

GENERAL CHARTER PARTY 1962

/to be used for trades for which no special form is in force/

OPĆA ČARTER PARTIJA 1962.

/za upotrebu u prometu ako nije na snazi nikakav posebni
formular/

Code Name
"NUGEN"

L O A D I N G A N D D I S C H A R G E

25. RATES

- 120 /a/ Prerequisites of vessel.- The agreed rates of loading and discharge apply on condition that the vessel can receive at these rates, has clear holds, normal hatches and an adequate number of derricks and winches.
- 121 /b/ Weather, s.h.ex.- Time lost through weather hindrances not to count. Sundays and official holidays to be excepted unless used, in which event time actually used to count.
- 122 /c/ Earlier commencement.- If loading or discharge is commenced before the commencement of lay time, time actually used shall count in this period.
- 123 /d/ "Fast can".- If a "fast can" loading/discharge has been agreed, the cargo shall be loaded/discharged as fast as the vessel can receive/deliver, but according to the custom of the port.

Ime po kodu
"NUGEN"

U K R C A V A N J E I I S K R C A V A N J E

25. VRIJEME

- 120 /a/ Uvjeti za brod.- Ugovoren vrijeme ukrcavanja i iskrcavanja primjenit će se pod uvjetom da brod može primiti/ predati u tom vremenu, da ima čista skladista, normalna grotla i primjereni broj semarica i vitla.
- 121 /b/ Weather, s.h.ex.- Vrijeme izgubljeno zbog vremenskih smjetnji neće se računati. Nedjelje i službeni praznici bit će izuzeti,
- 122 /c/ Raniji početak.- Ako je ukrcavanje ili iskrcavanje započelo prije početka stojnica, vrijeme stvarno upotrijebljeno računat će se u taj rok.
- 123 /d/ "Brzo koliko je moguće".- Ako je "brzo koliko je moguće" ukrcavanje/iskrcavanje bilo ugovoreno, teret će biti ukrcan/iskrcan tako brzo kako brod može primiti/predati, ali u skladu s običajem luke.

26. HANDLING APPLIANCES

- 134 If alternatives /a/ or /b/ in clauses 17 and/or 23 have been adopted, the Carrier shall have the option of using shore cranes or ship's tackle where permissible by local regulations.

27. STEVEDORES

- 137 Stevedores, irrespective of the party appointing and/or paying for them, shall work under instructions of the Master.

28. WINCHES AND LIGHT

- 139 /a/ Irrespective of the division of loading/discharging cost, the Carrier shall give free use, throughout the duration of loading/discharge, of all vessel's winches in good working order, of running gear, of light/ as on board/ and of sufficient motive power to operate all winches simultaneously.
- 144 /b/ Winchmen.- The Carrier shall provide free of charge winchmen from crew unless port or Trade Union regulations prohibit this. Shore winchmen, irrespective of the party paying for them, shall work under instructions of the Master.

29. OVERTIME

- 148 Irrespective of the division of loading/discharging cost,

26. MANIPULATIVNA OPREMA

- 134 Ako su alternative /a/ ili /b/ u klauzulama 17 i/ili 23 bile usvojene, vozar će imati opciju da se služi kopnenom dizalicom ili brodskim čekrkom, ukoliko to mjesni propisi dopuštaju.

27. SLAGAČI

- 137 Slagači, bez obzira koja ih od stranaka odabere i/ili plaća, radit će po nalogu zapovjednika.

28. VITLA I SVJETLO

- 139 /a/ Bez obzira na podjelu troškova ukrcavanja/iskrcavanja vozar će staviti na slobodno raspolaganje za vrijeme trajanja ukrcaja/iskrcaja sva vitla broda u ispravnom stanju, pogonski uredjaj, svjetlo /koliko ga na brodu ima/ i dovoljno pogonske snage da iskorištava sva vitla istovremeno.
- 144 /b/ Posluživaoci vitla.- Vozar će dati besplatno posluživaocu vitla, izmedju članova posade, ukoliko odredbe luke ili sindikata to ne zabranjuju. Obalni posluživaoci vitla, bez obzira koja strana ih plaća, radit će po nalogu zapovjednika.

29. PREKOVREMENI RAD

- 148 Bez obzira na raspodjelu troškova ukrcavanja/iskrcavanja

149 the Charterer/Shipper/Consignee has the option to
demand
150 that the loading/discharge be carried on beyond
ordinary
151 working hours and during excepted periods, the
Carrier
152 providing free of charge all vessel's facilities
inclusive of
153 service of officers and crew.
154 Extra costs of stevedores and all extra
expenses incurred
155 on shore to be for account of the party requesting
or ordering
156 the overtime.

30. SHIFTING

157 /a/ If the Charterer/Shipper/Consignee has the
option of
158 loading/discharging the vessel at two or more
berths, the cost
159 of shifting from one berth to another shall be
borne by the
160 Carrier and shifting time not to count.
161 /b/ Warping.- The vessel shall be warped to and
from the
162 loading/discharging appliances as required, at
Carrier's risk
163 and expense, but time to count.

31. DUES AND CHARGES

164 /a/ On the cargo.- The Shipper shall pay all dues
and charges
165 on the cargo at the port of loading, and the Con-
signee at the
166 port of discharge.

149 čarterer/krcatelj/primalac ima opciju da zahtijeva
150 da se ukrcavanje/iskrcavanje izvrši izvan redovnih
151 radnih sati i za vrijeme neradnog vremena, a vozar
152 će besplatno dati na raspolaganje sve brodske na-
prave uključujući
153 i usluge časnika i posade.

154 Posebne troškove slagača i sve posebne iz-
datke koji su nastali
155 na obali, snosit će stranka koja je tražila ili
naložila
156 prekovremeni rad.

30. POMICANJE BRODA

157 /a/ Ako čarterer/krcatelj/primalac ima opciju
158 ukrcavanja/iskrcavanja broda na dva ili više ve-
zova, troškove
159 pomicanja s jednog veza na drugi snosit će
160 vozar, a vrijeme pomicanja neće se računati.
161 /b/ Pomicanje uzduž obale.- Brod će se pomicati
uzduž obale prema opremi i od
162 opreme za ukrcavanje/iskrcavanje prema potrebi
na vozarev rizik
163 i trošak, ali će se vrijeme računati.

31. PRISTOJBE I TROŠKOVI

164 /a/ Za teret.- Krcatelj će platiti sve pristojbe
i troškove
165 na teretu u luci ukrcaja, a primalac u
166 luci iskrcaja.

- 167 /b/ On the vessel.- The Carrier shall pay all port dues, pilot-
- 168 age, towage and other charges and/or taxes customarily charged to the vessel.

G E N E R A L

32. CANCELLING

- 170 /a/ Actual missing.- If by the cancelling date the Master's notice has not been given in conformity with clause 15, the Charterer will have the option of cancelling this Charter without prejudice to his right, if any, of claiming damages incurred, whether Charter cancelled or maintained.
- 175 /b/ Anticipated missing.- Should the Carrier anticipate with reasonable certainty that the vessel will not be ready to load by the cancelling date, he shall notify the Charterer thereof stating the probable date of vessel's readiness to load. The Charterer shall declare within 18 office hours of receipt of such notification whether he maintains the Charter or not, without prejudice to his right of claiming damages which he may have. If the Charter is maintained, a new cancelling date shall be agreed upon.

- 167 /b/ Za brod:- Vozar će platiti sve lučke pris- tojbe, pilo- tažu, tegljenje i druge troškove i/ili takse koje se uobičajeno plaćaju za brod.

O P Ć E O D R E D B E

32. ODUSTAJANJE

- 170 /a/ Stvorni nedolazak.- Ako nije do dana za odustajanje zapovjednik dao obavijest u skladu s klauzulom 15, čarterer će imati pravo opcije da odustane od ovog čartera bez uštrba za svoja prava, ako ih ima, na naknadu štete koja je nastala, bilo da se od čartera odustalo ili da je na snazi.
- 175 /b/ Predvidjeni nedolazak.- Ako vozar predviđi s razboritom sigurnošću da brod neće biti spreman za ukrcavanje do dana za odustajanje, on mora obavijestiti o tome čarterera, navodeći vjerojatan dan spremnosti broda za ukrcavanje.
- 179 Čarterer mora izjaviti u roku 18 uredovnih sati nakon primitka takve obavijesti da li održava čarter na snazi ili ne,
- 181 bez uštrba za svoja prava na naknadu štete koju bi mogao imati. Ako je čarter ostao na snazi, ugovorit će se novi dan za odustajanje.

33. DEVIATION

- 184 Deviation in saving or attempting to save life or property
185 at sea, or any reasonable deviation shall not be deemed to be
186 an infringement of this Charter and the Carrier shall not be
187 liable for any loss or damage resulting therefrom.

34. LIEN

- 188 /a/ The Carrier shall have a lien on the cargo for any amount due to him under this Charter.
190 /b/ Deposit.- In case of disputes over items payable by the Charterer/Shipper/Consignee he shall have the option of making a deposit /at the joint disposal of the Charrier and
193 Charterer/Shipper/Consignee/ at a first class bank in his country, in which event the Carrier not to exercise lien on the cargo for such items.

- 196 If such dispute has not been submitted to court or arbitration within one year of making the deposit, the deposit shall be returned to the party who has made it.
199 /c/ Demurrage.- In case of Shipper's/Consignee's failure to settle demurrage the Charterer to remain responsible to

33. SKRETANJE

- 184 Skretanje radi spasavanja ili pokušaja spašavanja života ili imovine
185 na moru, ili svako razumno skretanje neće se smatrati
186 da vrijedja odredbe čartera i vozar neće biti
187 odgovoran za gubitak ili štetu koja od tuda proizlazi.

34. PRAVO ZALOGA

- 188 /a/ Vozar ima pravo zalogu na teretu za svaku svotu koja mu pripada po ovom čarteru.
190 /b/ Polog.- U slučaju neslaganja o stavkama koje bi trebao platiti,
191 čarterer/krcatelj/primalac imat će opciju da izvrši polog /na zajedničko raspolaganje vozaru i
193 čartereru/krcatelju/primaocu/ kod prvorazredne banke u svojoj žemlji, u kojem slučaju se vozar neće poslužiti pravom zalogu
195 na teret za te stavke.
196 Ako se takav spor ne podnese pred sud ili arbitražu
197 u roku jedne godine nakon osnivanja pologa, polog
198 će se vratiti stranci koja ga je dala.
199 /c/ Naknada za prekostojnice.- U slučaju propusta krcatelja/primaoca
200 da plati naknadu za prekostojnice, čarterer će ostati odgovoran

201 such extent as the Carrier has been unable to obtain
202 settlement thereof by exercising lien on the cargo.

35. CARRIER'S RESPONSIBILITY AND IMMUNITIES

203 /a/ Responsibility for delay or non-performance.- The
204 Carrier shall not be liable for any loss suffered by
the Char-
205 terer through delay or non-performance of this Char-
ter if
206 occasioned by causes beyond the Carrier's control or
by any
207 act, neglect or default in the navigation of the
vessel.

208 /b/ Indemnity.- Indemnity for delay or non-perfor-
mance of

209 this Charter shall not exceed the estimated amount
of freight.

210 /c/ C/P General Paramount.- In respect of cargo
the Car-

211 rier's responsibility and immunities under this
Charter and

212 Bills of Lading issued hereunder shall be governed
by the

213 International Convention for the Unification of
Certain Rules

214 relating to Bills of Lading, dated Brussels, the
25th August 1924.

215 /d/ Deck cargo.- If carriage of cargo on deck has
been

216 agreed, such cargo shall be secured under supervi-
sion of the

217 Master, but it shall be carried at Charterer's
risk, subject to

201 do visine za koju vozar nije mogao dobiti
202 naknadu ostvarujući pravo zaloge na teretu.

35. VOZAREVA ODGOVORNOST I IMUNITETI

203 /a/ Odgovornost za zakašnjenje ili neizvršenje.-
204 Vozar neće biti odgovoran za nikakav gubitak ko-
ji pretrpi čarterer
205 zbog zakašnjenja ili neizvršenja ovoga čartera,
206 ako su se dogodili iz razloga koji su izvan kon-
trole vozarove, ili zbog
207 bilo kojeg čina, nemarnosti ili greške u plovidbi
broda.

208 /b/ Naknada.- Naknada za zakašnjenje ili neizvr-
šenje

209 ovoga čartera ne može prijeći predvidjenu svotu
vozarine.

210 /c/ C/P General Paramount.- U pogledu tereta

211 vozareva odgovornost i imuniteti po ovom čarteru
i

212 teretnice po njemu izdane upravlјat će se prema

213 Medjunarodnoj konvenciji za izjednačenje nekih
pravila

214 za teretnicu, sklopljenoj u Bruxellesu 25.kolovoza
1924.

215 /d/ Teret na palubi.- Ako je prijevoz tereta na
palubi bio

216 ugovoren, takav teret bit će osiguran pod nadzo-
rom

217 zapovjednikovim, ali će biti prevezen na rizik
čarterera, i bit će predmet

- 218 the same limitation of the Carrier's liability per package or unit as provided for the under-deck cargo in the Brussels Convention referred to in clause 35 /c/.
- 221 Period of responsibility.- The Carrier shall be responsible for loss or damage to the cargo in the period from its being lifted from alongside by the ship's tackle or shore crane tackle at the port of loading until its being placed alongside within reach of the ship's tackle or shore crane tackle at the port of discharge, notwithstanding any stipulation in this Charter regarding the appointment of Stevedores, cost of load-
- 228 ing and/or discharge, etc.

36. RE-CHARTERING

- 229 The Charterer has liberty to re-charter the vessel without prejudice to this Charter, on giving due notice thereof to the Carrier.
37. GENERAL AVERAGE AND SALVAGE
- 232 General Average shall be settled according to the York-Antwerp Rules, 1950. The average statement shall be made up at a place and by an adjuster selected by the Carrier.

- 218 istoga ograničenja vozareve odgovornosti za kološki ili jedinicu kao što je određeno za teret pod palubom u Bruxelleskoj konvenciji na koju se odnosi klauzula 35 /c/.
- 221 /e/ Vrijeme odgovornosti.- Vozar će biti odgovoran za gubitak ili štetu na teretu u vremenu od kada je dignut uz brod brodskim čekrkom ili čekrkom obalne dizalice u luci ukrcaja pa do časa kad je postavljen uz brod u doseg brodskog čekrka ili čekrka obalne dizalice u luci ukrcaja, bez obzira na uglašak u ovom čarteru u vezi s imenovanjem slagača, troškova ukrcavanja i/ili iskrcavanja itd.
36. PODČARTER
- 229 Čarterer je ovlašten dati brod u podčarter, bez uštrba na ovaj čarter, dajući o tome dužno obaveštenje vozaru.
37. ZAJEDNIČKA AVARIJA I SPASAVANJE
- 232 Zajednička avarija uredit će se u skladu sa York-Antwerpskim pravilima 1950. Avarijski izvještaj podnijet će se u mjestu i od likvidatora kojeg odabere vozar.

235 In the event of General Average or salvage
resulting from
236 any cause whatsoever /even from negligence/, for
which the
237 Carrier is not responsible by law or this Charter,
the cargo
238 shall contribute in General Average or salvage.
239 If a salving ship is operated by the Carrier,
salvage shall
240 be paid for as fully as if the salving ship belon-
ged to a third
241 party.

38. BROKERAGE

242 The brokerage upon the gross freight and
deadfreight is
243 due by the Carrier to the Broker upon shipment
of cargo.
244 In case of non-execution of the Charter the
Carrier shall
245 pay the Broker one-third of the brokerage on the
estimated
246 amount of freight.

39. STRIKE

247 /a/ Neither the Charterer nor the Carrier shall be
responsible
248 for the consequences of strike, lock-out or boycott
preventing
249 or delaying the fulfilment of any obligation under
this
250 contract.
251 /b/ Loading port.- In the event of strike, lock-out
or boycott

235 U slučaju zajedničke avarije ili spasavanja
do kojeg je došlo
236 s bilo kojeg razloga /čak i zbog nemarnosti/, za
koji
237 vozar ne odgovara na temelju prava iz ovog čartera,
teret
238 će pridonijeti u zajedničkoj avarijskoj ili spasavanju.
239 Ako brod koji spasava iskorištava vozar, na-
knada za spasavanje
240 platit će se u cijelosti kao da brod koji spasava
pripada trećoj
241 osobi.

38. MEŠTARINA

242 Meštarinu za bruto vozarinu i mrtvu vozari-
nu
243 dužan je vozar meštaru nakon ukrcaja tereta.
244 U slučaju neizvršenja čartera, vozar će
245 platiti meštaru trećinu meštarine od procije-
njene
246 visine vozarine.

39. ŠTRAJK

247 /a/ Ni čarterer ni vozar neće biti odgovorni
248 za posljedice štrajka, lokauta ili bojkota koji
sprečavaju
249 ili odlažu izvršenje ma koje obveze iz ovoga
250 ugovora.
251 /b/ Luka ukrcaja.- U slučaju štrajka, lokauta
ili bojkota

252 affecting the loading of the cargo, or any part
of it, when the vessel is ready to proceed from her last port or
at any time
253 vessel is ready to proceed from her last port or
at any time
254 during the voyage to the port or ports of loading
or after her arrival there, the Carrier may ask the Charterer
to declare
255 that he agrees to count the lay time as if there
were no such
256 hindrance. Unless the Charterer has given such
declaration
257 in writing /by telegram, if necessary/ within 24
hours, the
258 Carrier shall have the option of cancelling this
Charter. If part
259 cargo has already been loaded, the vessel must
carry it to the
260 port of discharge, freight payable on loaded quan-
tity only,
261 having liberty to complete with other cargo on
the way for
262 Carrier's own account.
263 /c/ In the event of strike, lock-out or boycott
which can
264 reasonably be expected - before the loading has
commenced
265 - to affect the discharge of cargo, the Carrier
is at liberty
266 to cancel this Charter unless the Charterer decla-
res /within
267 24 hours of receipt of Carrier's notification of
intended can-
268 cellation/ that he agrees to count the lay time at
port of dis-

252 koji utječu na ukrcaj tereta, ili na bilo koji
njegov dio, kad
253 je brod spreman da proslijedi iz njegove zadnje
luke u bilo koje vrijeme
254 za vrijeme putovanja u luku ili luke ukrcaja, ili
nakon njegovog
255 dolaska tamo; vozar može zamoliti čarterera da
izjavи
256 da je sporazuman računati stojnice kao da tamo
nema takve
257 smetnje. Dok čarterer nije dao takvu izjavu
258 pismeno /brzojedno ako je potrebno/ u roku od 24
sata,
259 vozar će imati opciju da odustane od ovog čarte-
ra. Ako je dio
260 tereta već bio ukrcan, brod ga mora prevesti do
261 luke iskrcanja, a vozarina će se platiti samo na
ukrcanu količinu,
262 imajući slobodu da ga popuni s drugim teretom na
putu za
263 vozarev vlastiti račun.
264 /c/ U slučaju štrajka, lokauta ili bojkota koji
mogu
265 biti razumno očekivani - prije nego što je počelo
ukrcavanje -
266 da će utjecati na iskrcavanje tereta, vozar može
267 odustati od ovog čartera, ukoliko čarterer ne iz-
javи /u roku
268 od 24 sata od prijema vozareve obavijesti o namje-
revanom odu-
269 stanku/ da se on slaže da računa stojnice u luci

- 270 charge as if there were no such hindrance, without prejudice
271 to the Consignee's right of ordering the vessel to a substitute
272 port of discharge in accordance with sub-clause /d/. Time for
273 loading does not count in the said 24 hours.
274 /d/ Discharging port.- In the event of strike, lock-out or
275 boycott affecting the discharge of the cargo on or after vessel's arrival at or off the port of discharge, the Consignee
276 shall have the option of keeping the vessel waiting until such
277 strike, lock-out or boycott is at an end against paying half
278 demurrage after expiration of the time provided for dis-
279 charging, or of ordering the vessel to a safe port where she
280 can safely discharge without risk of being detained by strike,
281 lock-out or boycott. Such orders to be given within 48 hours
282 after the Carrier has given notice to the Consignee of vessel's
283 readiness to discharge or of the Carrier's request for orders.
284 All conditions of this Charter and of the Bill of Lading issued
285 hereunder shall apply to the delivery of the cargo at such
286 substitute port, and the Carrier shall receive the same freight

- 270 iskrcaja kao da tamo nije bilo takve smetnje, bez uštrba
271 na pravo primaoca da uputi brod u drugu luku iskrcaja u skladu s podklauzulom /d/. Vrijeme
273 ukrcavanja neće se računati u spomenuta 24 sata.
274 /d/ Luka iskrcaja.- U slučaju štrajka, lokauta ili bojkota koji utječu na iskrcavanje tereta, ili nakon dolaska broda u luku ili izvan luke iskrcaja, primalac
276 može imati opciju da zadrži brod dok
278 štrajk, lokaut ili bojkot ne završi, uz plaćanje polovice
279 troškova za prekostojnice nakon proteka vremena predviđenog za
280 iskrcavanje, ili da uputi brod u sigurnu luku gdje
281 može sigurno iskrcavati bez rizika da bude zadržan štrajkom,
282 lokautom ili bojkotom. Takvi nalazi će se dati u roku od 48 sati
283 nakon što je vozar dao obavijest primaocu o spremnosti
284 broda za iskrcaj, ili na vozarevo traženje za naloge.
285 Svi uvjeti ovoga čartera i teretnice izdane po njemu, primjenit će se na isporuku tereta u tekovoj
287 drugoj luci, i vozar će primiti istu vozarinu

288 as if the cargo had been discharged at the original port of
289 destination, except that if the distance of the substitute port
290 exceeds 100 nautical miles, the freight on the cargo delivered
291 at the substitute port to be increased in proportion.
292 /e/ Notification.- The party who first learns about the occurrence of strike, lock-out or boycott shall immediately notify
293 thereof the other party.

40. ICE

Loading port
295 /a/ In the event of the loading port being inaccessible by reason of ice when the vessel is ready to proceed from her last port, or at any time during the voyage, or on vessel's arrival, or in case frost sets in after vessel's arrival, the Master, for fear of vessel being frozen in, is at liberty to leave without cargo, and this Charter shall be null and void.
301 /b/ If during loading the Master, for fear of vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port with option of completing cargo for Carrier's own account

288 kao da je teret bio iskrcan u izvornoj luci odredišta, ukoliko udaljenost ove druge luke nije veća od 100 nautičkih milja, vozarina za teret isporučen u drugoj luci bit će razmjerno povećana.
292 /e/ Obavijest.- Stranka koja prva sazna za slučaj štrajka, lokauta ili bojkota, mora odmah obavijestiti o tome drugu stranku.

40. LED

Luka ukrcaja
295 /a/ U slučaju da luka ukrcaja bude nepristupačna zbog leda kad je brod spreman da otplovi iz svoje posljednje luke, ili ma u koje vrijeme u toku putovanja, ili nakon prispjeća broda, ili u slučaju zemrzavanja nakon prispjeća broda, zapovjednik, zbog straha da brod ne bude zaledjen, može otploviti bez tereta i ovaj čarter će biti ništav.
301 /b/ Ako u toku ukrcavanja zapovjednik, zbog straha da se brod ne zaledi u luci, smatra uputnim da otplovi, slobodan je da to učini zajedno s teretom koji ima na brodu, i da uplovi u bilo koju drugu luku s opcijom da dopuni teret za račun vozara,

- 305 to any port or ports including the port of discharge.
Any part
306 cargo thus loaded under this Charter to be forwarded
to desti-
nation at vessel's expense against payment of the
agreed
308 freight, provided that no extra expenses be thereby
caused to
309 the Consignee, freight being paid on quantity deli-
vered /in
310 proportion if lump sum/, all other conditions as per
Charter.
311 /c/ In case of more than one loading port, and if
one or more
312 of the ports are closed by ice, the Master or Carrier
to be at
313 liberty either to load the part cargo at the open
port and fill
314 up elsewhere for the Carrier's own account as under
sub-
315 -clause /b/ or to declare the Charter null and void
unless the
316 Charterer agrees to load full cargo at the open port.

Discharging port

- 317 /d/ Should ice prevent the vessel from reaching the
port of
318 discharge, the Consignee shall have the option of
keeping the
319 vessel waiting until the re-opening of navigation
and paying
320 demurrage, or of ordering the vessel to a safe and
immediately
321 accessible port where she can safely discharge
without risk

- 305 u ma koju luku ili luke, uključujući luku iskrcanja. Svaki dio
306 tereta tako ukrcan po ovom čarteru bit će otpremljen u odredište
307 na trošak broda uz naplatu ugovorene vozarine,
308 s tim da time ne nastanu nikakvi naročiti troškovi
309 za primaoca, i da se vozarina plaća prema isporučenoj količini /u
310 razmjeru paušalne vozarine/, s tim da svi drugi uvjeti budu prema čarteru.
311 /c/ U slučaju da ima više od jedne luke ukrcaja, iako jedna ili više
312 od tih luka jesu zatvorene zbog leda, zapovjednik ili vozar mogu
313 da ili ukrcaju dio tereta u otvorenoj luci i da ga dopune
314 gdje drugdje na račun vozara kao u
315 pod-klauzuli /b/ ili da izjave da je čarter ništav, ukoliko
316 čarterer ne pristane da ukrca puni teret u otvorenoj luci.

Luka iskrcaja

- 317 /d/ Ako led spriječi brod da stigne u luku
318 iskrcaje, primalac će imati opciju da zadrži
319 brod da čeka dok se plovni put otvoriti i da plati
320 naknadu za prekostojnice, ili da naredi brodu da otplovi u sigurnu i neposredno
321 pristupačnu luku gdje može sigurno iskraci bez rizika

- 322 of detention by ice. Such orders to be given within 48 hours.
- 323 after the Carrier or Master has given notice to the Charterer
- 324 of impossibility of reaching port of destination.
- 325 /e/ If during discharging the Master, for fear of vessel being
- 326 frozen in, deems it advisable to leave, he has liberty to do so
- 327 with what cargo he has on board and to proceed to the nearest
- 328 safe and accessible port. Such port to be nominated by the Charterer/Consignee as soon as possible, but not later than 12
- 329 business hours of receipt of Carrier's request for nomination
- 330 of a substitute discharging port, failing which the Master will
- 331 himself choose such port.
- 332 /f/ On delivery of the cargo at such port, all conditions of the
- 333 Bill of Lading shall apply and the Carrier shall receive the
- 334 same freight as if the vessel had discharged at the original
- 335 port of destination except that if the distance to the substi-
- 336 tute port exceeds 100 nautical miles, the freight on the cargo
- 337 delivered at that port to be increased in proportion.
- 338 /g/ Spring.- This ice clause /a/ to /f/ not to apply in the
- 339 Spring /as from 21st March inclusive/.

- 322 da bude zadržan od leda. Takve naloge će dati u roku od 48 sati
- 323 nakon što su vozar ili zapovjednik dali obavijest čartereru
- 324 o nemogućnosti dolaska u luku odredišta.
- 325 /e/ Ako za vrijeme iskrcavanja zapovjednik, od straha da brod ne bude
- 326 u luci zaledjen smatra uputnim da otplovi, on može to učiniti
- 327 s teretom koji ima na brodu, i da proslijedi u najbližu
- 328 sigurnu i pristupačnu luku. Takvu luku će imenovati
- 329 čarterer/primalec što je prije moguće, ali ne kasnije od 12
- 330 poslovnih sati nakon primitka vozarevog zahtjeva za imenovanjem
- 331 druge luke iskrcaja, ukoliko to ne učini, zapovjednik će
- 332 sam izabrati luku.
- 333 /f/ Nakon isporuke tereta u takvoj luci, primijenit će se svi uvjeti
- 334 teretnice, i vozar će primiti
- 335 jednaku vozarinu kao da je brod iskrcan u prvobitnoj
- 336 luci odredišta; ako udaljenost do druge
- 337 luke prelazi 100 nautičkih milja, vozarina za teret
- 338 isporučena u toj luci bit će razmjerno povećana.
- 339 /g/ Proljeće.- Ova klauzula o ledu /a/ do /f/ neće se primijeniti u
- 340 proljeće /od 21. ožujka uključivo/.

41. WAR

- 341 The Baltic and International Maritime Conference and the
342 Chamber of Shipping of the United Kingdom War Risks
343 Clauses for Voyage Charters 1950 /Code Name:
"Voywar 1950"/
344 to be incorporated in this Charter Party.

41. RAT

- 341 Klauzule Baltičke i Medjunarodne pomorske konferencije i
342 Brodarske komore Ujedinjenog Kraljevstva o ratnom riziku
343 za čartere na putovanju 1950. /ime po kodu:
"Voywar 1950"/,
344 bit će uključene u ovaj čarter.