

SHIPPING DESK 2018

Çolakođlu Metalurji A.Ş. / İstanbul

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Nazım Karadađ

Armabulk Denizcilik ve Ticaret LTD.



TOPICS

TRADE

INCOTERMS

INSURANCE

BILL of LADING

SHIPS

CHARTER PARTIES

RECAP

LAYTIME

ABBREVIATIONS

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CONTRACT OF AFFREIGHTMENT

Recapitulating the terms of an affreightment contract in a short form is called "RECAP".

SAMPLE RECAP

SUB STEM FIXTURE RECAP

m/v "BBC Portugal" or others substituted in owners option
DWAT/DWCC S/W: abt 3500/3000/2900 mt
GT / NT: Abt. 2545 / 1372
Draft ssw: abt 5,52 m
Flag: Antigua & Barbuda
Classification: GL 100 A5 E G + MC E AUT
Length o.a.: abt. 88,55 m
Length b.p.: abt. 81,00 m
Breadth moulded: abt. 12,80 m
blt 2002 Builder: Slonvenske Lodenice A.S., Kormano / Slovakia
Type: Multi Purpose Tweendecker Vessel
Height abv keel: abt 26,10 m
No. of Ho / Ha: 1/1
Type of Hatches: Multifold Crocodile (Mac Gregor)
Holds / Hatches: 1 / 1
Hold: abt. 56,55 x 10,20 x 8,10 m
Hatch: abt. 56,55 x 10,20 m
Height lower hold: abt 3,30 / 2,20 m
Height upper hold: abt 4,20 / 5,30 m
Grain Capacity: abt. 160000 cbft
Geared 2 x 35 mt, comb 70 mt
Deck Strength: Tanktop 20 mt / sqm
ALL DETS WOG

As the vessel is nominated under weather permitting, all going well, unforeseen conditions excluded conditions, if substituted, alternative performer to be nominated latest on 28nov08 1200cet which shippers to confirm w/i 3 hours and same shall not be unreasonably withheld or delayed.

If substituted, shippers will have min. 10 calendar days before commencement of laydays.

SAMPLE RECAP continued

for ,

- Account Çolakoğlu Metalurji AS Istanbul.
- Cargo: Steel process line equipment
Abt 1,250t abt 2,000cbm Non stackable,
12 heavy pieces upto 80t ea
owise as per p/list and sample drawings
- definitely no cgo to be loaded on attchd on lot 2 converters,
- part cgo / under deck
- Turku or Helsinki chopt plus Hamburg / Izmit Colakoglu berth
- gspb aaaa all ends
- ows to check and satisfy themselves for the port safety and restrictions
at all ends during the period of the shipments
- no other cgo may be discharged at Colakoglu berth except Colakoglu
cargo.
- load / disch 3 / 3 sshex eiu
- laytime reversible
- lay/can 01/10 December 08 dates
- frt eur xxx.- Impsum fio but including l/s/d
- frt payable 100pct within 5 banking days after s+r b/l any case bbb
- chrtrs may instruct their frt agents for the transfer.
- freight deemed earned upon shipped whether vsl/cargo lost or not
- b/l marked frt payable as per c/p
- demurrage EUR xxx/FD all ends
- charterers port agents all ends.
- nor to be tendered in writing, www, between office hrs 0800/1700 fm
monday
to friday at all ends
- time to count as per gencon 08/14 cls be
- for second lport time to count upon berthing and once ready to load
cgo.
- time used b4 commencement of laytime not to count
- b/l's can be issued on "congen b/l" format .
- bs/l content will be issued only according to draft bs/l fm shipper or
receiver and
to be marked " clean on board" and "frt payable as per c/p" against
rcvrs loi
- master to put remarks on the m/r only. shippers can not replace cgo

SAMPLE RECAP continued

- demurrage if any to be settled wi 20dys after final delivery and ows presentation of
- fax copies of duly signed relevant documents sof/nor of both ports and ows demm
- calculations per mutual agreement.
- any taxes a/o dues on cargo if any to be for a/c charterers all ends
- any taxes a/o dues on vessel / flag / crew will be for account of owners all ends
- bimco ism cls to apply
- stevedores, although appointed by chrtrs/shippers/rcvrs, are to be considered ows servants
- and not chrtrs not to be responsible but assist in full for damages, if any.
- ows to pay customary port d/a expenses timely to avoid delay on departure.
- fixing – change of eta and 20 / 15 / 10 / 7/5/3/2/1 – 12 hrs notices to be given to agents and charterers at both ends.
- vessel must have full documentation on board.
- g/a arbitration in london, english law to be applied.
- Subject to ows stowage plan
- subject to further dets/terms if any
- subject to shippers/receivers approval declarable wi 48hrs after fixing main terms
- bimco calender
- comms on f/d/d 3,75pct add comm here
- owise as per clean gencon 94 cp to be logically amended as per recap
- all negos and fixture are to be kept private and confidential.
- ends

SAMPLE RECAP ANALYZED

SUB STEM FIXTURE RECAP

Subject stem means the charter is conditional upon the charterer's obtaining cargo for the agreed loading period, where owners give charterers "some time" (8/24/48 hours) for final checks and reconfirmation of the agreement.

"Stem" is an abbreviation of "subject to enough merchandise" and the charterer is obliged to confirm cargo availability before the allowed time mutually agreed expires, as otherwise the drafted agreement would be null and void, and relieving both parties from obligations.

With all subjects lifted, every pending item being in order, agreement recapitulates into a "Clean Fixture Recap"

m/v "BBC Portugal" or others substituted in owners option

Vessel description

DWAT/DWCC S/W: abt 3500/3000/2900 mt (Deadweight, Cargo capacity, summer, winter, about)

GT / NT: Abt. 2545 / 1372 (Gross, Net)

Draft ssw: abt 5,52 m (summer salt water – density 1,025)

Flag: Antigua & Barbuda

Classification: GL 100 A5 E G + MC E AUT (GL: Germanischer Lloyd // 100A5 : The ship's hull fully (100 %) complies with the requirements of the GL Construction Rules. Duration of class period 5 years // E: Ice class for ships the hull and machinery installations of which are strengthened for navigation in drift ice in mouths of rivers and coastal regions according to GL's Construction Rules. Upon request, the Notation E may be assigned independently for hull or machinery. // G: Ships with the inner bottoms strengthened for the use of grabs // MC : The machinery and all installations including all electrical installations comply with the requirements of the GL Construction Rules //

Length o.a.: abt. 88,55 m (Over all)

Length b.p.: abt. 81,00 m (Between perpendiculars)

Breadth moulded: abt. 12,80 m (Moulded : including steel plate thickness)

Blt 2002 Builder: Slovenske Lodenice A.S., Kormanó / Slovakia (blt : Built)

Type: Multi Purpose Tweendecker Vessel

Height abv keel: abt 26,10 m (above)

No. of Ho / Ha: 1/1 (Hold / Hatch)

Type of Hatches: Multifold Crocodile (Mac Gregor)

Holds / Hatches: 1 / 1

Hold: abt. 56,55 x 10,20 x 8,10 m

Hatch: abt. 56,55 x 10,20 m

Height lower hold: abt 3,30 / 2,20 m

Height upper hold: abt 4,20 / 5,30 m

█ Grain Capacity: abt. 160000 cbft (1 cbm = 35,314 cubicfeet)

Geared 2 x 35 mt, comb 70 mt (combined to)

Deck Strength: Tanktop 20 mt / sqm

ALL DETS WOG (all details without guarantee – if one to measure the dimensions given above and

finds minor difference, owners are not responsible for the errors upto a certain percentage)

As the vessel is nominated under weather permitting, all going well, unforeseen conditions excluded conditions, if substituted, alternative performer to be nominated latest on 28nov08 1200cet which shippers

to confirm w/i 3 hours and same shall not be unreasonably withheld or delayed.

If substituted, shippers will have min. 10 calendar days before commencement of laydays.

for ,

-Account Çolakoğlu Metalurji AS Istanbul.

-Cargo: Steel process line equipment

Abt 1,250t abt 2,000cbm Non stackable,

12 heavy pieces upto 80t ea (each)

owise as per p/list and sample drawings (otherwise as per packing list)

-definitely no cgo to be loaded on attchd on lot 2 converters,

-part cgo / under deck

-Turku or Helsinki chopt plus Hamburg / Izmit Colakoglu berth (chopt : charterers option // oo : owners option)

-gspb aaaa all ends (good safe port berth always afloat always accessible)

-ows to check and satisfy themselves for the port safety and restrictions at all ends during the period of the shipments

- no other cgo may be discharged at Colakoglu berth except Colakoglu cargo.

-load / disch 3 / 3 sshex eiu (Saturdays Sunday holidays excluded even if used)

-laytime reversible (saved time at load port may be used as laytime at discharge port)

-lay/can 01/10 December 08 dates (laydays / cancelling date – window for vessel to show up at port to load her ready to load cargo)

-frt eur xxx.- Impsum fio but including l/s/d (lumpsum free in free out but including lashing / securing / dunnaging)

-frt payable 100pct within 5 banking days after s+r b/l any case bbb (freight payable // signing and releasing // before breaking bulk)

-chrtrs may instruct their frt agents for the transfer.

-freight deemed earned upon shipped whether vs/cargo lost or not

-b/l marked frt payable as per c/p

-demurrage EUR xxx/FD all ends (free despatch)

-charterers port agents all ends.

-nor to be tendered in writing, www, between office hrs 0800/1700 fm monday

to friday at all ends (whether in port or not / whether in berth or not / whether customs cleared or not / whether free pratique granted or not // free pratique – a doctor confirming the vessel's crew is healthy parallel to Master declaration)

-time to count as per gencon 08/14 cls be (Gencon Charter Party – Clause 6 . Laytime part C, lines 102 – 109)

-for second lport time to count upon berthing and once ready to load cgo.

-time used b4 commencement of laytime not to count

-b/l's can be issued on "congen b/l" format . (b/l to be used with charterparties)

-bs/l content will be issued only according to draft bs/l fm shipper or receiver and

to be marked " clean on board" and "frt payable as per c/p" against rcvrs loi (receivers letter of indemnity)

-master to put remarks on the m/r only. shippers can not replace cgo (If Master finds cargo integrity to be out of ordinary, his remarks usually go on the bill of lading alerting parties concerned about the condition of the cargo laden from his point of view. Unless this is wanted, agreement refers to remarks being written on the Mate's receipt)

-demurrage if any to be settled wi 20dys after final delivery and ows presentation of fax copies of duly signed relevant documents sof/nor of both ports and ows demm calculations per mutual agreement.

-any taxes a/o dues on cargo if any to be for a/c charterers all ends

-any taxes a/o dues on vessel / flag / crew will be for account of owners all ends

-bimco ism cls to apply (The Baltic and International Maritime Council – International Safety Management Code clause)

-stevedores, although appointed by chrtrs/shippers/rcvrs, are to be considered ows servants

and not chrtrs not to be responsible but assist in full for damages, if any. (Receivers)

-ows to pay customary port d/a expenses timely to avoid delay on departure. (d/a : disbursement account, monies paid to pilots, tugboats, port wharfage etc for a vessel to be serviced at a port)

-fixing – change of eta and 20 / 15 / 10 / 7/5/3/2/1 – 12 hrs notices to be given to agents and charterers at both ends.

-vessel must have full documentation on board.

-g/a arbitration in london, english law to be applied. (General average)

-Subject to ows stowage plan

-subject to further dets/terms if any (details)

-subject to shippers/receivers approval declarable wi 48hrs after fixing main terms

-bimco calender (BIMCO Holidays / Super Holidays calendar to be in force where needed)

-comms on f/d/d 3,75pct add comm here (freight / deadfreight / demurrage)

-owise as per clean gencon 94 cp to be logically amended as per recap (clean : without alterations)

-all negos and fixture are to be kept private and confidential. (negotiation)

ends

GENCON 1994

PART I

1. Shipbroker
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 Owner's option, if agreed; if full and completed 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 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)
 - a) Laytime for loading
 - b) Laytime for discharging

GENCON 1994 (CONTINUED)

c) Total laytime for loading and discharging

17. Shippers / Place of business (Cl. 6)

18. Agents (loading) (Cl. 6)

19. Agents (discharging) (Cl. 6)

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 claim/shortened arbitration (Cl. 19)

26. Additional clauses covering special provisions, if agreed.

Part II

1. Reference (to Part I)

2. Owners' Responsibility Clause

3. Deviation Clause

4. Payment of Freight

5. Loading/Discharging Costs

6. Laytime

GENCON 1994 (CONTINUED)

7. Demurrage
 8. Lien Clause
 9. Cancelling Clause
 10. Bill(s) of Lading
 11. Both-to-Blame Collision Clause
 12. General Average and New Jason Clause
 13. Taxes and Dues Clause
 14. Agency
 15. Brokerage
 16. General Strike Clause
 17. War Risks (“Voywar 1993”)
 18. General Ice Clause
 19. Law and Arbitration
- Additional Clauses (if any)
- Appendix (if any)

CONGENBILL – EDITION 1994 – BILL OF LADING

Page 1

Conditions of Carriage

1. Charter Party reference
2. General Paramount Clause
3. General Average
4. New Jason Clause
5. Both-to-Blame Clause

Page 2 (overleaf)

B/L No.

Shipper

Consignee

Vessel

Port of Loading

Port of Discharge

Shipper's description of goods

Gross weight

On deck (cargo) at Shipper's risk

Charter Party date

Time used for loading

Cargo condition

Freight payable at

Place and date of issue

Number of original Bs/L

Signature (the Master or Agent)



LAYTIME

"LAYTIME" shall mean the period of time agreed between the parties during which the owner will make and keep the vessel available for loading or discharging without payment additional to the freight.

(Voylayrules 93)

NOR

"NOTICE OF READINESS" (NOR) shall mean the notice to charterer, shipper, receiver or other person as required by the charter party that the vessel has arrived at the port or berth, as the case may be, and is ready to load or discharge. (Voylayrules 93)

SOF

Statement of facts (SOF). This is the document attached to a record of calculation of laytime used (the "Timesheet") and is a record of the events that can affect the counting of laytime. In some calculation forms, the Statement of Facts could be part of the Timesheet, preceding the columns in which the periods for loading, discharging, shifting, inclement weather, other excepted periods and tendering of Notice of Readiness etc., are noted. (shipinspection.eu)

DEMURRAGE

"DEMURRAGE" shall mean an agreed amount payable to the owner in respect of delay to the vessel beyond the laytime, for which the owner is not responsible. Demurrage shall not be subject to laytime exceptions. (Voylayrules 93)

DESPATCH

"DESPATCH MONEY" or "DESPATCH" shall mean an agreed amount payable by the owner if the vessel completes loading or discharging before the laytime has expired. (Voylayrules 93)

LAYTIME CALCULATION EXAMPLES

Based on NOR, SOF, TIME SHEET, and relevant Charter Party details.

CONCLUSION

THE STANDPOINT

It all depends on the players. Owners (Carriers) / Charterers / Shippers / Receivers / Stevedores / Agents or servants to the mentioned parties are the characters of the play.

RESOLVING CONFLICTS

What if a vessel does not show up at load port after clean fixture? Although you may have an original charterparty with wet signature and a colorful stamp, you do not have more than a cancelling clause which resolves nothing unless one uses the shipping men perspective.