan hanging lower than the left pan. The entire image has a dark blue gradient background.

Preporuka BIMCO-a
Generalni teret



1. Shipbroker

RECOMMENDED
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL
UNIFORM GENERAL CHARTER (AS REVISED 1922, 1976 and 1994)
(To be used for trades for which no specially approved form is in force)
CODE NAME: "GENCON"

Part I

2. Place and date

3. Owners/Place of business (Cl. 1)

4. Charterers/Place of business (Cl. 1)

5. Vessel's name (Cl. 1)

6. GT/NT (Cl. 1)

7. DWT all told on summer load line in metric tons (abt.) (Cl. 1)

8. Present position (Cl. 1)

9. Expected ready to load (abt.) (Cl. 1)

10. Loading port or place (Cl. 1)

11. Discharging port or place (Cl. 1)

12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1)	
13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4)	14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4)
15. State if vessel's cargo handling gear shall not be used (Cl. 5)	16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b). If total laytime for load. and disch., fill in c) only) (Cl. 6)
17. Shippers/Place of business (Cl. 6)	a) Laytime for loading
18. Agents (loading) (Cl. 6)	b) Laytime for discharging
19. Agents (discharging) (Cl. 6)	c) Total laytime for loading and discharging

20. Demurrage rate and manner payable (loading and discharging) (Cl. 7)	21. Cancelling date (Cl. 9)
	22. General Average to be adjusted at (Cl. 12)
23. Freight Tax (state if for the Owners' account) (Cl. 13 (c))	24. Brokerage commission and to whom payable (Cl. 15)
25. Law and Arbitration (state 19 (a), 19 (b) or 19 (c) of Cl. 19; if 19 (c) agreed also state Place of Arbitration) (if not filled in 19 (a) shall apply) (Cl. 19)	
(a) State maximum amount for small claims/shortened arbitration (Cl. 19)	26. Additional clauses covering special provisions, if agreed

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter Party which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

Signature (Owners)	Signature (Charterers)
--------------------	------------------------



GASVOY

Za prijevoz plina

**PART I**

Date	BIMCO Standard Gas Voyage Charter Party For the LPG, Ammonia and Liquefied Petrochemical Gas Trades Code Name: GASVOY 2005
------	---

Owners	Charterers
Name	Name
Address	Address
Tel., Fax, E-mail	Tel., Fax, E-mail

A. Vessel Details

Name	Flag	Built/Year
Classification Society	Classed	Summer Draft
CBM (100%)	LOA	Beam

B. Cargo

Grade
Quantity
Temperature
Pressure

C. Presentation Last Cargo
D. Loading Range/Place(s) If Range, Place(s) declarable prior to
E. Discharge Range/Place(s) If Range, Place(s) declarable prior to
F. Laydays/Cancelling date
G. (i) Freight Rate (ii) Payment Details (iii) Payable Before Breaking Bulk or On Delivery (state which applies)
H. Laytime (SHINC)
I. Demurrage Rate / Day

J. Commission

K. Dispute Resolution (a) English Law/London Arbitration* ☐
(b) US Law/New York Arbitration* ☐
(c) Law and Place of Arbitration as agreed* ☐
As per Clause 29 of PART II
* Tick ☒ Box (a), (b) or (c) to indicate choice.
If Box (c) is selected, state law and place of arbitration:

L. The Charter Party Administration Clause as per Clause 31 shall NOT apply unless the parties have ticked this box ☐

M. Additional Clauses numbered to as attached shall form an integral part of PART I

It is mutually agreed that this Charter Party shall be performed subject to the terms and conditions contained in PART I as well as PART II of GASVOY 2005 Charter Party as attached hereto. In the event of a conflict, the provisions of PART I shall prevail over those of PART II to the extent of such conflict.

Signature (Owners)

Signature (Charterers)

Reproduced from the BIMCO Bulletin 2005



BIMCO CP

Ugovor za bilo koji teret



1. Shipbroker	THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO) STANDARD SLOT CHARTER PARTY CODE NAME: "SLOTHIRE" PART I
	2. Place and date
3. Owners/Address	4. Charterers/Address
5. Vessel	6. Call Sign
7. Slot Allocation (state no. of TEUs) (Cl. 1)	8. Weight Allocation (state maximum total weight of Containers) (Cl. 1)
9. State no. of Containers to be connected to Vessel's refrigerating machinery/ power supply (Cl. 1)	10. Vessel's Itinerary (Cl. 6)
11. Commencement Date and Place (Cl. 2)	
12. Termination (state period of notice of termination) (Cl. 2)	
13. Notice (state earliest date on which notice of termination may be given) (Cl. 2)	
14. State port and date, or scheduled period (Cl. 2)	

15. Slot Charter Hire (FIOS) per voyage (Cl. 5)	16. Additional amount (per day) payable for each Container receiving a supply of power from the Vessel (Cl. 5)
	17. Place of payment; also state beneficiary and bank account (Cl. 5)
18. Latest payment date (Cl. 5)	19. Interest rate per annum (Cl. 5)
20. Charterers' maximum claim settlement authority (Cl. 15(d))	
21. General Average to be adjusted at (Cl. 19)	22. Brokerage commission and to whom payable
23. Law and Arbitration (state (a), (b) or (c) of Cl. 23; if (c) agreed also state Place of Arbitration) (Cl. 23)	24. Number of additional clauses covering special provisions

is mutually agreed that this Contract shall be performed in accordance with the conditions in PART I including additional clauses, if any agreed and stated in Box 23, and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Owners)

Signature (Charterers)

PART II

"SLOTHIRE" Standard Slot Charter Party

It is agreed on the date as indicated in Box 2 between the party named in Box 3 (hereinafter referred to as "the Owners") of the Vessel named in Box 5 and with the call sign as stated in Box 6, and the party named in Box 4 (hereinafter referred to as "the Charterers") as follows:

Definitions

In this Slot Charter Party, the following words shall have the meanings hereby assigned to them:

"TEU" means a Twenty Foot Equivalent Unit.

"Slot" means the space on board the Vessel necessary to accommodate one TEU.

"Container" means any Standard ISO Container.

"Goods" means the whole or any part of the cargo received from the Charterers and includes any Container not owned or hired by the Charterers.

"Sub-contractor" shall include direct and/or indirect sub-contractors and/or their respective servants and agents.

1. Slot and Weight Allocation

(a) The Owners shall let and the Charterers shall hire the number of Slots as agreed in Box 7 for the carriage of Goods and Containers, of which the number of Containers as indicated in Box 9 may be connected to the Vessel's refrigerating machinery and/or power supply, provided that the total weight of said Goods and Containers does not exceed the weight shown in Box 8.

(b) Slots shall be available to the Charterers on a voyage basis as specified in Box 15 and may be used by the Charterers for the carriage of Goods and Containers between all the specified ports.

(c) The Owners shall have free use of any Slot or weight allocation unused by the Charterers on any voyage leg, provided that such Slot or weight allocation is available to the Charterers at the next port at which the Charterers are entitled to load.

2. Period

This Slot Charter Party shall commence on the date and at the place shown in Box 11 and shall terminate upon either party giving notice in writing as agreed in Box 12, which notice shall not be given before the date agreed in Box 13. Alternatively, the parties may agree that the termination of this Slot Charter Party shall be effected upon discharge at a port and on a scheduled date or within a scheduled period as agreed in Box 14.

6. Itinerary

(a) The schedule of the itinerary as specified in Box 10 shall be advised to the Charterers as early as possible together with prompt advice of any amendments thereto.

(b) The Owners shall be entitled to exercise the liberty to deviate as provided in the Hague-Visby Rules at any time without notice to the Charterers. However, if during the course of a voyage the Vessel should deviate in circumstances which are not permitted by a bill of lading or other contract of carriage covering Goods for which the Charterers have used a Slot, the Owners shall indemnify the Charterers for any liability thereby incurred, unless the Owners have given at least 48 hours prior notice to the Charterers of such intended deviation, in which case this indemnity shall not operate.

7. Opening Containers

The Owners shall be entitled at any time to open any Container or package and to inspect the contents. Any Container opened must be re-sealed and the Charterers advised accordingly.

8. Stowaways

Any costs incurred in respect of stowaways shall be for the Owners' account, unless it can be established that the means by which the stowaways gained access to the Vessel was by secreting away in the Charterers' Goods and/or Containers prior to loading, in which case all such costs shall be for the Charterers' account.

9. Drugs

In the event that contraband and/or unmanifested drugs or goods are found to have been shipped as part of the Charterers' Goods and/or in the Charterers' Containers on board the Vessel, any fines or imposts levied and legal and all other costs incurred, including but not limited to, loss of time for the Vessel shall be for the Charterers' account and the Charterers shall, on demand, provide the security required to enable the Vessel to sail. However, if it can be established that the presence of contraband and/or unmanifested drugs or goods was due solely to the act, neglect or default by the Owners, their servants, agents or Sub-contractors, such fines or imposts levied and legal and other costs incurred shall be for the Owners' account.

10. Repairs

within a scheduled period as agreed in Box 14.	36	10. Repairs	108
3. Trading Limits	37	The Owners shall have liberty to take the Vessel out of service for	109
The Vessel shall be employed in lawful trades within the Institute Warranty	38	maintenance and repairs, with reasonable notice to the Charterers.	110
Limits for the carriage of lawful merchandise.	39	11. Owners' Obligations	111
4. Permitted Cargoes	40	(a) The Owners shall arrange for the loading onto, securing and discharging	112
Except as provided below, the Slots shall be used exclusively for the carriage	41	from the Vessel of the Charterers' Goods and Containers as agent for,	113
of Goods properly packed and stowed in Containers complying with the	42	and for the account of, the Charterers.	114
International Convention for Safe Containers. The following items may only	43	(b) If required by the Charterers, the Owners shall sign a receipt for the tally	115
be shipped with the prior approval of the Owners (see also Clause 12):	44	of Goods and Containers loaded on board the Vessel at each port of	116
(a) Uncontainerised Goods	45	loading. In the absence of such receipt, both parties agree to accept	117
(b) Containers of Non-Standard Sizes and Specifications	46	terminal tallies as conclusive evidence of the tally of Goods and	118
(c) Live Animals	47	Containers loaded and discharged.	119
(d) Hazardous Goods, provided also that such Goods are loaded,	48	(c) During the voyage, the Master and Engineer shall keep full and correct	120
stowed, discharged and documented in accordance with IMO	49	logs and adequate records concerning the care and condition of the	121
Regulations	50	Goods and Containers and all such logs and records shall be accessible	122
(e) Radioactive Materials	51	to the Charterers or their agents.	123
provided that	52	12. Charterers' Obligations	124
(i) previous written full particulars of such Goods have been given	53	(a) The Charterers shall provide such information and/or documentation	125
to the Owners by or on behalf of the Charterers and;	54	and comply with the Owners' procedures in relation to any Goods and	126
(ii) all the relevant requirements and recommendations and the law	55	Containers under this Slot Charter Party as the Owners may reasonably	127
in force in the port of loading and discharge and any	56	require and the Charterers warrant that such information and/or	128
intermediate scheduled port of call as well as the law of the	57	documentation shall be complete, accurate and in time for loading/	129
country in which the Vessel is registered, have been complied	58	discharging operations to be planned.	130
with	59	(b) The Charterers shall undertake that all Goods and Containers within the	131
(iii) the carriage of such Goods is not excluded under the Owners'	60	Charterers' allocation shall be delivered at the loading terminal at least	132
P&I cover.	61	24 hours before the arrival of the Vessel.	133
5. Slot Charter Hire	62	13. Indemnity and Agency	134
Slot Charter Hire at the rate shown in Box 15 and an additional amount (per	63	(a) The Charterers undertake that no claim or allegation shall be made	135
day) indicated in Box 16 for each Container receiving a supply of power from	64	against the Owners or any servant, agent or Sub-contractor of the	136
the Vessel, if any, shall be payable at the place indicated in Box 17 within the	65	Owners by any person whomsoever, other than the Charterers, which	137
number of days shown in Box 18 after commencement of the voyage. Such	66	imposes or attempts to impose upon the Owners or any such servant,	138
Slot Charter Hire and additional amount, if any, shall be deemed earned upon	67	agent or Sub-contractor or any Vessel owned by any of them, any liability	139
the commencement of the voyage, irrespective of the number of Slots used,	68	whatsoever in connection with Goods and Containers, or their carriage,	140
and shall be non-returnable in any event.	69	(even if such liability arises wholly or in part by reason of the act, neglect	141
Late payment shall entitle the Owners to an interest rate per annum as agreed	70	or default of the Owners or of such servant, agent or Sub-contractor), and	142
in Box 19. If Box 19 has not been filled in, the official discount rate on bills of	71	in the event of any such claim or allegation nevertheless being made, the	143
exchange as valid at the place of payment indicated in Box 17, increased by 3	72	Charterers shall indemnify the Owners and such servant, agent or Sub-	144
per cent., shall apply.	73	contractor against all consequences whatsoever thereof.	145
		The Charterers further undertake that bills of lading issued for the	146

14. Owners' Responsibilities and Liabilities	184
Except as otherwise provided elsewhere in this Slot Charter Party, the responsibilities and liabilities of the Owners shall be as follows:	185
(a) The Owners shall be responsible for the seaworthiness of the Vessel in accordance with Article III Rule 1 and Article IV Rule 1 of the Hague-Visby Rules and for all purposes in connection with this Slot Charter Party they shall be entitled to the rights and immunities set out in Article IV Rules 2, 4 and 6 of the said Hague-Visby Rules.	187
(b) Subject to sub-clause 14(a), the Owners shall be responsible for the proper and careful carriage, custody and care of the Goods and Containers whilst on board the Vessel, and for discharging, handling and storing Goods and Containers discharged solely in order to be re-loaded or in order to load or discharge other goods and containers, and for re-loading and re-stowing the same.	188
(c) The Owners shall provide electrical power to integral refrigerated Containers and to refrigeration clip-on units attached to insulated Containers shipped on the Vessel. The Owners shall use all reasonable endeavours to monitor and record the performance of all such units whilst on board, and, at the expense of the Charterers, to repair and rectify any breakdown, fault or deficiency which may occur in respect of such units, using the resources on board the Vessel. If such resources are insufficient, the Owners, at the expense of the Charterers, shall use all reasonable endeavours promptly to obtain any required spares or specialised repair facilities. Except as provided above, the Owners shall not be liable for malfunctioning of integral refrigerated Containers and power packs put on board by the Charterers.	191
(d) The liability of the Owners under this Clause shall be subject to Article III Rule 6 (including 6bis) of the Hague-Visby Rules.	192
(e) In respect of loss of or damage to Containers owned or hired by the Charterers, the quantum of liability of the Owners shall not in any event exceed the lesser of the reasonable cost of repair or market value of the Container, however, the Charterers shall make no claim for damage to any Container of less than USD 500 on any one voyage.	193
(f) In respect of loss of or damage to Goods, the quantum of liability of the Owners shall be determined as follows:	194
(i) If the port of loading is in a country which is a party to the Hague-Visby Rules the quantum of liability of the Owners to the Charterers shall be determined by the relevant legislation of that country as if this Slot Charter Party were a Bill of Lading with no declaration of value.	195
(ii) If the port of loading is in a country which is a party to the Hague-Visby Rules the quantum of liability of the Owners to the Charterers shall be determined by the relevant legislation of that country as if this Slot Charter Party were a Bill of Lading with no declaration of value.	196
(d) Whenever possible, the Charterers shall give all reasonable facilities to the Owners for inspecting damaged Goods and Containers for which they intend to seek reimbursement from the Owners.	197
(e) The Charterers shall make no payment in excess of the amount as stated in Box 20 in settlement of a claim for which they will seek recovery from the Owners without prior notice to the Owners. The Owners authorise the Charterers to grant extensions of time in respect of such claims provided the Charterers give the Owners immediate notice thereof.	198
(f) In any event, the Charterers shall be discharged from all liabilities arising under this Slot Charter Party unless suit is brought within 15 months of the occurrence of the incident giving rise to the liability or the date upon which the Owners became aware of such occurrence.	199
15. Mutual Exemption Clause	200
(a) Neither the Owners nor the Charterers shall be responsible for any loss or damage or delay or failure in performance under this Slot Charter Party resulting from Act of God, war, civil commotion, quarantine, strikes, lock-outs, arrest or restraint of princes, rulers and peoples or any other event whatsoever which cannot be avoided or guarded against.	201
(b) Except as elsewhere provided, neither the Owners nor the Charterers shall be responsible for any indirect or consequential loss, including but not limited to damage or decline in the market value of the Vessel or Goods during delays, loss of profit or loss of business opportunities in respect of any claim that the one may have against the other.	202
16. Lien	203
The Owners shall have a lien, including after discharge, upon the Charterers' Goods and Containers for all sums due to the Owners from the Charterers, their servants, agents, Sub-contractors or principals in respect of services provided by the Owners to the Charterers under the terms of this Slot Charter Party.	204
17. Dues, Charges and Taxes	205
(a) The Owners shall pay all dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.	206
(b) The Charterers shall pay all dues, charges, duties and taxes customarily levied on or in connection with the Goods, howsoever the amount thereof may be assessed.	207

levied on the Goods and/or Containers, howsoever the amount thereof
may be assessed.

19. General Average

General Average shall be adjusted at the place as indicated in Box 21 according to the York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof. Slot Charter Hire shall not contribute to General Average. The Owners authorise and empower the Charterers to act as the agents of the Owners in the collection of General Average security. The Charterers shall guarantee the contributions properly due to the Owners in respect of:

- (a) Goods for which the Charterers are the contracting carrier unless such Goods are delivered to the Charterers prior to notice being given by the Owners to the Charterers that General Average security is required; and
- (b) Containers shipped by the Charterers under this Slot Charter Party.

20. Salvage

In the event of the Vessel needing to engage salvage services and in order to secure the release of Goods and/or Containers for on-carriage, the Owners shall be required to give any undertaking to salvors to assist in the collection of security and not to release Goods and/or Containers until acceptable salvage security has been provided. The Charterers shall guarantee to the Owners that the requirements of such undertaking will be met in respect of Goods, for which the Charterers are the contracting carrier and Containers shipped by the Charterers under this Slot Charter Party, provided that these requirements are notified to the Charterers prior to the delivery of the Goods and/or Containers to the Charterers.

21. Deck Carriage

Goods and Containers may be carried on deck and shall contribute in General Average whether carried on or under deck.

22. Sub-letting

The Charterers shall not assign this Slot Charter Party and shall not sub-let the Slots without the prior approval of the Owners.

23. Law and Arbitration

- *) (a) This Slot Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of this Slot Charter Party shall be referred to arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force, one arbitrator being appointed by each party. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single Arbitrator appointed shall apply. If two Arbitrators properly appointed shall not agree they shall appoint an umpire whose decision shall be final. The Arbitrators shall be commercial men engaged in shipping.
- *) (b) This Slot Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and should any dispute arise out of this Slot Charter Party, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final and for purpose of enforcing any award, this agreement may be made a rule of the Court. The Arbitrators shall be commercial men engaged in shipping.
- *) (c) Any dispute arising out of this Slot Charter Party shall be referred to arbitration at the place indicated in Box 23, subject to the procedures applicable there. The laws of the place indicated in Box 23 shall govern this Slot Charter Party.
- (d) If Box 23 in PART I is not filled in, sub-clause (a) of this Clause shall apply.
- *) (a), (b) and (c) are alternatives; indicate alternative agreed in Box 23.

A faint, stylized illustration of a balance scale is visible in the background. The scale is tilted, with the right pan hanging lower than the left pan. The entire image has a dark blue gradient background.

Amwelsh

Ugovor o prijevozu ugljena

Code Name: "AMWELSH 93"

Recommended by:
The Baltic and International Maritime Council (BIMCO)
The Federation of National Associations of
Ship Brokers and Agents (FONASBA)



AMERICANIZED WELSH COAL CHARTER[®]

Issued by the Association of Ship Brokers and Agents (U.S.A.), Inc.

New York - 1953; Amended 1979; Revised 1993

Draft Copy

THIS CHARTER PARTY, made and concluded in	1
this day of 19	2
Between	3
	4
<u>Owners</u> of the (flag) Vessel	5
of , built (year) at (where)	6
of tons of 1000 kilos total deadweight on summer freeboard, inclusive of bunkers,	7
classed in and registered	8
at under No The Vessel's length overall is	9
and beam is The Vessel's fully laden draft on summer	10
freeboard is now and	11
	12

Charterers

of the city of

1. Loading Port(s)/Discharging Port(s)

That the said Vessel being tight, staunch and strong, and in every way fit for the voyage, shall, with all convenient speed, proceed to

and there load, always afloat, and in the customary manner from the Charterers, in such safe berth as they shall direct, a full and complete cargo of coal tons of 2240 lbs/1000 kilos* % more or less in the Owners' option; and being so loaded, shall therefrom proceed, with all convenient speed, to or so near thereunto as she can safely get, and there deliver her cargo, as ordered by the Charterers, where she can safely deliver it, always afloat, on having been paid freight at the rate of US \$ per ton of 2240 lbs/1000 kilos* on bill of lading quantity.

**) Delete as appropriate*

2. Freight Payment

The FREIGHT shall be paid in