

The New York Produce Exchange Time Charter 2015

Changes at a glance

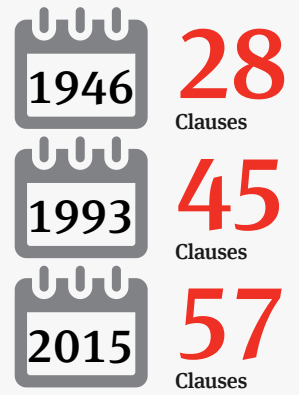
The new form:



Aims to achieve a better balance between Owners and Charterers

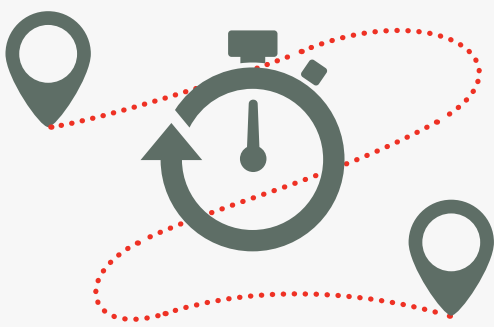


A modern 'fit for purpose' form – negating the need for lengthy additional rider clauses



Added clauses

Key changes



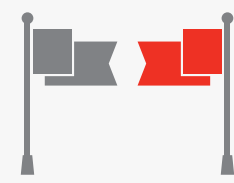
Differentiation between trip and period fixtures - specific clauses dealing with issues arising in each type of fixture



A last voyage clause permits the Charterer to maintain the terms of the charterparty should the last voyage exceed the stated charter period



Charterers have the option to add any time the Vessel is deemed 'off-hire' to the charter period

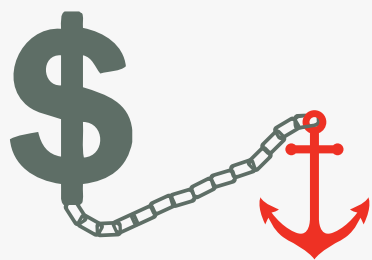


Charterers may fly their own flag and paint the Vessel with their own markings



A Not-Always-Afloat-But-Safely-Aground (NAABSA) provision also now included

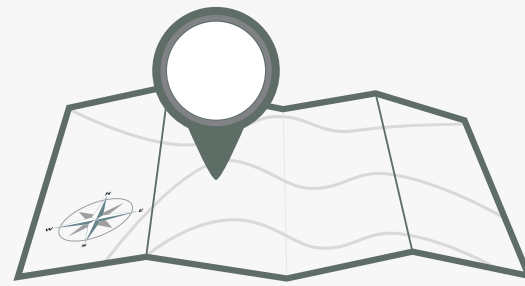
If longer than five months, the arrangement will be deemed a period charter, and the above clauses apply



Owners can now withhold performance at any time if hire is outstanding



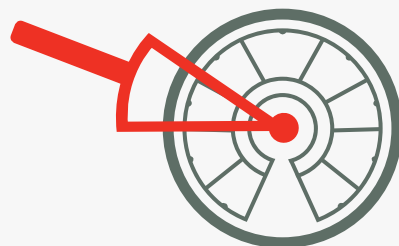
Owners can also withdraw the Vessel after a grace period if hire is not paid and claim damages for the remainder of the fixture



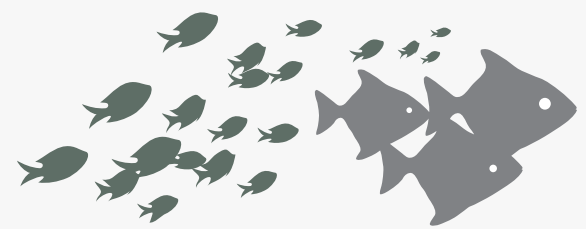
Owners now required to notify the Charterer of the Vessel's 'approximate' delivery date and 'definite' delivery date, and are restricted from providing the Vessel with any employment order that threatens the specified delivery date



Mechanism introduced to resolve speed and performance claims



Slow steaming now permitted, provided the reduced speed satisfies the Owner's due despatch requirements, and the Charterer indemnifies the Owners against failure to proceed with due despatch.



Owners of Vessels of 300 gross tonnes+ now required to provide and maintain Certificate of Financial Responsibility (COFR) for US oil pollution damage



Inclusion of a modern bunker clause dealing with MARPOL, ISO, sulphur content and testing requirements



The time, risk and expense of obligatory ballast water exchanges now lies with the Charterers



Materials for cleaning cargo holds to be supplied and paid for by the Charterer, who will confirm that these materials are not harmful to the environment



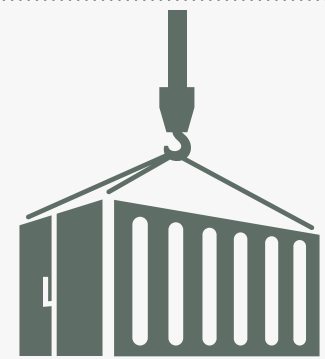
When a Vessel spends an extended period at anchor off a particular port and its performance is affected by hull fouling, hull cleaning obligations now transfer to the Charterers



Owners now have the right to refuse to proceed due to a risk of piracy based on whether an area is dangerous



Electronic bills of lading can now be used at the Charterers' choosing



A Master is now entitled to refuse cargoes, or, if already loaded, to unload them at the Charterers' risk and expense if the Charterer does not provide details of the cargo in advance, particularly in the case of solid bulk cargoes that may liquefy as this is very dangerous to the Vessel and can result in capsizes.