

BARGEHIRE 2021

STANDARD BARGE CHARTER PARTY

PART 1

1. Shipbroker	2. Place and Date
3. Owners/Place of business (full style address and email) (Cl.1)	4. Charterers/Place of business (full style address and email) (Cl.1)
5. Barge's name, Port of Registry and Flag (see also Annex A (Barge Specification)) (Cl. 1 & 12(c))	
6. Classification (Cl. 1) and Society (Cl. 12(a))	7. Date of next surveys by the Barge's classification society (Cl.1) (i) Annual survey: (ii) Intermediate survey: (iii) Special survey:
8. Further particulars of Barge (Cl.1)	
9. Charter Party Period and Options (Cls. 2 and 8(e)) (i) Period: (ii) Options:	10. Port or Place of delivery (Cl. 3)
11. Port or Place of redelivery (Cl. 17)	12. Initial delivery period or date (Cl. 5(a))

13. Delivery notification schedule (Cl. 5(b), (c) and (d)) Number of days' notice for (i) Delivery Period: (ii) Delivery Date:	14. Daily compensation for late delivery (Cl. 8(a)) 15. Compensation for late delivery/redelivery (state lumpsum) (Cl. 8 and Cl. 19) (i) Delivery: (ii) Redelivery:
16. Charter hire (Cl. 6(a))	17. Rate of interest per annum (Cl. 6(g))
18. Currency and method of payment (Cl. 6(b))	19. Place of payment, also state beneficiary and bank account (Cl. 6(b))
20. Mobilisation and/or Demobilisation Fee (Currency and method of payment, when and where payable) (Cl. 7)	21. Trading area (Cl. 9(a))
22. State amount per day per ballast engineer (Cl. 14(b))	23. Ballast engineer overtime expenses (state amount per hour per ballast engineer) (Cl. 14(b))
24. Hull, Machinery and War Risk Insurance and Classification (Cl. 15) (i) Party to insure: (ii) Party to maintain classification:	25. Protection and Indemnity Insurance (Cl. 16) (choose party)
26. Value of the Barge (Marine and War Risks Insurance) (Cl. 12(a) and 15(a)(ii))	27. State the amount of deductibles per incident (Cl. 13(a))
28. Bank guarantee/bond (sum and place) (Cl. 26) (optional)	29. Brokerage commission and to whom payable (Cl. 29)
30. Owners' contact details for notices (Cl. 31)	31. Charterers' contact details for notices (Cl. 31)

32. Law and Arbitration (choose law and arbitration venue. If alternative (g)(Other) is chosen, Clause 30 must be appropriately filled in or replaced, failing which alternative (a)(English law/London arbitration) shall apply) (Cl. 30)	33. Number of additional clauses covering special provisions, if agreed
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It is mutually agreed that this Charter Party shall be performed subject to the terms and conditions which consist of PART I, including additional clauses, if any agreed and stated in Box 33, and PART II as well as Annex A (Barge Specification). In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II and Annex A to the extent of such conflict but no further.

The party responsible for issuing the final execution version of this Charter Party warrants that it is an Authentic BIMCO Template procured from a properly authorised source and that all modifications to it are clearly visible. "Authentic BIMCO Template" means a BIMCO-approved standard contract in an editable electronic format.

Signature (Owners)	Signature (Charterers)
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Working Copy

1. Definitions

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

“Owners” shall mean the party stated in Box 3.

“Charterers” shall mean the party stated in Box 4.

“Barge” shall mean the barge named in Box 5 and with particulars as specified in Boxes 6 to 8 and Annex A (Barge Specification).

“Equipment” shall mean all machinery, equipment, appliances, fixtures and fittings on board the Barge.

2. Period of Charter Party

- (a) In consideration of the hire stated in Box 16, the Owners let and the Charterers hire the Barge for the period stated in Box 9(i).
- (b) The Charterers shall give a minimum of ten (10) days’ notice (unless otherwise stated in Box 9) of their intention to use any optional periods as stated in Box 9(ii).
- (c) Subject to the terms and conditions herein provided, during the period of this Charter Party the Barge shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect.

3. Delivery

- (a) The Barge shall be delivered to the Charterers at the port or place stated in Box 10.
- (b) The Owners undertake that, at delivery, the Barge shall be of the description set out in PART I and Annex A (Barge Specification) hereof. The Barge shall be delivered with cargo spaces and ballast tanks free of any sediment or obstruction, with all previous seafastenings removed and shall be properly documented as regards trading certificates, classification and Equipment.
- (c) The Charterers shall accept such delivery by the Owners under subclauses (a) and (b) of this Clause.
- (d) Acceptance of the Barge by the Charterers shall constitute a full performance by the Owners of all the Owners’ obligations under this Clause, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Barge.

4. Substitution

The Owners shall have the right to substitute the Barge, at any time up to fifteen (15) days prior to the delivery date, with an equivalent Barge suitable for the purpose of this Charter Party, subject to the Charterers’ approval which shall not be unreasonably withheld. Such substitution shall have no effect on the hire rates, terms and conditions of this Charter Party, save that any documented additional costs for preparing the substitute Barge for the service shall be for the Owners’ account. The Charterers shall notify the Owners of the approximate additional cost, if any, within five (5) working days after the Owners advise the Charterers of their intention to substitute the Barge.

5. Time for Delivery

- (a) The Barge shall be delivered to the Charterers within the initial delivery period agreed in Box 12. If a fixed date has been agreed then that date shall be the delivery date and the remainder of this Clause shall not apply.
- (b) The Charterers shall narrow the initial delivery period and notify the delivery date in accordance with the delivery notification schedule as stated in Box 13.
- (c) The notified delivery period shall always be within the previous delivery period and the number of days’ notice shall always be counted from the first day in the notified delivery period.
- (d) The delivery date shall always be within the last notified delivery period under subclause (b).

PART II

- (e) If the Charterers fail to give any notices under this Clause, then the delivery date shall be the last date of the previously notified delivery period or the initial delivery period where relevant.

6. Hire

- (a) The Charterers shall pay to the Owners for the hire of the Barge at the rate per calendar day stated in Box 16 commencing from the date of its delivery to the Charterers. Hire to continue until the date when the Barge is redelivered by the Charterers to the Owners.
- (b) Payment of hire shall be made every month in advance on the first day of each month, in the currency and in the manner indicated in Box 18 and at the place stated in Box 19.
- (c) All payments of hire and any other payments due under this Charter Party shall be made without any set-off whatsoever and free and clear of any withholding or deduction for, or on account of, any present or future income, freight, stamp or other taxes, levies, duties, fees, charges, restrictions or conditions of any nature. If the Charterers are required by any authority in any country to make any withholding or deduction from any such payment, the sum due from the Charterers in respect of such payment will be increased to the extent necessary to ensure that, after the making of such withholding or deduction the Owners receive a net sum equal to the amount which it would have received had no such deduction or withholding been required to be made.
- (d) Payment of hire for the first and last month's hire if less than a full month shall be calculated proportionally according to the number of days in the particular calendar month and advance payment shall be effected accordingly.
- (e) Should the Barge be lost or missing, hire shall cease from the date and time when it was lost or last heard of. Any hire paid in advance shall be adjusted accordingly.
- (f) Time shall be of the essence in relation to payment of hire hereunder. However, if the Charterers fail to make punctual payment of hire due, the Owners shall give the Charterers five (5) days written notice to rectify the failure, and when so rectified within those five (5) days following the Owners' notice, the payment shall stand as punctual.

Failure by the Charterers to pay hire due in full within five (5) days of their receiving a notice from Owners shall entitle the Owners, without prejudice to any other rights or claims the Owners may have against the Charterers, to terminate this Charter Party at any time thereafter, as long as hire remains outstanding.

- (g) Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 17. If Box 17 has not been filled in, the one month Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 18, as quoted on the date when the hire fell due, increased by three (3) percentage points, shall apply.

7. Mobilisation and/or Demobilisation Fee

Any mobilisation and/or demobilisation fee, if applicable, shall be paid as set out in Box 20.

8. Cancelling

- (a) Should the Barge not be delivered according to Box 13 (or as amended by subclause (d) of this Clause) the Owners shall pay as compensation to the Charterers a daily rate as stated in Box 14 for each day counting from the day following the delivery date until the date delivery actually takes place or an amount as stated in Box 15(i), whichever is the lesser.
- (b) Should the Barge not be delivered at the latest seven (7) days after the delivery date the Charterers shall have the option of cancelling this Charter Party. If the Charterers exercise such option to cancel this Charter Party the Owners shall pay to the Charterers the amount stated in Box 15(i).
- (c) Unless the late delivery is caused by the Owners' gross negligence or wilful default, the compensation stated in Boxes 14 and 15, respectively, shall be the Charterers' sole financial remedy for damages arising out of the late delivery.
- (d) If it appears that the Barge will be delayed beyond seven (7) days after the delivery date, the Owners shall, as soon as they are in a position to state with reasonable certainty the day on which the Barge should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling and the option must then be declared within seventy-two (72) hours of the receipt by the Charterers of such notice. If the Charterers do not then

PART II

exercise their option of cancelling, the revised delivery date stated in the Owners' notice shall be regarded as the new delivery date for the purpose of this Clause.

- (e) Notwithstanding any other provision in this Charter Party the Charterers shall have the right to cancel this Charter Party prior to delivery on payment of hire for the period as stated in Box 9(i).

9. Trading Area, Employment and Excluded Cargoes

- (a) The Barge shall be employed within its technical capabilities for work in inland, coastal and offshore waters and always in lawful trades within International Navigating Limits and within the trading area stated in Box 21.
- (b) The Charterers shall keep the Owners advised of the intended employment of the Barge.
- (c) The Charterers shall not employ the Barge or suffer the Barge to be employed otherwise than in conformity with the terms of the insurances (including any warranties expressed or implied therein) without first obtaining, either by themselves or through the Owners, the consent to such employment by the Barge's insurers and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.
- (d) The Barge shall not enter any ice-bound ports, places or waters or any ports where lights or lightships have been or are about to be withdrawn by reason of ice or where there is a risk that in the ordinary course of events the Barge will not be able on account of ice to safely enter the port, use the port, or leave after having completed loading or discharging.
- (e) Notwithstanding subclause (b) above, the Barge shall not without the prior written consent of the Owners trade to any area which is designated as a Listed Area by the Joint War Committee. Should the Barge be within any such area when it becomes a Listed Area, the Owners shall be entitled to require the Charterers to remove the Barge from the Listed Area whether or not cargo on board.
- (f) Notwithstanding any provisions to the contrary in this Charter Party it is agreed that nuclear fuels or radioactive materials/waste shall not be loaded or carried under this Charter Party. Stone or similar cargo shall not be carried unless the Owners' prior written consent is obtained.

10. Surveys

- (a) The Owners and the Charterers shall appoint a mutually acceptable qualified marine surveyor to determine and provide written reports on the condition of the Barge (including internal inspection of the tank compartments to establish the condition of the bottom of the Barge) together with its Equipment and spares at the times of delivery and redelivery hereunder.
- (b) The cost for the on-hire survey shall be for the Owners' account and the cost for the off-hire survey shall be for the Charterers' account. Loss of time, if any, in connection with the on-hire survey, shall be borne by the Owners. The off-hire survey shall be conducted in the Charterers' time. In each case the cost of any docking and undocking, if required, in this connection shall be for the Charterers' account.
- (c) The marine surveyor shall also make a complete inventory of the Equipment, spare parts and of all consumable stores onboard the Barge on delivery and again on redelivery. Such inventories shall be included in the survey reports.
- (d) It is agreed between the parties that the survey reports shall be taken as conclusive evidence of the condition and inventory of the Barge, Equipment, spare parts and consumable stores onboard on delivery and redelivery.
- (e) On redelivery the Charterers shall pay for all bunkers, lubricating oil, water, paints, oils, ropes and other consumable stores used during the period of this Charter Party and charged at cost.

11. Inspection and reporting during period of Charter Party

- (a) The Owners shall have the right at any time to inspect or survey the Barge or instruct a duly authorised surveyor to carry out such survey on their behalf to ascertain the condition of the Barge and satisfy themselves that the Barge is being properly repaired and maintained, provided it does not unduly interfere with the commercial operations of the Barge. The costs of the inspection or survey shall be borne by the Owners. All time in respect of inspection, survey or repairs shall count as time on-hire and shall form part of the period of this Charter Party.

PART II

- (b) The Owners have the right to require the Barge to be surveyed and/or dry-docked for inspection at normal classification intervals on the dates stated in Box 7. The costs of such dry-docking shall be for the account of and in the time of the party responsible for maintaining classification according to subclause (b) of Clause 15 (Hull, Machinery and War Risks Insurance, Responsibilities and Classification).
- (c) All incidents occurring to the Barge shall immediately be reported in writing to the Owners and the Charterers shall, whenever required by the Owners, furnish them with full information in writing regarding any casualties or other accidents or damage to the Barge.

12. Maintenance and Operation

- (a) The Charterers shall maintain the Barge and its Equipment in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice.

Unless otherwise agreed, in the event of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Barge by reason of new Class requirements or by compulsory legislation costing more than five per cent (5%) of the Barge's marine insurance value as stated in Box 26, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter Party shall, in the absence of agreement, be referred to arbitration according to Clause 30 (BIMCO Law and Arbitration Clause 2020).

- (b) The Charterers shall at their expense and by their procurement navigate, operate, supply and fuel the Barge whenever required during the period of this Charter Party and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Barge under this Charter Party, including all taxes except those taxes payable on the Owners' income in the country of registration of the Barge and/or the Owners' registered office.
- (c) During the currency of this Charter Party, the Barge shall retain its present name as indicated in Box 5 and shall remain under and fly the flag as indicated in Box 5, provided however that the Charterers shall have the liberty to paint the Barge in their own colours, install and display their insignia and fly their house flag. Painting and re-painting, instalment and re-instalment shall be for the Charterers' account and time used thereby shall count as time on hire.
- (d) The Charterers shall make no structural changes to the Barge or changes in the Equipment without in each instance securing the Owners' prior written approval thereof. If the Owners so approve, the Charterers shall, at their expense and in their time, restore the Barge and Equipment to its former condition before the expiration or earlier termination of this Charter Party, if the Owners so require.
- (e) The Charterers shall have the use of all Equipment and spare parts on board the Barge at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the period of this Charter Party repair and replace such items of Equipment as shall be damaged beyond ordinary wear and tear. The Charterers shall ensure that all repairs to or replacement of any damaged, worn or lost Equipment be effected in such manner (as regards workmanship, specification and quality of materials) as not to diminish the value of the Barge. The Charterers have the right to fit additional equipment at their expense and risk but the Charterers shall remove such equipment at the end of the period at their cost and prior to the redelivery of the Barge, unless otherwise mutually agreed in advance and in writing. The Barge's ballast tanks shall be used for ballast water only.
- (f) It is expressly understood that the Barge shall be moored in ports or places to lie safely, always afloat at any time of tide.
- (g) Towing of the Barge in tandem or as a double tow, that is by the same tug but together with any other floating object, is not permitted unless the Owners' prior written consent is obtained.

13. Repairs

- (a) The Charterers shall be responsible for and effect all repairs, and undertake settlement of all costs, expenses, insured charges and liabilities in connection with such repairs.

PART II

The Charterers shall take immediate steps to have necessary repairs done within a reasonable time failing which the Owners shall have the right of withdrawing the Barge from the service of the Charterers without noting any protest and without prejudice to any claim the Owners may otherwise have against the Charterers under this Charter Party.

To the extent of coverage under the insurances provided for under the provisions of subclause 15(a)(i) (Owners to Insure), the Charterers shall be reimbursed under the Owners' insurances for such expenditures upon presentation of accounts.

Any applicable deductibles stated in Box 27 shall be for the Charterers' account.

- (b) In the event of damage to the Barge not repaired during the period of this Charter Party, the appointed marine surveyor shall in his off-hire survey report assess, with substantiation as appropriate, all costs and time required for repairing such damage and these figures shall be binding on both parties, except for damage recoverable under the Barge's insurance.
- (c) All time used for repairs under the provisions of subclauses (a) and (b) of this Clause, including any deviation, shall be for the Charterers' account and shall form part of the period of this Charter Party.
- (d) Notwithstanding subclause (e) of Clause 15 (Hull, Machinery and War Risks Insurance, Responsibilities and Classification) the Charterers shall remain responsible for Class survey costs in respect of such damages or repairs.

14. Ballasting Operations

- (a) The Barge may be ballasted, and if submersible, submerged and surfaced by the Charterers provided the Charterers use a competent ballast engineer for such operations.

All ballast water operations shall be conducted in accordance with the International Convention for the Control and Management for Ships' Ballast Water and Sediments or other similar legislation as applicable. The Charterers shall maintain a ballast water management plan approved by the marine warranty surveyor and ensure that all ballast water operations are conducted in accordance with the plan including obtaining approvals and/or licences as required. The ballast engineer shall conduct ballast water exchange in accordance with the Charterers' ballast water management plan.

- (b) Owners' ballast engineer - In case the Charterers request in writing and the Owners agree to provide a competent ballast engineer, a notice for same of seventy-two (72) hours plus allowance for travelling time to be given by the Charterers for every occasion the Owners' ballast engineer is required. The Charterers agree to pay to the Owners an amount per day as stated in Box 22 per ballast engineer for up to ten (10) hours' work per day including but not limited to travelling time and/or time for standby associated therewith. For any hour in excess of ten (10) hours per day the Charterers shall pay an amount per hour as stated in Box 23 for each ballast engineer. In addition the Charterers shall pay all travel expenses, accommodation expenses and meals for each ballast engineer, all according to the Owners' invoice, and reimburse the Owners for any advance payments they have made in this respect.
- (c) Charterers' ballast engineer - The use of a ballast engineer appointed by Charterers is subject to the Owners' approval, such approval not to be unreasonably withheld or delayed.
- (d) The Charterers shall:
 - (i) arrange for the transfer of the ballast engineer to and from the Barge;
 - (ii) provide the ballast engineer with safe access to the Barge; and
 - (iii) ensure that they, their client, or their sub-contractors have a representative in attendance at all times when the ballast engineer is on board the Barge who maintains contact with the engineer.
- (e) The ballast engineer shall at all times follow the orders and directions of the Charterers. The Charterers shall indemnify and hold the Owners harmless from and against all costs, claims, damages, expenses, losses, liabilities and penalties resulting from the ballast operations. All liabilities in respect of death and personal injury of the ballast engineer shall be the responsibility of the party providing the ballast engineer.

- (f) All costs arising from compliance with legislation including, but not limited to, the development of the ballast water management plan, permits, licences, engineering studies, provision of ballast engineers and delays to the Barge, shall be for the account of the Charterers.
- (g) Should ballast water have to be treated or discharged into another vessel or ashore, the costs and time for such activities will be for the account and responsibility of the Charterers.

15. Hull, Machinery and War Risks Insurance, Responsibilities and Classification

Subclauses (a)(i) and (a)(ii) are options. State option in Box 24(i). If Box 24(i) is not appropriately filled in then subclause (a)(i) shall apply.

- (a) (i) Owners to insure - The Barge shall be kept insured by the Owners at their expense against marine and war risks. All insurance policies shall be in the name of the Owners and with the Charterers named as co-assured with a waiver of subrogation in favour of the Charterers. The Owners at the request of the Charterers shall apply to their insurers to include Charterers' nominated principals as co-assured. The Owners shall provide the Charterers with evidence of the placing of the above insurances.
- (ii) Charterers to insure - The Barge shall be kept insured by the Charterers at their expense against marine and war risks for the amount stated in Box 26. Such marine and war risks insurances shall be arranged by the Charterers to protect the interests of the Owners, the Charterers, and mortgagees (if any), and the Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint. The terms of the insurance policies are to be approved by the Owners prior to delivery of the Barge. All insurance policies shall be in the name of the Charterers and with the Owners named as co-assured with a waiver of subrogation in favour of the Owners. The Charterers at the request of the Owners shall apply to their insurers to include Owners' nominated principals as co-assured and as loss payee in respect of total loss claims. The Charterers shall provide the Owners with evidence of the placing of the above insurances.
- (b) The party stated in Box 24(ii) shall be responsible for maintaining classification of the Barge.
- (c) If in accordance with subclause (e) of Clause 9 (Trading Area, Employment and Excluded Cargoes) the Owners consent to the Barge being operated in Listed Areas, then any Additional War Risk Premium shall be for the Charterers' account.
- (d) In the event that any act or negligence of the Charterers shall vitiate any of the insurances herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurances.
- (e) Should the Barge become an actual, constructive, compromised or agreed total loss under the insurances required under subclause (a) of this Clause, all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests. The Charterers undertake to notify the Owners of any occurrences in consequence of which the Barge is likely to become a loss as described above.
- (f) Should the Barge become an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners or the Charterers in accordance with subclause (a) of this Clause, this Charter Party shall terminate as of the date of such loss.
- (g) The Charterers shall, upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Barge to the insurers and claim a constructive total loss.

16. Protection and Indemnity Insurance and Liability

Subclauses (a) and (b) are options. State option in Box 25. If Box 25 is not appropriately filled in then subclause (a) shall apply.

- (a) Charterers' P&I cover - Notwithstanding any separate P&I insurances that the Owners may have, the Barge shall be kept insured by the Charterers at their expense against Protection and Indemnity risks and any risks against which it is compulsory to insure for the operation of the Barge. All insurance policies shall be in the name of the Charterers and

PART II

with the Owners named as joint entrant. The terms of the P&I insurances are to be approved by the Owners prior to the delivery of the Barge. The Charterers shall establish and provide evidence of financial security or responsibility in respect of oil or other pollution damage as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Barge, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter Party without any delay. The Charterers shall make and provide evidence of all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify and hold harmless the Owners against all consequences whatsoever for any failure or inability to do so. The Charterers shall provide the Owners with evidence of the placing of the above insurances.

The Charterers shall indemnify and hold the Owners harmless against any claims arising from the losses and/or damage set out in subclauses (i), (ii) and (iii) below.

The Charterers shall be liable for and insure in all circumstances and provide evidence to the Owners of the following:

(i) All loss of or damage to cargo, howsoever caused, including wreck or debris removal of cargo, and/or for damage caused by the cargo, including personal injury and death.

(ii) Any sums whatsoever in consequence of the cargo becoming a wreck or obstruction to navigation.

(iii) All loss or damage suffered by third parties caused by the Barge and/or its Equipment including liabilities arising out of, but not limited to, personal injury and death, collision, dock damage, pollution and wreck removal.

(b) Owners' P&I cover - The Barge shall be kept insured by the Owners at their expense against Protection and Indemnity risks and any risks against which it is compulsory to insure for the operation of the Barge, including maintenance of financial security. All insurance policies shall be in the name of the Owners and with the Charterers named as joint entrant. The Owners shall provide the Charterers with evidence of the placing of the above insurances. The Charterers shall be liable in all circumstances for the following:

(i) All loss or damage suffered by third parties caused by the Barge and/or its Equipment including liabilities arising out of, but not limited to, personal injury and death, collision, dock damage, pollution and wreck removal.

In addition the Charterers shall be liable for and insure in all circumstances and provide evidence to the Owners of the following:

(ii) Any sums whatsoever in consequence of the cargo becoming a wreck or obstruction to navigation.

(iii) All loss of or damage to cargo, howsoever caused, including wreck or debris removal of cargo, and/or for damage caused by the cargo, including personal injury and death.

17. Redelivery

(a) Upon the expiration or earlier termination of this Charter Party, the Charterers shall redeliver the Barge:

(i) safely moored at the port or place stated in Box 11. Such port or place of redelivery to be always safe and accessible for the tug and the Barge, and where they can lie always safe and afloat at all tides; and

(ii) in the same or as good a structure, state, condition and class as that in which it was delivered, ordinary wear and tear excepted, with cargo spaces and ballast tanks free of any sediment or obstruction, with all previous seawastings removed and shall be properly documented as regards trading certificates, classification and Equipment.

(b) To the extent the Barge is not redelivered in accordance with subclause (a)(ii) of this Clause, subclause (b) of Clause 13 (Repairs) shall apply.

(c) The off-hire survey shall be performed in accordance with Clause 10 (Surveys).

18. Early Redelivery

Upon giving fifteen (15) days' prior notice to the Owners, the Charterers shall, notwithstanding any other provision of this Charter Party, be entitled to effect early redelivery of the Barge and to terminate this Charter Party at any time during the period of this Charter Party as agreed according to Clause 2 (Period of Charter Party), provided however,

that if exercising this option, the Charterers shall pay hire for the remainder of the period of this Charter Party as agreed according to Clause 2 (Period of Charter Party).

19. Late Redelivery

If the Charterers, for any reason whatsoever, fail to redeliver the Barge on expiry of the period of this Charter Party, including any optional periods stated in Box 9(ii) if agreed and/or any amendment to the period of this Charter Party which has to be agreed in advance and in writing, the Owners shall be entitled to the agreed rate or to the market rate for that period, whichever is the higher, increased by the amount stated in Box 15(ii). Unless the late redelivery is caused by the Charterers' negligence or wilful default, this compensation shall be the Owners' sole remedy for damages arising out of late redelivery.

20. Force Majeure

- (a) Neither party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent the party invoking force majeure is prevented or hindered from performing any or all of their obligations under this Charter Party, provided they have made all reasonable efforts to avoid, minimise or prevent the effect of such events and/or conditions:

- (i) acts of God;
- (ii) any Government requisition, control, intervention, requirement or interference;
- (iii) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;
- (iv) riots, civil commotion, blockades or embargoes;
- (v) epidemics or pandemics;
- (vi) earthquakes, landslides, floods or other extraordinary weather conditions;
- (vii) fire, accident, explosion except where caused by negligence of the party seeking to invoke force majeure;
- (viii) any other similar cause beyond the reasonable control of either party.

The party seeking to invoke force majeure shall notify the other party in writing within two (2) working days of the occurrence of any such event/condition.

- (b) Neither party shall be able to rely on this Clause where they are prevented or hindered from performing their obligations under this Charter Party by a cause which was reasonably foreseeable at the time of entering into this Charter Party.

21. Excluded Losses

Notwithstanding anything else contained in this Charter Party neither party shall be liable to the other for:

- (a) any loss of use (including, without limitation, loss of use or the cost of use of property, Equipment, materials and services including without limitation, those provided by contractors or subcontractors of any tier or by third parties), loss of profits or anticipated profits; loss of product; loss of business; business interruption; loss of or deferral of drilling rights; loss, restriction or forfeiture of licences, concession or field interest; loss of revenue, shut in, loss of production, deferral of production, increased cost of working; cost of insurance; or any other similar losses whether direct or indirect; and
- (b) any consequential or indirect loss whatsoever; arising out of or in connection with the performance or non-performance of this Charter Party even if such loss is caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise) or default of the indemnified party, and even if such loss is caused wholly or partially by the unseaworthiness of any vessel, and the Owners shall indemnify, protect, defend and hold harmless the Charterers from such losses suffered by the Owners and the Charterers shall indemnify, protect, defend and hold harmless the Owners from such losses suffered by the Charterers.

22. Non-Lien and Indemnity

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Barge.

- (a) The Charterers shall indemnify and hold the Owners harmless against any lien of whatsoever nature arising upon the Barge during the period of this Charter Party while it is under the control of the Charterers and on any claims against the Owners arising out of or in relation to the operation of the Barge by the Charterers.

Should the Barge be arrested by reason of claims or liens arising out of its operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Barge is released, including at their own expense providing security.

- (b) The Owners shall indemnify and hold the Charterers harmless against any lien or claim of whatsoever nature arising upon the Barge during this Charter Party arising out of the operation of the Barge by Owners or former charterers.

Should the Barge be arrested by reason of claims or liens arising out of its operation by the Owners or former charterers, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Barge is released, including at their own expense providing security. All time that is lost as a result of such an arrest shall be for the Owners' account.

23. Lien

The Owners shall have a lien upon all cargoes and sub-freights and sub-hire for all claims under this Charter Party and the Charterers shall have a lien on the Barge for all moneys paid in advance and not earned

24. General Average

General Average, if any, shall be adjusted according to the York-Antwerp Rules 2016. The Charter Party hire not to contribute to General Average.

25. Assignment and Sub-Demise

The Charterers shall not assign this Charter Party nor sub-demise the Barge except with the prior written consent of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.

If, after obtaining the Charterers' agreement, which shall not be unreasonably withheld, the Owners sell the Barge, either prior to delivery or during the performance of this Charter Party, the Owners shall have the right and be obliged to assign and transfer this Charter Party to the buyer of the Barge upon giving the Charterers prompt notice in writing of the buyers' full style and the time when the Barge will be delivered to the buyers and the assignment will become effective. As from that time the Owners shall be relieved from all obligations and liabilities under this Charter Party and wherever the term the Owners appears it shall thereafter be considered as a reference to the buyers.

26. Bank Guarantee

Optional, only to apply if Box 28 is filled in.

The Charterers undertake to furnish, before delivery of the Barge, a first class bank guarantee or bond acceptable to the Owners in the sum and at the place as indicated in Box 28 as guarantee for the performance of their obligations under this Charter Party.

27. Requisition/Acquisition

- (a) In the event of the requisition for hire of the Barge by any governmental or other competent authority at any time during the period of this Charter Party, this Charter Party shall not be deemed to be frustrated or otherwise terminated. The Charterers shall continue to pay hire according to this Charter Party until the time when this Charter Party would have expired or terminated pursuant to any of the provisions hereof. However, if any requisition hire or compensation is received by the Owners for the remainder of the period of this Charter Party or the period of the requisition, whichever is shorter, it shall be payable by the Owners to the Charterers.

- (b) In the event of the Owners being deprived of their ownership in the Barge by any compulsory acquisition of the Barge or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the period of this Charter Party when Compulsory Acquisition may occur, this Charter Party shall be deemed terminated as of the date of such Compulsory Acquisition. In such event charter hire to be considered as earned and to be paid up to the date and time of such Compulsory Acquisition. The Owners shall be entitled to any compensation received for such Compulsory Acquisition.

28. Limitation of Liability

Notwithstanding any provisions of this Charter Party to the contrary, the Owners shall have the benefit of all limitations of, and exemptions from, liability accorded to the owners or chartered owners of barges by any applicable statute or rule of law for the time being in force, and the same benefits to apply regardless of the form of signatures given to this Charter Party.

29. Commission

The Owners shall pay commission to the brokers named in Box 29 on any hire, mobilisation and/or demobilisation fee paid under this Charter Party. If the full hire or fee is not paid owing to breach of Charter Party by either of the parties, the party in breach therefore shall indemnify the brokers against their loss of commission. The brokers shall be entitled to enforce their rights under this Clause against either the Owners or the Charterers. The Owners or the Charterers shall be deemed to be acting as agent or trustee of and for the brokers' benefit, but only for the purpose of this Clause.

30. BIMCO Law and Arbitration Clause 2020

The Parties have been given a choice of law and arbitration alternatives in Part I and this is the clause that shall apply.

- (a) This contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this contract shall be referred exclusively 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. The seat of arbitration shall be London even where any hearing takes place in another jurisdiction.
- (b) The reference shall be to three (3) arbitrators.
- (c) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms.
- (d) In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure. In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor any counterclaim exceeds the sum of USD 400,000 (or such other sum as the parties may agree) the parties may agree that the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure.
- (e) The terms, procedures and rules referred to in subclauses (c) and (d) above shall be those current at the time when the arbitration proceedings are commenced.
- (f) Any and all notices and communications in relation to any arbitration proceedings under this Clause, including commencement notices and appointment of arbitrators, shall be treated as effectively served from the date and time the e-mail was sent if sent by e-mail to the e-mail address of the Owners stated in Box 30 and of the Charterers stated in Box 31, respectively.

Either Party shall be entitled to change and/or add to the e-mail addresses by sending notice of change to the other Party at the address in Box 30 and Box 31 respectively (or, if previously amended by notice, the relevant amended addresses).

Nothing in this clause shall prevent any notice and communication in relation to any arbitration proceedings in connection with this contract being served by other effective means.

31. Notices

All notices, requests and other communications required or permitted by any clause of this Charter Party, except for notices given under Clause 30 (BIMCO Law and Arbitration Clause 2020), shall be given in writing and shall be sufficiently given or transmitted if delivered by hand, email, express courier service or registered mail and addressed if to the Owners as stated in Box 30 or such other address or email address as the Owners may hereafter designate in writing, and if to the Charterers as stated in Box 31 or such other address or email address as the Charterers may hereafter designate in writing. Any such communication shall be deemed to have been given on the date of actual receipt by the party to which it is addressed.

32. Entire Agreement

- (a) This Charter Party constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral, in respect of its subject matter.
- (b) Each party acknowledges that it has not entered into this Charter Party in reliance on, and shall have no remedies in respect of, any representation, statement, assurance or warranty that is not expressly set out in this Charter Party.
- (c) Any term, condition, representation, statement, assurance or warranty capable of being implied into this Charter Party by any applicable custom, statute or law is hereby excluded to the extent that such exclusion can legally be made.
- (d) Nothing in this Charter Party purports to limit or exclude any liability for fraud.
- (e) This Charter Party may not be modified except by written agreement between the parties.

33. Singular/Plural

The singular includes the plural and vice versa as the context admits or requires.

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ANNEX A (BARGE SPECIFICATION)

TO THE BIMCO STANDARD BARGE CHARTER PARTY

CODE NAME: BARGEHIRE 2021

1. General

- 1.1 Barge Name:
- 1.2 Type:
- 1.3 Year Built:
- 1.4 Flag and Port of Registry:
- 1.5 Official Number:
- 1.6 Class/Classification:

2. Dimensions

- 2.1 GT/NT: /
- 2.2 Length Overall:
- 2.3 Breadth Moulded:
- 2.4 Depth Moulded:
- 2.5 Deadweight:
- 2.6 Deck Loading:
- 2.7 Number of compartments:

3. Deck Equipment

- 3.1 Mooring Bollards:
- 3.2 Towing Brackets:
- 3.3 Winch:
- 3.4 Anchor:
- 3.5 Manhole:
- 3.6 Navigation Lights:

4. Ballast System:

5. Others:

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