



**BIMCO UNIFORM TIME-CHARTER
(AS REVISED 2001)
CODE NAME: "BALTIME 1939"**

PART I

1. Shipbroker	2. Place and date of Charter	
3. Owners/Place of business	4. Charterers/Place of business	
5. Vessel's Name	6. GT/NT	
7. Class	8. Indicated brake horse power (bhp)	
9. Total tons d. w. (abt.) on summer freeboard	10. Cubic feet grain/bale capacity	
11. Permanent bunkers (abt.)	12. Speed capability in knots (abt.) on a consumption in tons (abt.) of	
13. Present position	14. Period of hire (Cl. 1)	
15. Port of delivery (Cl. 1)	16. Time of delivery (Cl. 1)	
17. (a) Trade limits (Cl. 2) <hr/> (b) Cargo exclusions specially agreed		
18. Bunkers on re-delivery (state min. and max. quantity) (Cl. 5)	19. Charter hire (Cl. 6)	
20. Hire payment (state currency, method and place of payment; also beneficiary and bank account) (Cl. 6)		
21. Place or range of re-delivery (Cl. 7)	22. Cancelling date (Cl. 21)	
23. Dispute resolution (state 22(A), 22(B) or 22(C); if 22(C) agreed Place of Arbitration <u>must</u> be stated) (Cl. 22)	24. Brokerage commission and to whom payable (Cl. 24)	
25. Numbers of 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 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)
--------------------	------------------------

Copyright, published by The Baltic and International Maritime Council (BIMCO), Copenhagen
Printed by BIMCO's idea
Issued 1909; Amended 1911; 1912; 1920; 1939; 1950; 1974; and 2001

PART II
“BALTIME 1939” Uniform Time-Charter (as revised 2001)

<p>It is agreed between the party mentioned in Box 3 as Owners of the Vessel named in Box 5 of the gross/net tonnage indicated in Box 6, classed as stated in Box 7 and of indicated brake horse power (bhp) as stated in Box 8, carrying about the number of tons deadweight indicated in Box 9 on summer freeboard inclusive of bunkers, stores and provisions, having as per builder's plan a cubic-foot grain/bale capacity as stated in Box 10, exclusive of permanent bunkers, which contain about the number of tons stated in Box 11, and fully loaded capable of steaming about the number of knots indicated in Box 12 in good weather and smooth water on a consumption of about the number of tons fuel oil stated in Box 12, now in position as stated in Box 13 and the party mentioned as Charterers in Box 4, as follows:</p> <p>1. Period/Port of Delivery/Time of Delivery</p> <p>The Owners let, and the Charterers hire the Vessel for a period of the number of calendar months indicated in Box 14 from the time (not a Sunday or a legal Holiday unless taken over) the Vessel is delivered and placed at the disposal of the Charterers between 9 a.m. and 6 p.m., or between 9 a.m. and 2 p.m. if on Saturday, at the port stated in Box 15 in such available berth where she can safely lie always afloat, as the Charterers may direct, the Vessel being in every way fitted for ordinary cargo service. The Vessel shall be delivered at the time indicated in Box 16.</p> <p>2. Trade</p> <p>The Vessel shall be employed in lawful trades for the carriage of lawful merchandise only between safe ports or places where the Vessel can safely lie always afloat within the limits stated in Box 17. No live stock nor injurious, inflammable or dangerous goods (such as acids, explosives, calcium carbide, ferro silicon, naphtha, motor spirit, tar, or any of their products) shall be shipped.</p> <p>3. Owners' Obligations</p> <p>The Owners shall provide and pay for all provisions and Wages, for insurance of the Vessel, for all deck and Engine-room stores and maintain her in a thoroughly efficient state in hull and machinery during service. The Owners shall provide winchmen from the crew to operate the Vessel's cargo handling gear, unless the crew's employment conditions or local union or port regulations prohibit this, in which case qualified shore-winchmen shall be provided and paid for by the Charterers.</p> <p>4. Charterers' Obligations</p> <p>The Charterers shall provide and pay for all fuel oil, port charges, pilotages (whether compulsory or not), canal steersmen, boatage, lights, tug-assistance, consular charges (except those pertaining to the Master, officers and crew), canal, dock and other dues and charges, including any foreign general municipality or state taxes, also all dock, harbour and tonnage dues at the ports of delivery and re-delivery (unless incurred through cargo carried before delivery or after re-delivery), agencies, commissions, also shall arrange and pay for loading, trimming, stowing (including dunnage and shifting boards, excepting any already on board), unloading, weighing, tallying and delivery of cargoes, surveys on hatches, meals supplied to officials and men in their service and all other charges and expenses whatsoever including detention and expenses through quarantine (including cost of fumigation and disinfection). All ropes, slings and special runners actually used for loading and discharging and any special gear, including special</p>	<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67</p>	<p>ropes and chains required by the custom of the port for mooring shall be for the Charterers' account. The Vessel shall be fitted with winches, derricks, wheels and ordinary runners capable of handling lifts up to 2 tons.</p> <p>5. Bunkers</p> <p>The Charterers at port of delivery and the Owners at port of re-delivery shall take over and pay for all fuel oil remaining in the Vessel's bunkers at current price at the respective ports. The Vessel shall be re-delivered with not less than the number of tons and not exceeding the number of tons of fuel oil in the Vessel's bunkers stated in Box 18.</p> <p>6. Hire</p> <p>The Charterers shall pay as hire the rate stated in Box 19 per 30 days, commencing in accordance with Clause 1 until her re-delivery to the Owners.</p> <p>Payment of hire shall be made in cash, in the currency stated in Box 20, without discount, every 30 days, in advance, and in the manner prescribed in Box 20. In default of payment the Owners shall have the right of withdrawing the Vessel from the service of the Charterers, without noting any protest and without interference by any court or any other formality whatsoever and without prejudice to any claim the Owners may otherwise have on the Charterers under the Charter.</p> <p>7. Re-delivery</p> <p>The Vessel shall be re-delivered on the expiration of the Charter in the same good order as when delivered to the Charterers (fair wear and tear excepted) at an ice-free port in the Charterers' option at the place or within the range stated in Box 21, between 9 a.m. and 6 p.m., and 9 a.m. and 2 p.m. on Saturday, but the day of re-delivery shall not be a Sunday or legal Holiday.</p> <p>The Charterers shall give the Owners not less than ten days' notice at which port and on about which day the Vessel will be re-delivered. Should the Vessel be ordered on a voyage by which the Charter period will be exceeded the Charterers shall have the use of the Vessel to enable them to complete the voyage, provided it could be reasonably calculated that the voyage would allow redelivery about the time fixed for the termination of the Charter, but for any time exceeding the termination date the Charterers shall pay the market rate if higher than the rate stipulated herein.</p> <p>8. Cargo Space</p> <p>The whole reach and burthen of the Vessel, including lawful deck-capacity shall be at the Charterers' disposal, reserving proper and sufficient space for the Vessel's Master, officers, crew, tackle, apparel, furniture, provisions and stores.</p> <p>9. Master</p> <p>The Master shall prosecute all voyages with the utmost despatch and shall render customary assistance with the Vessel's crew. The Master shall be under the orders of the Charterers as regards employment, agency, or other arrangements. The Charterers shall indemnify the Owners against all consequences or liabilities arising from the Master, officers or Agents signing Bills of Lading or other documents or otherwise complying with such orders, as well as from any irregularity in the Vessel's papers or for overcarrying goods. The Owners shall not be responsible for shortage, mixture, marks, nor for Number of pieces or packages, nor for damage to or claims on cargo caused by bad stowage or otherwise. If the Charterers have reason to be dissatisfied with the conduct of the Master or any officer, the Owners, on receiving particulars of the complaint, promptly to</p>	<p>68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134</p>
---	--	---	--

PART II
"BALTIME 1939" Uniform Time-Charter (as revised 2001)

investigate the matter, and, if necessary and practicable, to make a change in the appointments.	135	loading or discharging place for fear of the Vessel being frozen in and/or damaged, he has liberty to sail to a convenient open place and await the Charterers' fresh instructions. Unforeseen detention through any of above causes shall be for the Charterers' account.	202
	136		203
10. Directions and Logs	137		204
The Charterers shall furnish the Master with all instructions and sailing directions and the Master shall keep full and correct logs accessible to the Charterers or their Agents.	138		205
	139		206
	140	15. Loss of Vessel	207
	141	Should the Vessel be lost or missing, hire shall cease from the date when she was lost. If the date of loss cannot be ascertained half hire shall be paid from the date the Vessel was last reported until the calculated date of arrival at the destination. Any hire paid in advance shall be adjusted accordingly.	208
11. Suspension of Hire etc.	142		209
(A) In the event of drydocking or other necessary measures to maintain the efficiency of the Vessel, deficiency of men or Owners' stores, breakdown of machinery, damage to hull or other accident, either hindering or preventing the working of the Vessel and continuing for more than twenty-four consecutive hours, no hire shall be paid in respect of any time lost thereby during the period in which the Vessel is unable to perform the service immediately required. Any hire paid in advance shall be adjusted accordingly.	143		210
	144		211
	145		212
	146		213
	147	16. Overtime	214
	148	The Vessel shall work day and night if required. The Charterers shall refund the Owners their outlays for all overtime paid to officers and crew according to the hours and rates stated in the Vessel's articles.	215
	149		216
	150		217
	151		218
	152	17. Lien	219
(B) In the event of the Vessel being driven into port or to anchorage through stress of weather, trading to shallow harbours or to rivers or ports with bars or suffering an accident to her cargo, any detention of the Vessel and/or expenses resulting from such detention shall be for the Charterers' account even if such detention and/or expenses, or the cause by reason of which either is incurred, be due to, or be contributed to by, the negligence of the Owners' servants.	153	The Owners shall have a lien upon all cargoes and sub-freights belonging to the Time-Charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers shall have a lien on the Vessel for all moneys paid in advance and not earned.	220
	154		221
	155		222
	156		223
	157		224
	158	18. Salvage	225
	159	All salvage and assistance to other vessels shall be for the Owners' and the Charterers' equal benefit after deducting the Master's, officers' and crew's proportion and all legal and other expenses including hire paid under the charter for time lost in the salvage, also repairs of damage and fuel oil consumed. The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.	226
	160		227
	161		228
	162		229
12. Responsibility and Exemption	163		230
The Owners only shall be responsible for delay in delivery of the Vessel or for delay during the currency of the Charter and for loss or damage to goods onboard, if such delay or loss has been caused by want of due diligence on the part of the Owners or their Manager in making the Vessel seaworthy and fitted for the voyage or any other personal act or omission or default of the Owners or their Manager. The Owners shall not be responsible in any other case nor for damage or delay whatsoever and howsoever caused even if caused by the neglect or default of their servants. The Owners shall not be liable for loss or damage arising or resulting from strikes, lock-outs or stoppage or restraint of labour (including the Master, officers or crew) whether partial or general. The Charterers shall be responsible for loss or damage caused to the Vessel or to the Owners by goods being loaded contrary to the terms of the Charter or by improper or careless bunkering or loading, stowing or discharging of goods or any other improper or negligent act on their part or that of their servants.	164		231
	165		232
	166		233
	167	19. Sublet	234
	168	The Charterers shall have the option of subletting the Vessel, giving due notice to the Owners, but the original Charterers shall always remain responsible to the Owners for due performance of the Charter.	235
	169		236
	170		237
	171		238
	172		239
	173	20. War ("Conwartime 1993")	240
	174	(A) For the purpose of this Clause, the words:	241
	175	(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and	242
	176	(ii) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.	243
	177		244
	178		245
	179		246
	180		247
	181		248
	182		249
	183		250
13. Advances	184		251
The Charterers or their Agents shall advance to the Master, if required, necessary funds for ordinary disbursements for the Vessel's account at any port charging only interest at 6 per cent. p.a., such advances shall be deducted from hire.	185		252
	186		253
	187		254
	188		255
	189		256
14. Excluded Ports	190		257
The Vessel shall not be ordered to nor bound to enter:	191		258
(A) any place where fever or epidemics are prevalent or to which the Master, officers and crew by law are not bound to follow the Vessel;	192		259
	193		260
(B) any ice-bound place or any place where lights, lightships, marks and buoys are or are likely to be withdrawn by reason of ice on the Vessel's arrival or where there is risk that ordinarily the Vessel will not be able on account of ice to reach the place or to get out after having completed loading or discharging. The Vessel shall not be obliged to force ice. If on account of ice the Master considers it dangerous to remain at the	194		261
	195		262
	196		263
	197		264
	198		265
	199		266
	200		267
	201		

PART II
“BALTIME 1939” Uniform Time-Charter (as revised 2001)

becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.	268	of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.	337
(C) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.	269	(H) If in compliance with any of the provisions of sub-clauses (B) to (G) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter.	338
(D) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.	270		339
(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.	271	21. Cancelling	340
(E) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then such bonus or additional wages shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due.	272	Should the Vessel not be delivered by the date indicated in Box 22 , the Charterers shall have the option of cancelling. If the Vessel cannot be delivered by the cancelling date, the Charterers, if required, shall declare within 48 hours after receiving notice thereof whether they cancel or will take delivery of the Vessel.	341
(F) The Vessel shall have liberty:-	273		342
(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;	274		343
(ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;	275		344
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;	276		345
(iv) to divert and discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;	277		
(v) to divert and call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.	278		
(G) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice	279	22. Dispute Resolution	346
	280	*) (A) This Charter shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.	347
	281	The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.	348
	282	The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.	349
	283	Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	350
	284	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	351
	285	*) (B) This Charter 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 any dispute arising out of or in connection with this Contract 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 the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	352
	286	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as	353
	287		354
	288		355
	289		356
	290		357
	291		358
	292		359
	293		360
	294		361
	295		362
	296		363
	297		364
	298		365
	299		366
	300		367
	301		368
	302		369
	303		370
	304		371
	305		372
	306		373
	307		374
	308		375
	309		376
	310		377
	311		378
	312		379
	313		380
	314		381
	315		382
	316		383
	317		384
	318		385
	319		386
	320		387
	321		388
	322		389
	323		390
	324		391
	325		392
	326		393
	327		394
	328		395
	329		396
	330		397
	331		398
	332		399
	333		400
	334		401
	335		402
	336		403
			404

PART II
"BALTIME 1939" Uniform Time-Charter (as revised 2001)

the parties may agree) the arbitration shall be conducted	405	necessary to protect its interest.	445
in accordance with the Shortened Arbitration Procedure	406	(v) Either party may advise the Tribunal that they have	446
of the Society of Maritime Arbitrators, Inc. current at the	407	agreed to mediation. The arbitration procedure shall	447
time when the arbitration proceedings are commenced.	408	continue during the conduct of the mediation but the	448
*) (C) This Charter shall be governed by and construed in	409	Tribunal may take the mediation timetable into account	449
accordance with the laws of the place mutually agreed	410	when setting the timetable for steps in the arbitration.	450
by the parties and any dispute arising out of or in	411	(vi) Unless otherwise agreed or specified in the	451
connection with this Charter shall be referred to	412	mediation terms, each party shall bear its own costs	452
arbitration at a mutually agreed place, subject to the	413	incurred in the mediation and the parties shall share	453
procedures applicable there.	414	equally the mediator's costs and expenses.	454
(D) Notwithstanding (A), (B) or (C) above, the parties	415	(vii) The mediation process shall be without prejudice	455
may agree at any time to refer to mediation any difference	416	and confidential and no information or documents	456
and/or dispute arising out of or in connection with this	417	disclosed during it shall be revealed to the Tribunal	457
Charter.	418	except to the extent that they are disclosable under the	458
In the case of a dispute in respect of which arbitration	419	law and procedure governing the arbitration.	459
has been commenced under (A), (B) or (C) above, the	420	<i>(Note: The parties should be aware that the mediation</i>	460
following shall apply:-	421	<i>process may not necessarily interrupt time limits.)</i>	461
(i) Either party may at any time and from time to time	422	(E) If Box 23 in Part I is not appropriately filled in, sub-	462
elect to refer the dispute or part of the dispute to	423	clause (A) of this Clause shall apply. Sub-clause (D)	463
mediation by service on the other party of a written notice	424	shall apply in all cases.	464
(the "Mediation Notice") calling on the other party to agree	425	*) <i>(A), (B) and (C) are alternatives; indicate alternative</i>	465
to mediation.	426	<i>agreed in Box 23.</i>	466
(ii) The other party shall thereupon within 14 calendar	427	23. General Average	467
days of receipt of the Mediation Notice confirm that they	428	General Average shall be settled according to York/	468
agree to mediation, in which case the parties shall	429	Antwerp Rules, 1994 and any subsequent modification	469
thereafter agree a mediator within a further 14 calendar	430	thereof. Hire shall not contribute to General Average.	470
days, failing which on the application of either party a	431	24. Commission	471
mediator will be appointed promptly by the Arbitration	432	The Owners shall pay a commission at the rate stated	472
Tribunal ("the Tribunal") or such person as the Tribunal	433	in Box 24 to the party mentioned in Box 24 on any hire	473
may designate for that purpose. The mediation shall	434	paid under the Charter, but in no case less than is	474
be conducted in such place and in accordance with such	435	necessary to cover the actual expenses of the Brokers	475
procedure and on such terms as the parties may agree	436	and a reasonable fee for their work. If the full hire is not	476
or, in the event of disagreement, as may be set by the	437	paid owing to breach of Charter by either of the parties	477
mediator.	438	the party liable therefor shall indemnify the Brokers	478
(iii) If the other party does not agree to mediate, that fact	439	against their loss of commission. Should the parties	479
may be brought to the attention of the Tribunal and may	440	agree to cancel the Charter, the Owners shall indemnify	480
be taken into account by the Tribunal when allocating	441	the Brokers against any loss of commission but in such	481
the costs of the arbitration as between the parties.	442	case the commission not to exceed the brokerage	482
(iv) The mediation shall not affect the right of either party	443	on one year's hire.	483
to seek such relief or take such steps as it considers	444		

WORKING COPY