



1.Shipbroker INTEROCEAN GULF DMCC	<div style="text-align: right;">  </div> RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE UNIFORM GENERAL CHARTER (AS REVISED 1922 and 1976) INCLUDING "F.I.O." - ALTERNATIVE, ETC. (to be used for trades for which no approved form is in force) CODE NAME: " GENCON" Part 1 2. Place and date GUJARAT, 05TH APRIL 2025
3. Owners/ Place of Business (Cl.1) AEQUOR SHIPPING LLC. ADDRESS: 307 THE ATRIUM CENTER KHALID BIN AL WALEED ROAD DUBAI (UAE) OWNER'S PNI CLUB: CHRTRS PNI CLUB	4. Charterers/ Place of business (Cl.1) TARANJOT RESOURCES PRIVATE LIMITED OR NOMINEE 602, RAJHANS MONTESSA, DUMAS ROAD, MAGDALLA, SURAT, GUJARAT PIN 395007, INDIA
5. Vessel's name (Cl.1) MV AEQUOR TBN	6. GRT/ NRT (Cl.1) TBN
7. Deadweight cargo carrying capacity in tons (abt.) (Cl.1) TBN	8. Present position (Cl.1) TBN
9. Expected ready to load (abt.) (Cl.1) 00:01 HOURS LOCAL TIME ON 19TH APRIL 2025	
10. Loading port or place (Cl.1) 1 SAFE PORT 1-2 SAFE ANCHORAGE PEUNAGA ANCHORAGE ACEH PROVINCE, INDONESIA	11. Discharging port or place (Cl.1) 1 SAFE PORT 1-2 SAFE BERTH MAGDALLA, INDIA CHARTERERS OPTION WC INDIA – NORTH OF MUMBAI ONLY INCLUDING MUMBAI RANGE DISCHARGE ON OPEN BOOK CALCULATION IN EDITABLE FORMAT ALONGWITH BASE FREIGHT CALCULATION. IF CHARTERERS CHANGE DISCHARGE PORT SAME TO BE DECLARED BEFORE VESSEL LOADING COMPLETION PER DAY NET HIRE AND BUNKER PRICE TO BE DECLARED PRIOR LIFTING OF SUBJECTS AND SAME SHALL BE PART OF THE CP OPEN BOOK CLAUSE.
12. Cargo (also state quantity and margin in Owners' option, if agreed: if full and completed cargo not agreed state " part cargo") (Cl.1) 55,000 MTS +/-10 PCT MOLOO COAL IN BULK ALWAYS TO BE LOADED/DISCHARGED/TRIMMED/STOWED IN CONFORMITY WITH IMSBC AND LOCAL RULES AND REGULATIONS THE QUANTITY TO BE LOADED ALONG WITH PROPOSED STOWAGE PLAN IS TO BE DECLARED BY THE OWNERS NOT LESS THAN FIVE (5) DAYS PRIOR TO VESSEL'S EXPECTED TIME OF ARRIVAL AT LOAD PORT.	
13. Freight rate (also state if payable on delivered or intaken quantity) (Cl.1) USD 9.75 PMT FREE IN & OUT STOWED TRIM BASIS 1/1 MAGDALLA	14. Freight payment (state currency and method of payment: also beneficiary and bank account) (Cl.4) AS PER RIDERS CLAUSE NO.21
15. Loading and discharging costs (state alternative (a) or (b) of Cl.5; also indicate if vessel is gearless) AS PER RIDERS CLAUSE NO. 5(B).	16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b). If total laytime for load. and disch. , fill in c) only) (Cl.6) a) Laytime for loading AS PER RIDERS CLAUSE NO. 24, 26, AND 27
17. Shippers (state name and address) TO BE DECLARED BY CHARTERERS BEFORE THE TIME OF LOADING OF VESSEL.	b) Laytime for discharging AS PER RIDERS CLAUSE NO. 25, 26, AND 27. c) Total laytime for loading and discharging N/A
18. Demurrage rate (loading and discharging) (Cl.7) MAX USD 16000 PER DAY PRO RATA DEMMURAGE HALF DESPATCH LAYTIME SAVED BOTH ENDS, WHICH TO BE DECLARED BY OWNERS UPON VESSEL NOMINATION DEMURRAGE RATE TO BE IN LINE WITH MARKET RATES	19. Laydays/Cancelling date (Cl.10): 23:59 HOURS LOCAL TIME ON 22ND APRIL 2025
20. Brokerage commission and to whom payable (Cl.14) NIL ADD COMM +1.25% BROKERAGE TO INTEROCEAN GULF DMCC ON F/D/D	
21. Additional clauses covering special provisions, if agreed. THE RIDER CLAUSES FROM NO.18 TO 55 AS ATTACHED HERewith TO BE CONSIDERED AS FULLY INCORPORATED IN THIS CHARTER PARTY. TWO (2) ORIGINAL CONTRACT BEING MADE, MUTUALLY SIGNED AND EACH ORIGINAL POSSESSED BY OWNERS AND CHARTERERS.	

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) For: AEQUOR SHIPPING LLC.  Name: Ravi Kiran Sethi Designation: COO Authorized Signatory	Signature (Charterers) For: TARANJOT RESOURCES PRIVATE LIMITED Name: Designation: Authorized Signatory
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PART II
“ Gencon” Charter (As Revised 1922 and 1976)
Including “F.I.O.” Alternative, etc.

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1.	It is agreed between the party mentioned in Box 3 as Owners of the steamer or motor-vessel named in Box 5, of the gross/ nett Register tons indicated in Box 6 and carrying about the number of tons of deadweight cargo stated in Box 7, now in position as state in Box 8 and expected ready to load under this Charter about the date indicated in Box 9, and the party mentioned as Charterers in Box 4 that: The said vessel shall proceed to the loading port or place stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo (if shipment of deck cargo agreed same to be at Charterers' risk) as stated in Box 12 (Charterers to provide all mats and/or wood for dunnage and any separations required, the Owners allowing the use of any dunnage wood on board if required) which the Charterers bind themselves to ship, and being so loaded the vessel shall proceed to the discharging port or place stated in Box 11 as ordered on signing Bills of Lading or so near thereto as she may safely get and lie always afloat and there deliver the cargo on being paid freight on delivered Or intaken quantity as indicated in Box 12 at the rate stated in Box 13.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Time actually used before commencement of laytime shall count. Time lost in waiting for berth to count as loading or discharging time, as the case may be. C.Q.D. discharge to apply. * Indicate alternative (a) or (b) as agreed, in Box 16.	98 99 100 101
7.	Demurrage Ten running days on demurrage at the rate stated in Box 18 per day or pro rata for any part of a day, payable day by day, to be allowed Merchants altogether at ports of loading and discharging.	102 103 104 105		
8.	Lien Clause Owners shall have a lien on the cargo for freight, dead freight, demurrage and damages for detention. Charterers shall remain responsible for dead freight and demurrage (including damages for Detention), incurred at port of loading. Charterers shall also remain Responsible for freight and demurrage (including damages for detention) incurred at port of discharge, but only to such extent as the Owners have been unable to obtain payment thereof by exercising the lien on the cargo.	106 107 108 109 110 111 112 113 114		
9.	Bills of Lading The Captain, Owners or their agents to sign Bills of Lading at such rate of freight as	115 116		
	presented without prejudice to this Charter Party, but should the freight by Bills of Lading amount to less than the total chartered freight the difference to be paid to the Captain in cash on signing Bills of Lading, which to be marked "Freight payable as per Charter Party".	117 118 119 120		
10.	Cancelling Clause Should the vessel not be ready to load (whether in berth or not), on or before the date indicated in Box 19, Charterers have the option of cancelling this contract/shipment, such option to be declared, if demanded,	121 122 123		
	at least 48 hours before vessel's expected arrival at port of loading. Should the vessel be delayed on account of average or otherwise, Charterers to be informed as soon as possible, and if the vessel is delayed for more than 10 days after the day she is stated to be Expected ready to load, Charterers have the option of cancelling this Contract/shipment, unless a cancelling date has been agreed upon.	124 125 126 127 128 129		
11.	General Average General average to be settled in Singapore according to York-Antwerp Rules, 1974, and amendment thereto Proprietors of cargo to pay the cargo's share in the general	130 131 132		
	expenses even if same have been necessitated through neglect or default of the Owners' servants (see clause 2).	133 134		
12.	Indemnity Indemnity for non-performance of this Charter Party, proved damages, not exceeding estimated amount of freight.	135 136 137		
13.	Agency See Clause No.42 In every case the Owners shall appoint his own Broker or Agent both at the port of loading and the port of discharge.	138 139 140		
14.	Brokerage A brokerage commission at the rate stated in Box 20 on the freight earned is due to the party mentioned in Box 20. In case of non execution at least 1/3 of the brokerage on the estimated amount of freight and dead freight to be paid by the Owners to the Brokers as indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be mutually agreed.	141 142 143 144 145 146 147		
15.	General Strike Clause Neither Charterers nor Owners shall be responsible for the consequences of any strikes or lock-outs preventing or delaying the fulfilment of any obligations under this contracts. If there is a strike or lock-out affecting the loading of the cargo, or any part of it, when vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, Captain or Owners may ask Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours. Owners shall have the option of canceling this contract. If part cargo has already been loaded, Owners must proceed with same. (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account. If there is a strike or lock-out affecting the discharge of the cargo on or after vessel's arrival at or off port of discharge and same has not being settled within 48 hours, Receivers shall have the option of keeping vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging, or of ordering the vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after Captain or Owners have given notice to Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the Bill of Lading shall apply and vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177		
16.	War Risks ("Voywar 4950") (1) In these clauses "War Risks" shall include any blockade or any action which is announced as a blockade by any Government or by any belligerent or by any organized body, sabotage, piracy, and any actual or threatened war, hostilities, warlike operations, civil war, civil commotion, or revolution. (2) If at any time before the Vessel commences loading, it appears that	178 179 180 181 182 183 184		
2.	Owners' Responsibility Clause Owners are to be responsible for loss of or damage to the goods Of for delay in delivery of the goods only in case the loss, damage Or delay has been caused by the improper or negligent stowage of the goods (unless stowage performed by shippers/Charterers or their stevedores or servants) or by personal want of due diligence on the part of the Owners or their Manager to make the vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied or by the personal act or default of the Owners or their Manager. And the Owners are responsible for no loss or damage or delay arising from any other cause whatsoever, even from the neglect or default of the Captain or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this clause, be responsible, or from unseaworthiness of the vessel on loading or commencement of the voyage or at any time whatsoever. Damage caused by contact with or leakage, smell or evaporation from other goods or by the inflammable or explosive nature or insufficient package of other goods not to be considered as caused by improper or negligent stowage, even if in fact so caused.	21 22 23 24 25 26 27 28 30 31 32 33 34 35 36 37 38 39 40		
3.	Deviation Clause The vessel has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and or assist vessels in all situations, and also to deviate for the purpose of saving life and or property.	41 42 43 44 45		
4.	Payment of Freight The freight to be paid in the manner prescribed in Box 14 in cash without discount on delivery of the cargo at mean rate of exchange ruling on day of days of payment the receivers of the cargo being bound to pay freight on account during delivery, if required by Captain or Owners. Cash for vessel's ordinary disbursements at port of loading to be advanced by Charterers if required at highest current rate of exchange, subject to two per cent. to cover insurance and other expenses.	46 47 48 49 50 51 52 53 54 55		
5.	Loading and Discharging Costs * (a) Gross Terms The cargo to be brought alongside in such a manner as to enable vessel to take the goods with her own tackle. Charterers to procure and pay the necessary men on shore or on board the lighters to do the work there, vessel only heaving the cargo on board. If the loading takes place by elevator, cargo to be put free in vessel's holds. Owners only paying trimming expenses. Any pieces and or packages of cargo over two tons weight shall be loaded, stowed and discharged by Charterers at their risk and expense. The cargo to be received by Merchants at their risk and expense alongside the vessel not beyond the reach of her tackle. * (b) F.I.O. and free stowed trimmed The cargo shall be brought into the holds, loaded, stowed and or trimmed and taken from the holds and discharged by the Charterers or their Agents, free of any risk, liability and expense whatsoever to the Owners. The Owners shall provide winches, motive power and winchmen from the Crew if requested and permitted; if not, the Charterers shall provide and pay for winchmen from shore and or cranes, if any. (This provision shall not apply if vessel is gearless and stated as such in Box 15). * indicate alternative (a) or (b), as agreed, in Box 15.	56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80		
6.	Laytime As per Clause No.24 - 27 * (a) Separate laytime for loading and discharging The cargo shall be loaded within the number of running hours as indicated in Box 16, weather permitting. Sundays and holidays excepted, unless used, in which event time actually used shall count. The cargo shall be discharged within the number of running hours as indicated in Box 16, weather permitting. Sundays and Holiday excepted, unless used, in which event time actually used shall count. * (b) Total laytime for loading and discharging The cargo shall be loaded and discharged within the number of total running hours as indicated in Box 16, weather permitting. Sundays and holidays excepted, unless used, in which event time actually used shall count. (c) Commencement of Laytime (loading and discharging)	81 82 83 84 85 86 87 88 89 90 91 92 93		

PART II

“ Gencon” Charter (As Revised 1922 and 1976)

Including “F.I.O.” Alternative, etc.

~~Laytime for loading and discharging shall commence at 4 p.m. if~~
~~notice of readiness is given before noon, and at 7 am next working~~

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~~performance of the contract will subject the Vessel or her Master and~~
~~crew or her cargo to war risks at any stage of the adventure. The Owners~~

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day if notice given during office hours after noon. Notice at loading port to be given to the Shippers named in Box 17.	96 97	shall be entitled by letter or telegram despatched to the Charterers, to cancel this Charter.	187 188
(3) The Master shall not be required to load cargo or to continue loading or to proceed on or to sign Bill(s) of Lading for any adventure On which or any port at which it appears that the Vessel her Master and crew or her cargo will be subjected to war risks. In the event of the exercise by the Master of his right under this Clause after part or full cargo has been loaded, the Master shall be at liberty either to discharge such cargo at the loading port or to proceed therewith. In the latter case the Vessel shall have liberty to carry other cargo For Owners' benefit and accordingly to proceed to and load or discharge such other cargo at any other port or ports whatsoever, backwards or forwards, although in a contrary direction to or out of or beyond the ordinary route. In the event of the Master electing to proceed with part cargo under this Clause freight shall in any case Be payable on the quantity delivered.	189 190 191 192 193 194 195 196 197 198 199 200 201 202	(6) All extra expenses (including insurance costs) involved in discharging cargo at the loading port or in reaching or discharging the cargo at any port as provided in Clauses 4 and 5 (b) hereof shall be paid by the Charterers and/or cargo owners, and the Owners shall have a lien on the cargo for all moneys due under these Clauses.	246 247 248 249 250
(4) If at the time the Master elects to proceed with part or full cargo under Clause 3, or after the Vessel has left the Loading port, or the last of the loading ports, if more than one, it appears that further performance of the contract will subject the vessel, her Master and Crew or her cargo, to war risks, the cargo shall be discharged, or if the discharge has been commenced shall be completed, at any safe port in vicinity of the port of discharge as may be ordered by the Charterers. If no such orders shall be received from the Charterers within 48 hours after the Owners have despatched a request by telegram to the Charterers for the nomination of a substitute discharging port, the Owners shall be at liberty to discharge the cargo at any safe port which they may, in their discretion, decide on and such discharge shall be deemed to be due fulfilment of the contract of affreightment. In the event of cargo being discharged at any such other port, the Owners shall be entitled to freight as if the discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the Vessel may have been ordered pursuant thereto.	203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220	17. General Ice Clause Port of loading (a) In the event of the loading port being inaccessible by reason of ice when 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 Captain for fear of being frozen in is at liberty to leave without cargo, and this Charter shall be null and void. (b) If during loading the Captain, 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 or ports with option of completing cargo for Owners' benefit for any port or ports including port of discharge. Any part cargo thus loaded under this Charter to be forwarded to destination at vessel's expenses but against payment of freight, provided that no extra expenses be thereby caused to the Receivers, freight being paid on quantity delivered (in proportion if lumpsun), all other conditions as per Charter. (c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Captain or Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under section (b) or to declare the Charter null and void unless Charterers agree to load full cargo at the open port. (d) This Ice Clause not to apply in the Spring.	251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275
(5) (a) The Vessel shall have liberty to comply with any directions or recommendations as to loading, departure, arrival, routes, ports of call, stoppages, destination, zones, waters, discharge, delivery or in any other wise whatsoever (including any direction or recommendation not to go to the port of destination or to delay proceeding thereto or to proceed to some other port) given by any Government or by any belligerent or by any organized body engaged in civil war, hostilities or warlike operations or by any person or body acting or purporting to act as or with the authority of any Government or of belligerent or of any such organized body or by any committee person having under the terms of the war risks insurance on the vessel, the right to give any such directions or recommendations. If by reason of or in compliance with any such direction or recommendation, anything is done or is not done, such shall not be deemed a deviation. (b) If, by reason of or in compliance with any such directions or recommendations, the Vessel does not proceed to the port or ports named in the Bill(s) of Lading or to which she may have been ordered pursuant thereto the Vessel may proceed to any port as directed or recommended or to any safe port which the Owners in their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract of affreightment and the Owners shall be entitled to freight as if discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the Vessel may have been ordered pursuant thereto.	221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245	Port of Discharge (a) Should ice (except in the Spring) prevent vessel from reaching port of discharge Receivers shall have the option of keeping vessel waiting until the re opening of navigation and paying demurrage, or of ordering the vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after Captain or Owners have given notice to Charterers of the impossibility of reaching port of destination. (b) If during discharging the Captain 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 the nearest accessible port where she can safely discharge. (c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294

**RIDER CLAUSES TO MV AEQUOR TBN – A/C TARANJOT RESOURCES
PRIVATE LIMITED OR NOMINEE CP DATED 05.04.2025**

ALL FIXTURE TERMS AND DETAILS TO BE KEPT PNC AND NOT TO DISCLOSED TO ANY THIRD PARTY

OWNERS GUARANTEES:

- OWNERS TO GUARANTEE VESSELS WORKABILITY AND ACCEPTABILITY AT LOAD/ DISCHARGE PORTS INCLUDING DRAFT, TIDAL RESTRICTIONS, ETC UNLESS OTHERWISE STATED
- OWNERS TO GUARANTEE THAT THE VESSEL IS FULLY H+M INSURED AND WILL REMAIN SO FOR THE ENTIRE DURATION OF THIS VOYAGE.
- OWNERS TO GUARANTEE THAT ALL VESSELS CERTIFICATES ARE VALID AND FULLY UP TO DATE AND OWNERS ACCEPT TO MAKE SAME AVAILABLE TO CHARTERERS FOR INSPECTION, IF REQUESTED.
- OWNERS/ VESSEL TO BE ISM AND ISPS CERTIFIED. LATEST ITERATIONS OF BIMCO ISM CLAUSE, ISPS CLAUSE TO APPLY.
- OWNERS TO GUARANTEE THAT VESSELS' HOLDS ARE FREE OF ANY OBSTRUCTION/ BULKHEADS/ STANCHIONS, AND THAT VESSEL IS IN EVERY WAY SUITABLE TO SHIP/ LOAD/ DISCHARGE THE INTENDED CARGO.
- OWNERS TO ENDEVOUR BEST ENSURE TO THE CHARTERERS THAT NO PARTY IN THE CP COMMERCIAL CHAIN HAS SUFFERED A VESSEL ARREST OR BEEN PARTY TO A DEFAULT FOR NON-PAYMENT OF DUES/ HIRE/ OR OTHER UNPAID DUES BY THE OWNERS OR VESSEL'S TO THEIR AGENTS/CONTRACTORS/VENDORS/SUPPLIERS/ BANKERS ETC IN THE 6 ~~12~~ MONTHS PRECEDING THE DAY OF VESSEL NOMINATION.
- OWNERS TO ENSURE THAT NEITHER OWNERS/ DISPONENT OWNERS OR ANY DISPONENT OWNERS IN THE CHARTER PARTY CHAIN BETWEEN CHARTERERS AND ULTIMATE HEAD OWNERS SHOULD NOT BE INSOLVENT OR BANKRUPT OR UNDER ANY OTHER FORM OF FINANCIAL PROTECTION FROM COURTS AND/ OR STATE.
- OWNERS WARRANT THAT THE VESSEL EMPLOYED IS NOT CLASSED, FLAGGED, OWNED, OPERATED, MANNED, MANAGED OR COVERED BY ANY SANCTIONED COUNTRY/NATIONALITY INCLUDING BUT NOT LIMITED TO RUSSIAN OR RUSSIAN AFFILIATED ENTITY OR PERSON AND HAS NOT CALLED A SANCTIONED TRADE/PORT INCL BUT NOT LIMITED TO RUSSIAN PORT IN LAST 6 MONTHS OWNERS TO SHARE VESSEL'S LATEST CREW LIST WITH CHARTERERS AND ENSURE VESSEL IS NOT MANNED WITH RUSSIAN CREW, MASTER OR OFFICERS. SUCH NOMINATION IF FOUND AT LATER STAGE AS WELL DESERVED TO BE CANCELLED BY CHARTERERS AT THEIR DISCRETION
- NOTHING WITHIN THIS CHARTER WILL ABSOLVE THE CHARTERERS FROM COMPLYING WITH THEIR OBLIGATIONS AT LAW AND/OR UNDER ANY SANCTIONS REGIME THAT MAY BE APPLICABLE INCLUDING BUT NOT LIMITED TO US, EU, UK AND SG. CHARTERERS UNDERSTAND THAT THIS IS A NON-DELEGABLE OBLIGATION.
- LATEST PORT RULES /REGULATIONS/RESTRICTIONS & DUE DILIGENCE BENDS ARE OWNS RESPONSIBILITY TO CHECK AND STRICTLY COMPLY WITH INCLUDING BUT NOT LIMITED TO COVID19 OR ANY OF ITS VARIANTS RELATED RULES. TIME, COST, RISK ARISING OUT OF OWNER'S FAILURE TO ADHERE TO SAME ARE TO BE ON OWNERS' ACCOUNT WITHOUT ANY RECOURSE TO CHARTERERS WHATSOEVER.
- VESSEL IS TO BE OF MAX 20 YEARS OLD. LLOYD'S 100A1 OR EQUIVALENT CLASSIFIED, WITH ALL VALID CERTIFICATES WHICH SHALL REMAIN VALID FOR ENTIRE DURATION OF THE VOYAGE AND THE VESSEL OWNERS / DISPONENT OWNERS/ MANAGERS IN CP CHAIN AND VESSEL'S FLAG , WARRANT THAT OWNERS IN THE CURRENT OWNERSHIP CHAIN INCLUDING DISPONENT OWNERS/MANAGERS OF THE PERFORMING VESSEL ARE NOT LISTED, OR HAVE ANY

**RIDER CLAUSES TO MV AEQUOR TBN – A/C TARANJOT RESOURCES
PRIVATE LIMITED OR NOMINEE CP DATED 05.04.2025**

AFFILIATION/CONNECTION TO ANY COMPANIES OWNED OR CONTROLLED BY, OR ACTING FOR OR ON BEHALF OF, TARGETED COUNTRIES UNDER THE LATEST U.S. OFFICE OF FOREIGN ASSETS CONTROL'S ("OFAC") SDN LIST, THE U.S. BUREAU OF INDUSTRY AND SECURITY'S ("BIS") LISTS.

- NO CREW CHANGE IS ALLOWED DURING THE VOYAGE. UNLESS INCASE OF EMERGENCY.

SHIPPING TERMS TO SUPERCEED AGREED C/P AND MAINTERMS

IN SHIPPING TERMS 'SELLER' SHOULD BE READ AS 'CHARTERERS' AND 'BUYER' SHOULD BE READ AS 'OWNERS'.

SANCTION CLAUSE:

OWNERS WARRANT AND GUARANTEE AT THE TIME OF NOMINATION OF THE PERFORMING VESSELS, AS FOLLOWS:

1. THAT THE VESSEL, ITS OWNERS AND OPERATORS ARE NOT A DESIGNATED ENTITY SANCTIONED UNDER THE UNITED NATIONS (UN), US, UNITED KINGDOM, EUROPEAN UNION (EU) OR ANY OTHER APPLICABLE SANCTIONS LAWS OR REGULATIONS AND ARE NOT ENGAGED IN ANY PROHIBITED ACTIVITY
2. "DESIGNATED ENTITY" MEANS AN OWNER OR ENTITY DESIGNATED ON THE OFAC/HMT CHECKLISTS OR OWNED OR CONTROLLED BY SUCH A PERSON OR ENTITY.
3. THAT THE VESSEL HAS NOT CALLED AT A PORT IN IRAN, SYRIA, NORTH KOREA, ZIMBABWE OR CUBA IN THE PAST 180 DAYS AND DOES NOT HAVE ON BOARD ANY [CARGO OR] BUNKERS WHICH WERE LOADED OR ORIGINATE IN IRAN, SYRIA, NORTH KOREA, OR CUBA OR ARE BOUND FOR A PORT IN ANY OF THOSE COUNTRIES;
4. THAN THE VESSEL DOES NOT HAVE ANY CUBAN, IRANIAN, SYRIAN, NORTH KOREA OR SUDANESE NATIONALS ON BOARD, WHETHER AS OFFICES, CREW OF FOR ANY OTHER REASON.
5. IN THE EVENT OF A BREACH OF ANY OF THE ABOVE WARRANTIES AND GUARANTEES, OWNERS SHALL INDEMNIFY CHARTERERS IN FULL FOR ANY LOSS OR DAMAGE, EXPENSES OF WHATSOEVER INCURRED BY CHARTERERS. CHARTERERS SHALL ALSO BE ENTITLED TO TERMINATE THIS AGREEMENT, SUCH TERMINATION BEING WITHOUT PREJUDICE TO THEIR RIGHT TO CLAIM DAMAGES FROM OWNERS.
6. IN THE EVENT THAT OWNERS ARE UNABLE TO PROVIDE OR PROCURE ACCEPTABLE SECURITY IN RESPECT OF CHARTERERS' CLAIM ARISING OUT OF OWNERS' BREACH OF THIS CLAUSE, OWNERS UNDERTAKE TO TAKE STEPS TO DISCHARGE THE CARGO PROMPTLY AND/ OR INDEMNIFY CHARTERERS' IN FULL FOR THE COST OF DOING SO.

SWITCH AND SPLIT BL CLAUSE:

CHARTERERS HAVE THE OPTION AS FOLLOWS: - BILL OF LADING QUANTITY (IES) MAY OWNERS / MASTER TO AUTHORIZE CHARTERERS OR THEIR AGENT TO SIGN ORIGINAL BILL(S) OF LADING IF REQUIRED BY CHARTERERS ALWAYS IN STRICT ACCORDANCE WITH MATE'S RECEIPT. CHARTERERS TO INDEMNIFY OWNERS FOR ALL CONSEQUENCES ARISING OUT OF SUCH SIGNING OF BILLS OF LADING.

IN CASE OF SWITCH BILLS OF LADING REQUIRED BY CHARTERERS, OWNERS AGREE TO ISSUANCE OF SECOND SET OF BILLS OF LADING STRICTLY AS PER MATE'S RECEIPT. CHANGES CAN BE EFFECTED ONLY TO THE EXTENT OF SHIPPERS, NOTIFY ADDRESS AND CONSIGNEE/DESTINATION. (BUT ALWAYS WITHIN CP RANGE IE WCI-TUITICORIN RANGE)

OTHER CONTENTS OF FIRST SET OF BILLS OF LADING TO REMAIN INTACT, CARGO



**RIDER CLAUSES TO MV AEQUOR TBN – A/C TARANJOT RESOURCES
PRIVATE LIMITED OR NOMINEE CP DATED 05.04.2025**

QUANTITY, SPECIFICATION, DATE OF BILLS OF LADING. SECOND SET OF BILLS TO BE ISSUED ONLY AFTER RECEIPT OF ALL COPIES OF FIRST SET OF BILLS OF LADING INCLUDING ORIGINAL BILLS OF LADING BY OWNERS OR OWNERS AUTHORISED AGENTS.

OWNERS WILL NOT ISSUE ANY NON-NEGOTIABLE BILLS OF LADING UNLESS ALL THE ORIGINALS OF THE FIRST SET OF BILLS OF LADING ARE RECEIVED BY OWNERS OR THEIR AUTHORIZED AGENTS.

FURTHER THE CHARTERERS TO INDEMNIFY OWNERS AGAINST ALL CONSEQUENCES OF SUCH ISSUANCE OF BILLS OF LADING WITH CHANGED DESTINATION / NOTIFY ADDRESS / CONSIGNEE / SHIPPERS AS PER OWNERS' P&I CLUB WORDING FORMAT. LETTER OF INDEMNITY TO BE SIGNED BY CHARTERERS ONLY.

INCASE CHTRS REQUIRE NON-NEGOTIABLE COPY OF BL AGAINST CHTRS LOI ALWAYS SUBJECT HEAD OWRS APPROVAL.

STOWAGE PLAN AND DEADFREIGHT

A) THE OWNER SHALL DECLARE THE ESTIMATE STOWAGE PLAN TO THE SHIPPERS/THEIR AGENTS BY E-MAIL/ FAX TOGETHER WITH THE 5 (FIVE) DAYS EXPECTED TIME ARRIVAL NOTICE WHEN VESSEL IS NOMINATED. ONCE THE STOWAGE PLAN IS DECLARED, THE SHIPPERS SHALL MAKE AVAILABLE COAL AS PER THE QUANTITY DECLARED IN THE STOWAGE PLAN. IF THE SHIPPER / CHARTERER FAILS TO PROVIDE FULL QUANTITY AS PER GIVEN STOWAGE PLAN AMOUNT, THE SHIPPER / CHARTERER SHALL PAY DEAD FREIGHT WHICH SHALL BE CALCULATED BY MULTIPLYING THE SHORT QUANTITY BY THE FREIGHT OF THE NOMINATED TO THE SHIPPER / CHARTERER.

B) CHANGE TO THE STOWAGE PLAN IS SUBJECT TO SHIPPER' S APPROVAL ONLY AND CANNOT BE DONE LATER THAN 5 DAYS PRIOR TO VESSEL ARRIVAL.

C) DELETED

D) IF VESSEL IS UNABLE TO BE LOADED AS PER THE STOWAGE PLAN DECLARED AS PER POINT A) AND B) ABOVE DUE TO INACCURACY INFORMATION ABOUT THE STOWAGE PLAN AND /OR VESSEL DEFICIENCY GIVEN AS PER POINT A) AND B) ABOVE, THEN THE SHIPPER / CHARTERER IS NOT OBLIGATED TO PAY ANY DEAD FREIGHT.

CLAUSE 18 – SHIPMENT:

THE LAYCANS FOR THE SHIPMENT OF THE CARGO AT THE LOADING PORT ARE AS PER 00:01 HRS LT ON 19TH APRIL TO 23:59 HRS LT ON 22ND APRIL, 2025. THE VESSELS NOMINATED BY THE OWNERS MUST AT ALL TIMES COMPLY WITH THE APPLICABLE CURRENT PORT REGULATIONS AT BOTH THE LOADING AND DISCHARGE PORTS. THE NOMINATED VESSEL MUST NOT BE OVER ~~15~~ 20 YEARS OF AGE.

CLAUSE 19 – CARGO QUANTITY PER SHIPMENT

THE QUANTITY OF CARGO PER SHIPMENT IS 55,000 METRIC TONS + / - 10% (PERCENT) MORE OR LESS IN OWNERS OPTION ~~INDONESIAN~~ COAL IN BULK. ALWAYS TO BE LOADED/DISCHARGED/TRIMMED/STOWED IN CONFORMITY WITH IMSBC AND LOCAL RULES AND REGULATIONS. THE QUANTITY TO BE LOADED ALONG WITH PROPOSED STOWAGE PLAN IS TO BE DECLARED BY THE OWNERS UPON NOMINATION OF THE PERFORMING VESSEL FOR THE SHIPMENT.

COAL TO BE LOADED AS PER LOCAL / TERMINAL RULES & IMSBC

CLAUSE 20 – PERFORMING VESSEL
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~~ALL DETAILS ABOUT (ADA)~~

MAX 20 YEARS / GEARED MIN 30T+4X12 CBM GRABS / SINGLE DECKERS /SELF TRIMMING.

FOR SUPRAMAX/ULTRAMAX FIXTURE, 5H/H VESSEL SHALL ONLY BE NOMINATED.

VSL TO BE A TYPICAL SINGLE DECK, SELF-TRIMMING BULK CARRIER, SUITABLE TO CARRY THE CARGO UNDER THIS CHARTER PARTY AND MUST PASS THE VETTING REQUIREMENTS AT THE LOADING AND DISCHARGE PORTS.

VESSEL TO BE A TYPICAL SINGLE DECK, SELF-TRIMMING BULK-CARRIER, GEARED WITH MIN 4X30MT CRANES AND 4X12CBM ELECTRO-HYDRAULIC OR RADIO REMOTE GRABS WITH MINIMUM 9.87M CRANE OUTREACH AT MAX SWL, SUITABLE TO CARRY THE CARGO UNDER THIS CHARTER PARTY AND PERFORMING VESSEL MUST PASS THE VETTING REQUIREMENTS AT THE LOADING AND DISCHARGE PORTS.

NOMINATED VESSEL SHALL BE OF SUCH DESIGN AND CONSTRUCTION SO AS NOT TO IMPEDE THE CARGO OPERATIONS AT LOAD AND DISCHARGE PORTS. VESSEL NOT TO HAVE ANY CENTERLINE HOLDS. HOLDS AND HATCHES TO BE HAVE FLUSH SIDES WITH NO OBSTRUCTIONS / FITTINGS / BULKHEADS IN THE CARGO HOLDS AND SUITABLE FOR GRAB OPERATIONS. HATCHES SHALL BE OF THE MECHANICAL SIDE ROLLING / FOLDING TYPE AND SHALL NOT IMPEDE CARGO OPERATIONS OR NORMAL OPERATIONS OF SHORE EQUIPMENT. OWNERS TO FAMILIARIZE THEMSELVES WITH LOAD PORT AND DISCHARGE PORT CONDITIONS, RULES, REGULATIONS AND RESTRICTIONS, INCLUDING BUT NOT LIMITED TO DRAFT, DEADWEIGHT, DISPLACEMENT, BEAM, DENSITY ETC. COMPLYING WITH SUCH CONDITIONS, RULE, REGULATIONS AND RESTRICTIONS SHALL BE FOR OWNERS RISK AND RESPONSIBILITY. CHARTERERS SHALL NOT GUARANTEE ANYTHING.

VESSEL TO BE CLASSIFIED LLOYDS 100 A1 OR EQUIVALENT AND VESSEL MUST BE CLASSED BY IACS MEMBER CLASSIFICATIONS SOCIETY AND ENTERED IN IG PNI CLUBS AND REMAIN SO FOR THE DURATION OF THE VOYAGE. VESSEL WILL COMPLY WITH REQUIREMENT OF ISM CODE, ISPS CODE AND/OR THE US MARITIME TRANSPORTATION SECURITY ACT 2002, (MTSA) AND REMAIN SO FOR THE DURATION OF THE VOYAGE.

IF SO REQUIRED BY THE CHARTERERS, OWNERS TO SUBMIT TO CHARTERERS CERTIFICATE OF SEAWORTHINESS / CLASSIFICATION ISSUED BY THE SHIPPING COMPANY OR THEIR AUTHORIZED AGENT.

HATCHES SHALL BE OF THE MECHANICAL TYPE, HAVE OPENINGS NOT LESS THAN 11X12 METERS AND SHALL NOT IMPEDE CARGO OPERATIONS. OWNERS TO FAMILIARIZE THEMSELVES WITH LOAD PORT TERMS AND CONDITIONS.

~~BE OF SUCH DESIGN AND CONSTRUCTION SO AS NOT TO IMPEDE THE OPERATIONS. VESSEL TO BE CLASSIFIED LLOYDS 100 A1 OR EQUIVALENT WITH A CLASSIFICATION SOCIETIES BEING A FULL MEMBER OF THE INTERNATIONAL ASSOCIATION OF CLASSIFICATION SOCIETIES (IACS) THROUGHOUT THE CURRENTLY OF THIS CHARTER. OWNERS TO SUBMIT TO CHARTERERS CERTIFICATE OF SEAWORTHINESS / CLASSIFICATION ISSUED BY THE SHIPPING COMPANY OR THEIR AUTHORIZED AGENT. OWNERS TO SUBMIT TO CHARTERERS CERTIFICATE OF SEAWORTHINESS / CLASSIFICATION ISSUED BY THE SHIPPING COMPANY OR THEIR AUTHORIZED AGENT. VESSEL WILL COMPLY WITH REQUIREMENT OF ISPS CODE AND/OR THE US MARITIME TRANSPORTATION SECURITY ACT 2002, (MTSA) AND VESSEL MUST BE CLASSED BY IACS MEMBER AND ENTERED IN IC CLUBS.~~

EVERY VESSEL NOMINATED BY THE OWNERS SHALL COMPLY WITH CHARTERERS' VETTING PROCEDURE (WHICH SHALL TAKE INTO ACCOUNT THE VESSELS' OWNERSHIP, CONTROL,

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CONTRACTUAL COUNTERPARTS IN THE CHARTERING CHAIN AND DURING WHICH PROCESS THE CHARTERERS SHALL SEEK INFORMATION FROM OWNERS.

FOR THE AVOIDANCE OF DOUBT, THE CHARTERERS SHALL BE ENTITLED TO REJECT ANY VESSEL THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF THIS CLAUSE, AND/OR FAILS THE CHARTERERS' VETTING PROCEDURE, AND SHALL NOT BE OBLIGED TO PROVIDE CARGO FOR LOADING ON BOARD SUCH VESSEL.

VESSEL TO HAVE CLEAR, UNOBSTRUCTED AND EASILY ACCESSIBLE CARGO HOLDS WHICH SHALL BE SWEEPED, CLEAN AND READY IN ALL ASPECTS TO RECEIVE COAL IN BULK AND HAS TO PROVIDE SUFFICIENT LIGHT AS ON BOARD, FREE OF CHARGE FOR SAFE LOADING OPERATIONS.

HOLD CLEANLINESS

- (i) THE VESSEL'S MASTER SHALL BE REQUIRED TO PRESENT A CERTIFICATE THAT THE HOLDS HAVE BEEN WASHED AND DRIED AT THE TIME OF TENDERING THE NOTICE OF READINESS OR AT THE FIRST OPPORTUNITY THEREAFTER. WHERE HOLDS HAVE PREVIOUSLY BEEN LOADED WITH POTENTIAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO PHOSPHATES, SULPHUR, SALT, CEMENT, POTASH OR IRON ORE, THE VESSEL'S MASTER IS ALSO REQUIRED TO PRESENT A CERTIFICATE (PREFERABLY ISSUED BY AN INDEPENDENT MARINE SURVEYOR) STATING THAT THE HOLDS HAVE BEEN WASHED AND DRIED AND ARE FREE OF CONTAMINANTS AT THE TIME OF TENDERING THE NOTICE OF READINESS OR AT THE FIRST OPPORTUNITY THEREAFTER.
- (ii) WHERE A VESSEL HAS PREVIOUSLY BEEN LOADED WITH POTENTIAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO PHOSPHATES, SULPHUR, SALT, CEMENT, POTASH OR IRON ORE, THE MASTER OF THE VESSEL IS ALSO REQUIRED TO PROVIDE A CERTIFICATE (PREFERABLY ISSUED BY AN INDEPENDENT MARINE SURVEYOR) STATING THAT THE VESSEL'S HOLDS IS FREE OF CONTAMINANTS. THIS CERTIFICATE SHALL BE PRESENTED AT THE TIME OF HOLD INSPECTION BY AN INDEPENDENT SURVEYOR SIMULTANEOUSLY WITH THE NOTICE OF READINESS OR AT THE FIRST OPPORTUNITY THEREAFTER.
- (iii) IF AFTER BERTHING / ANCHORING / UPON INSPECTION, THE HOLDS AT THE LOADING PORT, THE VESSEL'S HOLDS ARE NOT PASSED AS CLEAN OR IN COMPLIANCE WITH THIS CLAUSE, THE VESSEL MAY BE REQUIRED TO VACATE THE BERTH AND LOSE ITS LOADING TURN. IN THIS CASE, THE VESSEL MAY ONLY BE ACCEPTED FOR BERTHING/LOADING AFTER RECEIPT OF A CERTIFICATE ISSUED BY AN INDEPENDENT MARINE SURVEYOR STATING THAT THE VESSEL IS CLEAN, DRY AND FREE OF CONTAMINANTS. FOR THE PURPOSE OF CALCULATING LAYTIME USED, ALL RESULTANT TIME ACTUALLY LOST SHALL NOT COUNT TOWARDS TIME USED.

CLAUSE 21 – PAYMENT OF FREIGHT

21.1 QUANTITY FOR DETERMINING FREIGHT PAYMENTS DUE:

BILLS OF LADING (BS/L) QUANTITY SHOULD BE ACTUAL QUANTITY LOADED WHICH IS TO BE DETERMINED BY VESSEL'S DRAFT SURVEY AT THE PORT OF LOADING. SURVEYOR TO BE APPOINTED BY CHARTERERS / SHIPPERS AT THEIR RISK AND EXPENSE. FREIGHT DEEMED EARNED AS CARGO BEING LOADED ON BOARD, WITHOUT DISCOUNT, NON-RETURNABLE WHETHER VESSEL AND/OR CARGO LOST OR NOT LOST.



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21.2 FREIGHT:

PROVISIONAL FREIGHT AND BUNKER ADJUSTMENTS (WHEN APPLICABLE) AND ANY OTHER ADJUSTMENTS ON FREIGHT SHALL BE REMITTED BY SWIFT MESSAGE MT 103 BY THE CHARTERERS THROUGH ITS BANK TO THE OWNERS NOMINATED BANK ACCOUNT FOR NINETY-FIVE PERCENT (95%) VALUE BASED ON BILLS OF LADING (BS/L) QUANTITY WITHIN FIVE (5) BANKING DAYS AFTER BILL OF LADING DATE, SUBJECT TO RECEIPT OF THE ORIGINAL FREIGHT INVOICE FROM THE OWNERS BY THE CHARTERERS.

50% FREIGHT TO APPLY FOR ANY ADDITIONAL QUANTITY LOADED OVER AND ABOVE THE CONTRACTUAL QUANTITY.

OPEN BOOK CLAUSE – CHARTERERS HAVE OPTION TO DISCHARGE CARGO AT ANY OTHER PORT(S) OR ANCHORAGE(S) IN WC INDIA – NORTH OF MUMBAI ONLY INCLUDING MUMBAI. FREIGHT FOR SUCH DISCHARGE PORT(S) OR ANCHORAGE(S) SHALL BE CALCULATED AND AGREED ON OPEN BOOK CALCULATION BASIS TO EQUATE THE SAME TCE AS THE BASE FREIGHT TCE.

CHARTERERS SHALL DECLARE SUCH OPTION LATEST BY VESSEL LOADING COMPLETION. BUT IF ANY DEVIATION INCURRED DUE TO CHTRS' CHANGE OF DISCHARGE PORT, THE SAME TO BE ON CHTRS' ACCOUNT.

DISCHARGE RATE AND PDA CAP AS THE CASE MAYBE, SHALL BE PROVIDED TO OWNERS FOR OPEN BOOK CALCULATION.

COAL TO BE LOADED AS PER LOCAL / TERMINAL RULES & IMSBC

21.3 BALANCE FREIGHT, DEAD FREIGHT AND DEMURRAGE/DESPATCH MONEY:

THE BALANCE OF FREIGHT AND ANY OTHER ADJUSTMENTS ON FREIGHT TO BE SETTLED WITHIN THIRTY (30) BANKING DAYS AFTER COMPLETION OF DISCHARGE. DEMURRAGE / DESPATCH MONEY TO BE SETTLED AND PAID BY THE CONCERNED PARTY (OWNERS OR CHARTERERS AS THE CASE MAY BE) WITHIN FIFTEEN (15) DAYS AFTER DISCHARGE LAYTIME STATEMENT IS MUTUALLY AGREED WITH SUPPORTING DOCUMENTS, LIKE NOTICE OF READINESS, STATEMENT OF FACTS AND TIME SHEETS.

FREIGHT, DEAD-FREIGHT, AND DEMURRAGE/DESPATCH MONEY SHALL BE COMPUTED ACCORDINGLY AND PAID FOR THE VOYAGE UNDER THIS CHARTER PARTY. THE CHARTERERS SHALL NOT BE ENTITLED TO MAKE ANY DEDUCTIONS FROM ANY PAYMENT UNLESS SPECIFICALLY AGREED.

21.4 THE OWNER'S NOMINATED BANK ACCOUNT IS AS DESCRIBED:

BANK NAME : NATIONAL BANK OF FUJAIRAH
BANK ADDRESS : KHALID BIN AL WALEED STREET, BUR DUBAI, DUBAI UAE
SWIFT : NBFUAEAFDXB
USD IBAN NO : AE460380000012001938027
BENEFICIARY : AEQUOR SHIPPING LLC
ACCOUNT NO : 012001938027



21.5 THE CHARTERER'S NOMINATED BANK ACCOUNT IS AS DESCRIBED - TBA

CLAUSE 22 – FREIGHT RATE

USD 9.75 PMT FIOST BASIS 1/1 MAGDALLA

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CLAUSE 23 – NOMINATION / SUBSTITUTION

AT LEAST 7 (seven) DAYS PRIOR TO THE FIRST LAYDAY, OWNER WILL NOMINATE A VESSEL WITH AN ETA WITHIN THE AGREED LAYCAN TO THE CHARTERERS.

THE CHARTERERS WILL CONFIRM THE NOMINATED VESSEL WITHIN 1 (ONE) BUSINESS DAY SSHEX OR PROVIDE REASONABLE GROUNDS FOR REJECTING OWNERS'S NOMINATED VESSEL. OWNER HAS THE RIGHT TO SUBSTITUTE THE NOMINATED VESSEL NOT LESS THAN 5 (FIVE) DAYS BEFORE THE ETA OF THE SUBSTITUTE VESSEL.

AT LOADPORT. THE SUBSTITUTE VESSEL'S ETA SHALL BE ALWAYS WITHIN THE LAYCAN AND SHALL NOT BE EARLIER THAN ETA OF THE ORIGINALLY NOMINATED VESSEL. ANY AGREEMENT ON REVISED QUANTITY NOT TO BE UNREASONABLY WITHHELD BUT ANY CHANGE SUBJECT TO SUPPLIERS' ACCEPTANCE. CHARTERER SHALL CONFIRM THE SUBSTITUTE VESSEL(S) WITHIN 24 HOURS SHINC OR PROVIDE REASONABLE GROUNDS FOR REJECTING OWNERS'S SUBSTITUTE VESSEL.

CARGO IS LAWFUL, HARMLESS AND TO BE LOADED AS PER LOCAL/IMSBC REGULATIONS. CARGO TO BE LOADED DISCHARGED, STOWED AND TRANSPORTED IN ACCORDANCE WITH LATEST IMO RULES AND REGULATIONS. PRE STOW PLAN TO BE PROVIDED LATEST BY 5D ETA TO LOADPORT.

OWNERS WARRANT THAT THE VESSEL EMPLOYED IS NOT CLASSED, FLAGGED, OWNED, OPERATED, MANNED, MANAGED OR COVERED BY ANY RUSSIAN OR RUSSIAN AFFILIATED ENTITY OR PERSON AND HAS NOT CALLED A RUSSIAN PORT IN LAST 6 MONTHS. OWNERS TO SHARE VESSEL'S LATEST CREW LIST WITH CHARTERERS AND ENSURE VESSEL IS NOT MANNED WITH RUSSIAN CREW, MASTER OR OFFICERS. SUCH NOMINATION IF FOUND AT LATER STAGE AS WELL DESERVED TO BE CANCELLED BY CHARTERERS AT THEIR DISCRETION

AT THE TIME OF NOMINATION, OWNERS TO PROVIDE LAST 6MONTHS PORTS OF CALL, FULL CP CHAIN AND UPDATED CREW LIST

ALL VALID TRADING AND STATUTORY CERTIFICATES MUST BE SUBMITTED TO CHARTERERS AT THE TIME OF NOMINATION.

CLAUSE 24 LOADING RATE

1 SAFE PORT – 1/2 SAFE ANCHORAGE PEUNAGA ANCHORAGE ACEH PROVINCE, INDONESIA
7,000 MTS PER WEATHER WORKING DAY SUNDAYS AND HOLIDAYS INCLUDED WITH 12HR TT USC EXCLUDING MAJOR INDONESIAN HOLIDAYS AT LOADPORT UNLESS USED IF USED ACTUAL TIME USED TO COUNT

INDONESIA LOAD PORT –
MAJOR INDONESIAN HOLIDAYS WILL BE AS FOLLOWS –
IDUL FITRI – 2 DAYS,
IDUL ADHA – 1 DAY,
INDEPENDENCE DAY – 1 DAY,
CHRISTMAS DAY – 1 DAY,
NEW YEAR'S DAY – 1 DAY,
EID UL AZHA – 1 DAY,
ELECTION DAY- 1 DAY,
GOOD FRIDAY- 1 DAY

12HRS FREE DOCS TIME AT LOAD PORT



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CLAUSE 25 DISCHARGE OPTION AND DISCHARGE RATE

1SAFE PORT 1-2SAFE BERTH MAGDALLA, INDIA 7,000 MT PWWD SHINC DISCH RATE
CHOPT WEST COAST INDIA -NORTH OF MUMBAI ONLY INCLUDING MUMBAI RANGE
DISCHARGE ON OPEN BOOK CALCULATION IN EDITABLE FORMAT ALONGWITH BASE
FREIGHT CALCULATION.

IF CHRTRS CHANGE DISCHARGE PORT SAME TO BE DECLARED BEFORE VSL LOADING
COMPLETION

PER DAY NET HIRE AND BUNKER PRICE TO BE DECLARED PRIOR LIFTING OF
SUBJECTS AND SAME SHALL BE PART OF THE CP OPEN BOOK CLAUSE.

NOR ATDN SHINC WWW WITH 12HRS TT UU AT DISPORT PORT HOLIDAYS EXCLUDED
FROM NOR /LAYTIME/DEM EIU.

LAYTIME SHALL COMMENCE AFTER 12 HRS TT USC AFTER VALID NOR TENDERED AT
DISPORT COVID19 TEST TIME TO BE ON OWS ACCOUNT BENDS. IF ANY CREW MEMBER
IS FOUND COVID19 POSITIVE, ANY TIME LOST DUE TO THE SAME WILL NOT COUNT
AS LAYTIME.

CLAUSE 26 – NOTICE OF READINESS

26.1 NOR AT THE LOAD PORT:

NOR TO BE TENDERED ATDN SHINC WWW AND ALWAYS AFTER FREE PRATIQUE GRANTED
NOR TO BE CONSIDERED VALID ONLY AFTER VESSEL HAS BEEN GRANTED FREE PRATIQUE.
IF CUSTOMS CLEARANCE NOT RECEIVED DUE TO VSL RELATED ISSUE THEN ON OWNRS
ACCNT AND IF DUE TO SHIPPERS/ CHARTERERS ISSUE THEN ON CHARS ACCT. UPON
ARRIVAL AT THE PORT OF LOADING AND AT THE LOADING BERTH/ANCHORAGE AND WHEN
THE VESSEL IS IN ALL RESPECTS READY TO LOAD AND ANCHORED AND HAS BEEN
GRANTED FREE PRATIQUE, NOTICE OF READINESS (NOR) TO LOAD SHALL BE TENDERED
TO THE CHARTERERS, SHIPPERS AND THEIR AGENTS. SUCH NOTICE MAY BE GIVEN AT
ANY TIME, SATURDAYS, SUNDAYS, AND HOLIDAYS INCLUDED WHETHER IN BERTH OR
NOT, BUT EXCLUDING MAJOR INDONESIAN HOLIDAYS IN WHICH CASE IT WILL BE
DEEMED TENDERED AND ACCEPTED AT 0900HRS THE NEXT WORKING DAY, EIU. IN CASE
FREE PRATIQUE IS NOT OBTAINED DUE TO VESSEL'S FAULT, NOR SHALL BE CONSIDERED
NULL AND VOID AND THE VESSEL SHALL TENDER A NEW VALID NOR WHEN THE VESSEL
IS IN ALL RESPECTS READY TO LOAD THE CARGO. OWNERS TO ENSURE THAT VESSEL /
MASTER / CREW TAKE ALL NECESSARY MEASURES AND STRICTLY FOLLOW ALL GUIDELINES
OF THE PORT AUTHORITY / HEALTH OFFICE OR AN RELEVANT AUTHORITY WITH RESPECT
TO THE CURRENT SITUATION AND ANY APPLICABLE FUTURE NOTICES / REQUIREMENTS.

NOR TENDERED WITHOUT THE PRESENCE OR CONFIRMATION OF THE ISPS CODES
CERTIFICATE OF COMPLIANCE IS AN INVALID NOR. ALL TIME LOST DUE TO THE
ABSENCE OF THE SAID CERTIFICATE WILL BE ON THE VESSEL'S ACCOUNT.

VESSELS ARRIVING AT LOAD PORTS OUTSIDE THEIR AGREED LAYCAN PERIOD SHALL
ONLY BE ACCEPTED FOR BERTHING/LOADING ONLY UPON APPROVAL OF CHARTERERS /
SHIPPERS. THE SAID VESSELS SHALL WAIT AT ANCHORAGE UNTIL SUMMONED TO
BERTH/LOAD AS OTHER VESSELS ARRIVING WITHIN THEIR LAYCAN PERIOD SHALL HAVE
BERTHING/LOADING PRIORITY, REGARDLESS OF THE ACTUAL ARRIVING ORDER.

FOR VESSELS TENDERING VALID NOR PRIOR TO THE COMMENCEMENT OF AGREED LAYDAYS,
LAYTIME SHALL COMMENCE NO EARIER THAN 12 HOURS AFTER 0001HRS ON THE FIRST
DAY OF THE AGREED LAYCAN PERIOD, UNLESS LOADING STARTS SOONER, IN WHICH



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CASE ACTUAL TIME USED IN LOADING TO COUNT AS LAYTIME TILL EXPIRY OF SAID TURN TIME ON THE FIRST LAYDAY.

FOR VESSELS ARRIVING OUTSIDE THEIR LAYCAN AND AFTER THE CANCELLING DATE, LAYTIME SHALL COMMENCE WHEN THE LOADING OPERATIONS STARTS AND ONLY ACTUAL TIME USED DURING LOADING TO COUNT AS LAYTIME. ANY BARGE DETENTION ARISING OUT OF OWNER'S FAILURE TO PRESENT PERFORMING VESSEL WITHIN LAYCAN, SHALL BE ON OWNERS COST, TIME, RISK. PROVIDED IT IS PROVEN THAT THE BARGES WERE LADEN AND WAITING AT MOTHER VESSEL LOADING POINT FOR MOTHER VESSEL AND CHRTRS TO SUBMIT DOCUMENTARY PROOF FOR SAME.

26.2 NOR AT THE DISCHARGE PORT:

AT DISCHARGING PORT, NOR SHALL BE TENDERED BY THE VESSEL BY FAX, TELEX, EMAIL OR RADIO ON ARRIVAL AT THE DISCHARGE PORT AT ANY DAY ANY TIME, DAY OR NIGHT SHINC WWW BUT ALWAYS EXCLUDING PORT HOLIDAYS IN SUCH CASE IF NOR IS TENDERED DURING A PORT HOLIDAY THEN TIME TO START COUNT FROM 0900 LT OF NEXT WORKING DAY. IN CASE FREE PRATIQUE IS NOT OBTAINED DUE TO VESSEL'S FAULT, NOR SHALL BE CONSIDERED NULL AND VOID AND THE VESSEL SHALL TENDER A NEW N.O.R WHEN THE VESSEL IS IN ALL RESPECTS READY TO DISCHARGE THE CARGO AND VESSEL HAS OBTAINED FREE PRATIQUE. OWNERS TO ENSURE THAT VESSEL / MASTER / CREW TAKE ALL NECESSARY MEASURES AND STRICTLY FOLLOW ALL GUIDELINES OF THE PORT AUTHORITY / HEALTH OFFICE OR AN RELEVANT AUTHORITY WITH RESPECT TO THE CURRENT SITUATION AND ANY APPLICABLE FUTURE NOTICES / REQUIREMENTS.

CLAUSE 27 – COUNTING OF LAYTIME

27.1. AT LOADING PORT:

A) LAYTIME SHALL COMMENCE COUNTING TWELVE (12) HOURS AFTER A VALID NOR IS TENDERED, UNLESS USED.

B) LAYTIME SHALL CEASE ON COMPLETION OF LOADING AND 12 (TWELVE HOURS) HOURS TO BE ALLOWED FOR COMPLETING CUSTOMS DOCUMENTATION AFTER COMPLETION OF VESSEL LOADING AND FINAL DRAFT SURVEY – EVEN IF ON DEMURRAGE. IF THE VESSEL IS UNABLE TO LEAVE LOAD PORT AFTER SAID 12 HOURS, THEN LAYTIME TO RECOMMENCE COUNTING AND CONTINUE COUNTING FOR SUCH PERIOD TILL THE SHIPPERS EXPORT DOCS ARE HANDED OVER TO SHIP'S AGENTS AT THE LOAD PORT.

C) LAYTIME OR TIME ON DEMURRAGE SHALL NOT COUNT ON PORT HOLIDAYS EVEN IF ON DEMURRAGE AND UUIUATUTC... ONCE ON DEMM ALWAYS ON DEMM TO APPLY

D) IF VESSEL QUARANTINED ON ARRIVAL DUE 'CREW MEMBER' ON BOARD TESTED POSITIVE FOR COVID19 THEN LAYTIME OR TIME ON DEMURRAGE AS THE CASE MAYBE SHALL NOT COUNT. TIME OF NAT/RTPCR TEST OR ANY OTHER CONFIRMATORY TEST BEING CONDUCTED AS PER LOCAL PRACTICE BY PORT SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE AND IF CREW IS TESTED COVID19 POSITIVE, LAYTIME OR TIME ON DEMURRAGE SHALL NOT COUNT AT ALL UNLESS VESSEL HAS OBTAINED FREE PRATIQUE AGAIN. TIME AND COST OF THE NAT TEST OF THE CREW AND WAITING TIME FOR TEST RESULT SHALL NOT COUNT AS LAYTIME EVEN IF THE VESSEL IS ON DEMURRAGE.

27.2. AT DISCHARGING PORT:

A) LAYTIME SHALL COMMENCE COUNTING TWELVE (12) HOURS UNLESS SOONER



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COMMENCED (USC) AFTER VALID NOR IS TENDERED AS PER CP.

B) DISCHARGING SHALL BE DEEMED TO BE COMPLETED AND LAYTIME OR DEMURRAGE SHALL CEASE UPON COMPLETION OF DISCHARGING AT THE DISCHARGE PORT

C) AT DISCHARGE PORT(S), CHARTERERS SHALL NOT ACCEPT COMMITMENTS TO, BUT MAY DISCHARGE THE CARGO ABOARD A VESSEL AT RATES GREATER THAN THE GUARANTEED RATES OF DISCHARGING PER WEATHER WORKING DAY INCLUDING SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS, BUT EXCLUDING THE PORT HOLIDAYS UU IUATUTC

D) LAYTIME OR TIME ON DEMURRAGE IS NOT TO COUNT ON PORT HOLIDAYS UU IUATUTC.

IF VESSEL QUARANTINED ON ARRIVAL DUE 'CREW MEMBER' ON BOARD TESTED POSITIVE FOR COVID19 THEN LAYTIME OR TIME ON DEMURRAGE AS THE CASE MAYBE SHALL NOT COUNT. TIME OF NAT/RTPCR TEST OR ANY OTHER CONFIRMATORY TEST BEING CONDUCTED AS PER LOCAL PRACTICE BY PORT SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE AND IF CREW IS TESTED COVID19 POSITIVE, LAYTIME OR TIME ON DEMURRAGE SHALL NOT COUNT AT ALL UNLESS VESSEL HAS OBTAINED FREE PRATIQUE AGAIN. TIME AND COST OF THE NAT TEST OF THE CREW AND WAITING TIME FOR TEST RESULT SHALL NOT COUNT AS LAYTIME EVEN IF THE VESSEL IS ON DEMURRAGE.

27.3. GENERAL LAYTIME EXCLUSIONS

1. LAYTIME TO COUNT PRO-RATA FOR ANY DOWNTIME AND / OR BREAKDOWN CAUSED DUE TO CRANES / GRABS / HATCHES NOT FUNCTIONING AS DECLARED, EVEN IF THE VESSEL IS ON DEMURRAGE. LAYTIME SHALL BE PRORATED BASED ON THE NUMBER OF WORKING HOOKS /HATCHES AVAILABLE TO CHARTERERS FOR CARGO WORK.

2. TIME FOR INITIAL /FIRST INTERIM(IF ANY OTHER INTERIM SURVEY REQUIRED THEN IF SAME IS OWNERS REQUIREMENT THEN TIME NOT TO COUNT & IF CHRTRS REQUIREMENT THEN TIME TO COUNT) / FINAL DRAFT SURVEY NOT TO COUNT AS LAYTIME EVEN IF ON DEMURRAGE. WAITING FOR TIDE BENDS SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE.

3. LOADING INTERRUPTION DUE TO BAD WEATHER AND SEA CONDITIONS INCL BUT NOT LIMITED TO SWELL, FOG, WIND, RAINS, STORMS,OR OTHER NATURAL CAUSES AND THE TIME TAKEN AFTERWARDS FOR THE VESSEL TO RESUME LOADING ETC NOT TO COUNT AS LAYTIME OR TIME ON DEMURRAGE. UNLESS VESSEL IS ALREADY ON DEMURRAGE . ONCE ON DEMURRAGE ALWAYS ON DEMURRAGE TO APPLY.

DISCHARGING INTERRUPTION DUE TO BAD WEATHER AND SEA CONDITIONS INCL BUT NOT LIMITED TO SWELL, FOG, WIND, RAINS, STORMS,OR OTHER NATURAL CAUSES AND THE TIME TAKEN AFTERWARDS FOR THE VESSEL TO RESUME DISCHARGING ETC NOT TO COUNT AS LAYTIME OR TIME ON DEMURRAGE. UNLESS VESSEL IS ALREADY ON DEMURRAGE . ONCE ON DEMURRAGE ALWAYS ON DEMURRAGE TO APPLY.

4. THE FIRST OPENING AND LAST CLOSING OF HATCHES PRIOR, DURING, AND AFTER LOADING AND DISCHARGING OPERATIONS IS TO BE ALWAYS DONE BY THE VESSEL'S CREW, ALWAYS PROVIDED LOCAL SHORE REGULATIONS PERMIT THEM TO DO SO. THE TIME USED FOR THIS ACTIVITY SHALL NOT COUNT AS LAYTIME, WHETHER OR NOT THE VESSEL IS ALREADY ON DEMURRAGE.

5. ANY DELAYS ATTRIBUTABLE TO THE VESSEL / MASTER / OWNERS OR THEIR AGENTS, INCLUDING BUT NOT LIMITED TO SLOW BALLAST / DE-BALLASTING RATE NOT UPTO PORT'S REQUIREMENT, BUNKERING OPERATIONS, RECEIVING STORES ETC.



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6. FIRST SHIFTING TIME FROM OUTER TO INNER ANCHORAGE IS CONSIDERED PART OF THE SEA VOYAGE AND TIME AND COST FOR SUCH SHIFTING IS NOT TO COUNT AS LAYTIME OR TIME ON DEMURRAGE.

7. FIRST SUBSEQUENT SHIFTING FROM WAITING ANCHORAGE TO WORKING ANCHORAGE / BERTH IS NOT TO COUNT AS LAYTIME OR TIME ON DEMURRAGE. SHIFTING TIME TO BE CALCULATED FROM ANCHOR AWEIGH OR PILOT ON BOARD, WHICHEVER IS EARLIER TILL VESSEL IS RE-ANCHORED AT WORKING ANCHORAGE OR ALL FAST AT WORKING BERTH, WHICHEVER IS LATER. SUCH SHIFTING COST SHALL BE ON OWNERS COST, TIME, RISK. ANY SUBSEQUENT SHIFTING THEREAFTER SHALL BE COUNTED AS LAYTIME

8. SHIFTING AT OWNERS' REQUEST AFTER VESSEL IS BERTHED DUE TO VESSEL'S SIZE OR FOR ANY OTHER REASON SHALL NOT COUNT AS LAYTIME AND THE COST OF SUCH SHIFTING SHALL BE FOR OWNERS' ACCOUNT. ANY SHIFTING DUE TO CHRTRS / RCVRS /SHIPPERS /AGENTS OR BY PORT TO BE COUNT AS LAYTIME

9. IF THE OWNER, FOR ITS OWN PURPOSE, ORDERS THE VESSEL OUT OF A BERTH, TIME SHALL NOT COUNT FROM THE CESSATION OF LOADING OR DISCHARGE, WHICHEVER IS APPLICABLE, UNTIL THE VESSEL IS AGAIN IN THE BERTH READY TO RESUME LOADING OR DISCHARGE EVEN IF THE VESSEL IS ALREADY ON DEMURRAGE.

10. ANY TIME LOST DURING LOADING OR DISCHARGE DUE TO VESSEL'S INABILITY TO LOAD OR DISCHARGE AT THE RATES SET OUT HEREIN OR DUE TO ANY OTHER DEFECT AND/OR DEFAULT IN THE VESSEL'S DEFICIENCY AND /OR DEFAULT OF VESSEL'S PERSONNEL, INCLUDING INABILITY OF THE VESSEL TO BALLAST OR DEBALLAST AT A RATE COMMENSURATE WITH THE RESPECTIVE LOADING OR DISCHARGE RATE, THEN SUCH TIME LOST SHALL NOT COUNT AS LAYTIME AND TIME ON DEMURRAGE.

11. ANY/ALL TIME LOST DUE TO DELAYS CAUSED BY FORCE MAJEURE SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE.

12. ANY TIME LOST DUE TO VESSEL NON-PERFORMANCE AND/ OR ARREST BECAUSE OF ANY DEFAULT ON PART OF THE HEAD OWNERS/ DISPONENT OWNERS WILL NOT COUNT AS LAYTIME OF TIME ON DEMURRAGE.

13. IF ANY STEVEDORES' DAMAGE, AFFECTING THE VESSEL'S SEAWORTHINESS OR CLASS OF THE VESSEL PRIOR TO LEAVING THE LOADING/ DISCHARGING PORT, LAYTIME SHALL CONTINUE UNTIL DAMAGE IS REPAIRED.

14. LAYTIME ALLOWED FOR LOADING AND DISCHARGING SHALL BE CALCULATED ON A BASIS OF BILL(S) OF LADING (BS/L) QUANTITY.

15. LAYTIME BETWEEN LOADING AND DISCHARGING TO BE NON-REVERSIBLE AND BETWEEN EACH DISCHARGE PORT.

16. TIME LOST ON ACCOUNT OF CRANES/GRABS/HATCHES NOT AVAILABLE AND/OR NOT WORKING TO BE COUNTED PRORATE FOR CRANES/GRABS/HATCHES NOT WORKING/AVAILABLE TO CHARTERERS FOR CARGO WORK.

17. IF VESSEL IS PLACED UNDER QUARANTINE AND/OR ANCHORING, SHIFTING, BERTHING, UNBERTHING OR DISCHARGING OPERATIONS BEING SUSPENDED BY ANY AUTHORITIES DUE TO CREW BEING INFECTED WITH COVID-19, LAYTIME OR TIME ON DEMURRAGE NOT TO COUNT FROM THE DISCOVERY OF ANY OF THE CREW BEING DETECTED AS SICK / OR INFECTED WITH COVID-19 UNTIL SUCH QUARANTINE AND/OR SUSPENSION IS LIFTED EVEN IF THE VESSEL IS ON DEMURRAGE ALL SUCH



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COSTS FOR SHIFTING / UNBERTHING / RE-BERTHING / DEVIATION TO OWNERS
ACCOUNT IN CASE CREW INFECTED WITH COVID 19.

18. FORCE MAJUERE GO SLOW, LABOR DISPUTES, SHIFTINGS, PORT AUTHORITY
IMPEDING, PREVENTING LOAD&DISCH, ISSUANCE OF PORT CLEARANCE BY HARBOUR
MASTER, ETC EXCLUDED FROM LAYTIME/DEMM BENDS.

LAYTIME NON-REVERSIBLE BETWEEN LOADPORT AND DISCHPORT AND BETWEEN
MULTIPLE LOADPORTS AND MULTIPLE DISCHPORTS

CLAUSE 28 – DEMURRAGE

AT BOTH THE LOADING AND DISCHARGE PORTS:

- 28.1. CHARTERERS TO PAY DEMURRAGE TO OWNERS AT MAX USD 16000 PER DAY ~~OF 24~~
~~CONSECUTIVE HOURS OR~~ PRO RATA DEMURRAGE HALF DESPATCH LAYTIME SAVED
BOTH ENDS, WHICH TO BE DECLARED BY OWNERS UPON VESSEL NOMINATION FOR PART
THEREOF FOR ALL TIME USED IN EXCESS OF LAYTIME ALLOWED AT LOADING
PORT AND DISCHARGING PORT.
- 28.2. OWNERS TO PAY DESPATCH MONEY TO CHARTERERS AT THE HALF DESPATCH PER
DAY OR PRO RATA FOR LAYTIME SAVED AT LOADING PORT AND DISCHARGING
PORT.
- 28.3. DEMURRAGE/DESPATCH TO BE SETTLED WITHIN 30 DAYS OF COMPLETION OF
DISCHARGE AND AGREEMENT OF CALCULATIONS BASED ON LAYTIME CALCULATIONS
AT LOADING AND DISCHARGE PORTS.
- 28.4. LAYTIME NON-REVERSIBLE BETWEEN LOAD PORT(S) AND DISCHARGE PORT(S)

CLAUSE 29 – OVERTIME

THE VESSEL(S) TO WORK OVERTIME IF REQUESTED TO DO SO AND OVERTIME EXPENSES
ARE TO BE PAID BY THE PARTY ORDERING SAME, EXCEPT FOR OVERTIME EXPENSES FOR
THE VESSEL'S OFFICERS AND CREW WHICH SHALL ALWAYS BE BORNE BY THE OWNERS,
EVEN IF THE VESSEL IS ON DEMURRAGE. SHOULD OVERTIME WORK BE ORDERED BY PORT
AUTHORITIES OR OUTSIDE BODIES, EXTRA EXPENSES SHALL BE SHARED EQUALLY BETWEEN
THE CHARTERERS AND THE OWNERS.

CLAUSE 30 – CHANGE OF LOAD / DISCHARGE PORT

THE OWNERS SHALL USE ITS BEST ENDEAVOURS TO ACCOMMODATE ANY REQUEST BY THE
CHARTERER FOR CHANGE OF LOADING PORT OR DISCHARGING PORT SUBJECT TO ADJUSTMENT
OF FREIGHT RATE CONSIDERING THE DEVIATION, DISTANCE, DRAFT, LOADING OR
DISCHARGING RATE, DIFFERENTIAL COST OF BUNKERS (BASIS AT SINGAPORE) IF ANY.
THE OWNERS SHALL OFFER FREIGHT RATE FOR SUCH CHANGE OF LOADING OR DISCHARGING
PORT BASED ON A DAILY TIME CHARTER RATE WHICH IS DEMURRAGE RATE MINUS THE
BUNKER CONSUMPTION AT IDLE PLUS ALL ADDITIONAL COSTS ENUMERATED AS ABOVE
AND ANY OTHER ADDITIONAL COSTS WHICH ARE DIRECTLY ATTRIBUTABLE AND WHICH
MAY BE DIRECTLY APPORTIONED ARISING FROM SUCH CHANGE OF LOADING OR DISCHARGING
PORT NET OF THE COST OUGHT TO HAVE INCURRED AT THE DESIGNATED PORT

CLAUSE 31 – STEVEDORE DAMAGE

AN INDEPENDENT THIRD-PARTY SURVEYOR IS TO ASSESS THE STEVEDORE DAMAGE BEFORE
THE SHIP SAILS FROM THE PORT AT WHICH THE STEVEDORE DAMAGE IS REPORTED. THE
COST OF SUCH A SURVEY IS TO BE BORNE BY THE OWNERS.



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ANY STEVEDORE DAMAGE TO THE VESSEL AT BOTH ENDS TO BE SETTLED DIRECTLY BETWEEN OWNERS AND STEVEDORES AND CHARTERERS ARE NOT RESPONSIBLE FOR ANY CLAIMS. HOWEVER, CHARTERERS SHALL RENDER NECESSARY ASSISTANCE TO THE OWNERS IN PURSUIT OF THEIR CLAIM AGAINST THE STEVEDORES FOR SETTLEMENT OF DAMAGE TO THE VESSEL CAUSED BY THE STEVEDORES. SUCH DAMAGE TO BE REPORTED BY THE VESSEL'S MASTER TO CHARTERERS, THEIR AGENTS AND STEVEDORE WITHIN 24 HOURS AFTER OCCURRENCE OR LATEST PRIOR THE VESSEL'S DEPARTURE AT THE PORT, AFTER WHICH NO FURTHER CLAIMS WILL BE ENTERTAINED.

CLAUSE 32 – NOTICE

OWNERS/MASTER OF THE VESSEL TO GIVE THE ETA NOTICE INCLUDING FULL ITINERARY AND CARRYING CARGO OF THE PREVIOUS VOYAGE AND THE PROPOSED STOWAGE PLAN TO SHIPPERS & CHARTERERS AT THE TIME OF NOMINATION AND THEN 7/5/3/2/1 DAYS DEFINITE ETA NOTICES BEFORE VESSEL'S ETA OF THE LOADING PORT.

OWNERS/MASTER OF THE VESSEL AND/OR THEIR AGENTS SHALL GIVE TO THE CHARTERERS AND TO CONSIGNEES' OFFICE AND DISCHARGE PORT AGENTS, CHARTERERS 15DAYS 10DAYS, 7DAYS, 5 DAYS, 72 HOURS, 48 HOURS AND 24 HOURS DEFINITE NOTICE OF THE VESSEL'S ETA AT THE DISCHARGING PORT WITHOUT FAIL.

ROUTINE NOTICES TO THE CHARTERERS TO BE SENT TO THE E-MAIL ADDRESSES NOTIFIED BY THE CHARTERERS TO THE OWNERS EACH TIME AFTER THE PERFORMING VESSEL HAS BEEN NOMINATED BY THE OWNERS TO THE CHARTERERS.

OWNERS UPON RECEIVING CONFIRMATION OF THE NOMINATED (PERFORMING) VESSEL FROM THE CHARTERERS, WILL WITHIN 12 (TWELVE) CONTINUOUS HOURS APPOINT THE CHARTERERS NOMINATED AGENTS AT THE DISCHARGE PORT. OWNERS TO ENSURE THAT DAILY ETA NOTICES ARE TENDERED TO THE LOAD AND DISCHARGE PORT AGENTS LATEST WITHIN 24 HOURS OF CHARTERERS ACCEPTANCE AND MINIMUM EVERY 24HOURS THEREAFTER.

CLAUSE 33 – ARBITRATION

33.1. ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS CHARTER PARTY, INCLUDING ANY QUESTION REGARDING ITS EXISTENCE, VALIDITY OR TERMINATION, SHALL BE REFERRED TO AND FINALLY RESOLVED BY ARBITRATION IN SINGAPORE IN ACCORDANCE WITH THE ARBITRATION RULES OF THE SINGAPORE CHAMBER OF MARITIME ARBITRATION ("SCMA") IN FORCE AT THE COMMENCEMENT OF THE ARBITRATION, WHICH RULES ARE DEEMED TO BE INCORPORATED BY REFERENCE IN THIS CLAUSE.

33.2. A PARTY WISHING TO REFER A DISPUTE TO ARBITRATION SHALL SERVE ON THE OTHER PARTY A WRITTEN NOTICE OF ARBITRATION IN ACCORDANCE WITH SCMA RULE 4.

33.3. THE REFERENCE SHALL BE TO THREE ARBITRATORS. EACH PARTY SHALL APPOINT ONE ARBITRATOR, AND THE TWO ARBITRATORS THUS APPOINTED SHALL APPOINT THE THIRD ARBITRATOR. WHERE A PARTY FAILS TO APPOINT THE ARBITRATOR WITHIN 30 DAYS OF RECEIPT OF A REQUEST TO DO SO FROM THE OTHER PARTY, OR IF THE TWO ARBITRATORS FAIL TO AGREE ON THE APPOINTMENT OF THE THIRD ARBITRATOR WITHIN 30 DAYS OF THEIR APPOINTMENT, THE APPOINTMENT SHALL BE MADE, UPON THE REQUEST OF A PARTY, BY THE CHAIRMAN OF SCMA.

33.4. NOTWITHSTANDING CLAUSE 32.3, THE REFERENCE SHALL BE TO A SOLE ARBITRATOR IF THE SCMA SMALL CLAIMS PROCEDURE APPLIES TO THE DISPUTE, WHICH IS IF THE AGGREGATE AMOUNT OF THE CLAIM AND/OR COUNTERCLAIM IN



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DISPUTE IS LESS THAN USD 75,000 OR IS UNLIKELY TO EXCEED USD 75,000 OR, DESPITE THE AMOUNT IN DISPUTE BEING GREATER THAN THIS SUM, THE PARTIES AGREE IN WRITING THAT THE CLAIM SHALL BE DEALT WITH UNDER THE SCMA SMALL CLAIMS PROCEDURE.

33.5. IF A SOLE ARBITRATOR IS TO BE APPOINTED, THE PARTIES MAY AGREE WHO SHALL BE APPOINTED THE SOLE ARBITRATOR AND IF THE PARTIES ARE UNABLE TO AGREE ON THE APPOINTMENT WITHIN 30 DAYS FROM THE DATE OF SERVICE OF THE NOTICE OF ARBITRATION, THE CHAIRMAN OF SCMA SHALL APPOINT THE SOLE ARBITRATOR UPON THE APPLICATION OF ANY OF THE PARTIES.

33.6. THE JURIDICAL SEAT OF THE ARBITRATION SHALL BE SINGAPORE.

CLAUSE 34 – APPLICABLE LAW

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF **SINGAPORE**. **SINGAPORE** LAW TO APPLY

CLAUSE 35- STANDARD CLAUSES INCORPORATED INTO THIS CHARTER PARTY

THE HAGUE- VISBY RULES, BOTH TO BLAME COLLISION CLAUSE, THE GENERAL AVERAGE AND NEW JASON CLAUSE, P & I BUNKER DEVIATION CLAUSE, THE GENCON GENERAL ICE CLAUSE AND ALSO THE YORK/ANTWERP RULES 1994 AS AMENDED ARE TO BE CONSIDERED FULLY INCORPORATED IN THIS CHARTER PARTY, AND BILL(S) OF LADING SIGNED UNDER THIS CHARTER PARTY SHALL INCLUDE OR SHALL BE DEEMED TO INCLUDE SUCH CLAUSES TOGETHER WITH THE GENERAL PARAMOUNT CLAUSE.

CLAUSE 36 – RELEASE OF CARGO WITHOUT THE ORIGINAL BILLS OF LADING OR CHANGE OF DISCHARGE PORT

IF THE ORIGINAL BILLS OF LADING (BS/L) ARE NOT AVAILABLE AT THE DISCHARGING PORT UPON VESSEL'S ARRIVAL OR THERE IS A CHANGE OF DISCHARGE PORT, THEN OWNERS TO RELEASE CARGO WITHOUT ORIGINAL BILLS OF LADING (BS/L) PROVIDED THAT CHARTERERS ISSUE A LETTER OF INDEMNITY (LOI) SIGNED BY THEMSELVES TO OWNERS. THE ORIGINAL BILLS OF LADING (BS/L) TO BE SIGNED BY THE MASTER AND ISSUED AT THE LOADING PORT BUT OWNERS HAVE OPTION TO SIGN AND RELEASE THE BILLS OF LADING (BS/L) BY AGENTS ON BEHALF OF THE MASTER.

CLAUSE 37- STOWAGE OF CARGO ONLY IN MAIN HOLDS

NO CARGOES TO BE STOWED IN DEEP AND/OR WING TANKS (MAIN HOLD STOWAGE ONLY).

CLAUSE 38 – TAXES AND DUES ON THE VESSEL

ANY TAXES AND / OR DUES, IF ANY, ON VESSEL / FLAG OWNERSHIP TO BE FOR OWNERS' ACCOUNT.

SERVICE TAX ON FREIGHT AS APPLICABLE AT DISCHARGE PORT TO BE PAID BY CHARTERERS/RECEIVERS FOR SMOOTH SAILING OF VESSEL.

ALL VESSEL RELATED PORT EXPENSES AND DISBURSEMENTS INCLUDING BERTH HIRE CHARGES, AGENCY FEES ETC. AT BOTH LOADING AND DISCHARGE PORTS ARE TO BE PAID BY OWNERS. ANY DELAY IN LOADING OR DISCHARGE DUE TO NON-SETTLEMENT OF THESE EXPENSES BY OWNERS SHALL NOT COUNT AS LAYTIME.

CLAUSE 39 – OWNER'S COMMITMENT TO MAINTAIN CLASS

OWNERS GUARANTEE VESSEL'S CLASS TO BE FULLY MAINTAINED DURING THE ENTIRE VOYAGE. OWNERS ARE TO PROVIDE INFORMATION TO THE CHARTERERS ON THE NAMES



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OF THE UNDERWRITERS COVERING THE HULL & MACHINERY (H & M) RISK. OWNERS ARE TO ALSO PROVIDE THE NAME OF P & I CLUB COVERING THE OWNER'S LIABILITIES.

CLAUSE 40 - ISM CLAUSE

FROM THE DATE OF COMING INTO FORCE OF INTERNATIONAL SAFETY MANAGEMENT (ISM) CODE IN RELATION TO THE VESSEL AND THEREAFTER DURING THE CURRENCY OF THIS CHARTER PARTY.

THE OWNERS SHALL ENDURE THAT BOTH VESSEL AND "THE COMPANY" (AS DEFINED BY THE ISM CODE) COMPLIANCE WITH THE REQUIREMENTS OF THE ISM CODE. UPON REQUEST, THE OWNERS SHALL PROVIDE A COPY OF THE RELEVANT DOCUMENT OF COMPLIANCE AND THE SAFETY MANAGEMENT CERTIFICATE TO THE CHARTERERS.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDE IN THIS CHARTER PARTY, LOSS DAMAGE, EXPENSES OR DELAY CAUSED BY THE FAILURE ON THE PART OF OWNERS OR "THE COMPANY" TO COMPLY WITH THE ISM CODE SHALL BE OWNERS' ACCOUNT.

CLAUSE 41 - ISPS CLAUSE

FROM THE DATE OF COMING INTO FORCE OF THE ISPS CODE IN RELATION TO THE VESSEL AND THEREAFTER DURING THE CURRENCY OF THIS CONTRACT, THE OWNER SHALL ENSURE THAT BOTH THE VESSEL AND THE COMPANY COMPLY AT ALL TIMES WITH THE REQUIREMENTS IN THE ISPS CODE RELATING TO THE VESSEL AND THE COMPANY.

CLAUSE 42 - AGENTS

CHARTERERS CAN NOMINATE AGENT BOTH ENDS- BUT AGAINST REASONABLE AGENCY FEES ONLY.

CLAUSE 43- VOY WAR 2004

WAR RISKS CLAUSE FOR VOYAGE CHARTERING, 2004 (CODE NAME: VOYWAR 2004)

(A) FOR THE PURPOSE OF THIS CLAUSE, THE WORDS:

(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

(II) "WAR RISKS" SHALL INCLUDE ANY ACTUAL, THREATENED OR REPORTED:

WAR; ACT OF WAR; CIVIL WAR; HOSTILITIES; REVOLUTION; REBELLION; CIVIL COMMOTION; WARLIKE OPERATIONS; LAYING OF MINES; 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.

(B) IF AT ANY TIME BEFORE THE VESSEL COMMENCES LOADING, IT APPEARS THAT, IN THE REASONABLE JUDGEMENT OF THE MASTER AND/OR THE OWNERS,



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PERFORMANCE OF THE CONTRACT OF CARRIAGE, OR ANY PART OF IT, MAY EXPOSE, OR IS LIKELY TO EXPOSE, THE VESSEL, HER CARGO, CREW OR OTHER PERSONS ON BOARD THE VESSEL TO WAR RISKS, THE OWNERS MAY GIVE NOTICE TO THE CHARTERERS CANCELLING THIS CONTRACT OF CARRIAGE, OR MAY REFUSE TO PERFORM SUCH PART OF IT AS MAY EXPOSE, OR MAY BE LIKELY TO EXPOSE, THE VESSEL, HER CARGO, CREW OR OTHER PERSONS ON BOARD THE VESSEL TO WAR RISKS; PROVIDED ALWAYS THAT IF THIS CONTRACT OF CARRIAGE PROVIDES THAT LOADING OR DISCHARGING IS TO TAKE PLACE WITHIN A RANGE OF PORTS, AND AT THE PORT OR PORTS NOMINATED BY THE CHARTERERS THE VESSEL, HER CARGO, CREW, OR OTHER PERSONS ONBOARD THE VESSEL MAY BE EXPOSED, OR MAY BE LIKELY TO BE EXPOSED, TO WAR RISKS, THE OWNERS SHALL FIRST REQUIRE THE CHARTERERS TO NOMINATE ANY OTHER SAFE PORT WHICH LIES WITHIN THE RANGE FOR LOADING OR DISCHARGING, AND MAY ONLY CANCEL THIS CONTRACT OF CARRIAGE IF THE CHARTERERS SHALL NOT HAVE NOMINATED SUCH SAFE PORT OR PORTS WITHIN 48 HOURS OF RECEIPT OF NOTICE OF SUCH REQUIREMENT.

- (C) THE OWNERS SHALL NOT BE REQUIRED TO CONTINUE TO LOAD CARGO FOR ANY VOYAGE, OR TO SIGN BILLS OF LADING FOR ANY PORT OR PLACE, OR TO PROCEED OR CONTINUE ON ANY VOYAGE, OR ON ANY PART THEREOF, OR TO PROCEED THROUGH ANY CANAL OR WATERWAY, OR TO PROCEED TO OR REMAIN AT ANY PORT OR PLACE WHATSOEVER, WHERE IT APPEARS, EITHER AFTER THE LOADING OF THE CARGO COMMENCES, OR AT ANY STAGE OF THE VOYAGE THEREAFTER BEFORE THE DISCHARGE OF THE CARGO IS COMPLETED, THAT, IN THE REASONABLE JUDGEMENT OF THE MASTER AND/OR THE OWNERS, THE VESSEL, HER CARGO (OR ANY PART THEREOF), CREW OR OTHER PERSONS ON BOARD THE VESSEL (OR ANY ONE OR MORE OF THEM) MAY BE, OR ARE LIKELY TO BE, EXPOSED TO WAR RISKS. IF IT SHOULD SO APPEAR, THE OWNERS MAY BY NOTICE REQUEST THE CHARTERERS TO NOMINATE A SAFE PORT FOR THE DISCHARGE OF THE CARGO OR ANY PART THEREOF, AND IF WITHIN 48 HOURS OF THE RECEIPT OF SUCH NOTICE, THE CHARTERERS SHALL NOT HAVE NOMINATED SUCH A PORT, THE OWNERS MAY DISCHARGE THE CARGO AT ANY SAFE PORT OF THEIR CHOICE (INCLUDING THE PORT OF LOADING) IN COMPLETE FULFILMENT OF THE CONTRACT OF CARRIAGE. THE OWNERS SHALL BE ENTITLED TO RECOVER FROM THE CHARTERERS THE EXTRA EXPENSES OF SUCH DISCHARGE AND, IF THE DISCHARGE TAKES PLACE AT ANY PORT OTHER THAN THE LOADING PORT, TO RECEIVE THE FULL FREIGHT AS THOUGH THE CARGO HAD BEEN CARRIED TO THE DISCHARGING PORT AND IF THE EXTRA DISTANCE EXCEEDS 100 MILES, TO ADDITIONAL FREIGHT WHICH SHALL BE THE SAME PERCENTAGE OF THE FREIGHT CONTRACTED FOR AS THE PERCENTAGE WHICH THE EXTRA DISTANCE REPRESENTS TO THE DISTANCE OF THE NORMAL AND CUSTOMARY ROUTE, THE OWNERS HAVING A LIEN ON THE CARGO FOR SUCH EXPENSES AND FREIGHT.

- (D) IF AT ANY STAGE OF THE VOYAGE AFTER THE LOADING OF THE CARGO COMMENCES, IT APPEARS THAT, IN THE REASONABLE JUDGEMENT OF THE MASTER AND/OR THE OWNERS, THE VESSEL, HER CARGO, CREW OR OTHER PERSONS ON BOARD THE VESSEL MAY BE, OR ARE LIKELY TO BE, EXPOSED TO WAR RISKS ON ANY PART OF THE ROUTE (INCLUDING ANY CANAL OR WATERWAY) WHICH IS NORMALLY AND CUSTOMARILY USED IN A VOYAGE OF THE NATURE CONTRACTED FOR, AND THERE IS ANOTHER LONGER ROUTE TO THE DISCHARGING PORT, THE OWNERS SHALL GIVE NOTICE TO THE CHARTERERS THAT THIS ROUTE WILL BE TAKEN. IN THIS EVENT THE OWNERS SHALL BE ENTITLED, IF THE TOTAL EXTRA DISTANCE EXCEEDS 100 MILES, TO ADDITIONAL FREIGHT WHICH SHALL BE THE SAME PERCENTAGE OF THE FREIGHT CONTRACTED FOR AS THE PERCENTAGE WHICH THE EXTRA DISTANCE REPRESENTS TO THE DISTANCE OF THE NORMAL AND CUSTOMARY ROUTE.

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- (E) (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.
- (II) IF THE UNDERWRITERS OF SUCH INSURANCE SHOULD REQUIRE PAYMENT OF PREMIUMS AND/OR CALLS BECAUSE, PURSUANT TO THE CHARTERERS' ORDERS, OR IN ORDER TO FULFIL THE OWNERS' OBLIGATION UNDER THIS CONTRACT OF CARRIAGE, THE VESSEL IS WITHIN, OR IS DUE TO ENTER AND REMAIN WITHIN, OR PASS THROUGH ANY AREA OR AREAS WHICH ARE SPECIFIED BY SUCH UNDERWRITERS AS BEING SUBJECT TO ADDITIONAL PREMIUMS BECAUSE OF WAR RISKS, THEN THE ACTUAL PREMIUMS AND/OR CALLS PAID SHALL BE REIMBURSED BY THE CHARTERERS TO THE OWNERS WITHIN 14 DAYS AFTER RECEIPT OF THE OWNERS' INVOICE. IF THE VESSEL DISCHARGES ALL OF HER CARGO WITHIN AN AREA SUBJECT TO ADDITIONAL PREMIUMS AS HEREIN SET FORTH, THE CHARTERERS SHALL REIMBURSE THE OWNERS FOR THE ACTUAL ADDITIONAL PREMIUMS PAID WHICH MAY ACCRUE FROM COMPLETION OF DISCHARGE UNTIL THE VESSEL LEAVES SUCH AREA OR AREAS REFERRED TO ABOVE. THE OWNERS SHALL LEAVE THE AREA AS SOON AS POSSIBLE AFTER COMPLETION OF DISCHARGE.
- (F) THE VESSEL SHALL HAVE LIBERTY:
- (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 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 WHICH SO REQUIRES, OR ANY BODY OR GROUP ACTING WITH THE POWER TO COMPEL COMPLIANCE WITH THEIR ORDERS OR DIRECTIONS;
- (II) TO COMPLY WITH THE ORDERS, DIRECTIONS OR RECOMMENDATIONS OF ANY WAR RISKS UNDERWRITERS WHO HAVE THE AUTHORITY TO GIVE THE SAME UNDER THE TERMS OF THE WAR RISKS INSURANCE;
- (III) TO COMPLY WITH THE TERMS OF ANY RESOLUTION OF THE SECURITY COUNCIL OF THE UNITED NATIONS, 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;
- (IV) TO DISCHARGE AT ANY OTHER PORT ANY CARGO OR PART THEREOF WHICH MAY RENDER THE VESSEL LIABLE TO CONFISCATION AS A CONTRABAND CARRIER;
- (V) TO 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;
- (VI) WHERE CARGO HAS NOT BEEN LOADED OR HAS BEEN DISCHARGED BY THE OWNERS UNDER ANY PROVISIONS OF THIS CLAUSE, TO LOAD OTHER CARGO FOR THE OWNERS' OWN BENEFIT AND CARRY IT TO ANY OTHER PORT OR PORTS WHATSOEVER, WHETHER BACKWARDS OR FORWARDS OR IN A CONTRARY DIRECTION TO THE ORDINARY OR CUSTOMARY ROUTE.

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- (G) IF IN COMPLIANCE WITH ANY OF THE PROVISIONS OF SUB-CLAUSES (B) TO (F) OF THIS CLAUSE ANYTHING IS DONE OR NOT DONE, SUCH SHALL NOT BE DEEMED TO BE A DEVIATION, BUT SHALL BE CONSIDERED AS DUE FULFILMENT OF THE CONTRACT OF CARRIAGE.

CLAUSE 44- OVER-RIDING OF CLAUSE 43 (E)

NOTWITHSTANDING THE PROVISIONS OF CLAUSE 43 (E) OF THE STANDARD WAR RISK CLAUSE FOR VOYAGE CHARTERING, 2004 (CODE NAME: VOYWAR 2004), THE OWNERS AGREE AND CONFIRM THAT THEY WILL NOT CHARGE THE CHARTERERS ANY ADDITIONAL PREMIUM FOR THE PERFORMANCE OF VOYAGES UNDER THIS CHARTER PARTY.

CLAUSE 45 – FORCE MAJEURE

THE TERM "FORCE MAJEURE" AS USED HEREIN SHALL MEAN SUCH ACT, EVENT OR CAUSE(S) BEYOND THE REASONABLE CONTROL OF THE PARTY AFFECTED SEEKING TO BE EXCUSED FROM ANY DELAY OR FAILURE TO PERFORM, DESPITE THE EXERCISE OF ALL ENDEAVORS AND EFFORTS BY THEM TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT.

THE TERM "FORCE MAJEURE" AS USED IN THIS AGREEMENT INCLUDES, SO LONG AS THE FOREGOING PARAGRAPH IS SATISFIED, BUT IS NOT LIMITED TO: PLAGUE OR OTHER EPIDEMIC (INCLUDING PANDEMICS), ACTS OF GOD, LIGHTNING, STORM, FIRE, FLOOD, QUARANTINE, LANDSLIDE OR EARTHQUAKE; ACTS OF THE PUBLIC ENEMY, WAR (WHETHER DECLARE OR HIGHLY PROBABLE OR WAR LIKE SITUATION), CLOSURE OF NAVIGATIONAL CHANNEL OF CONCERNED PORT(S) OF FIXTURE FOR ANY REASON, INSURRECTION, SABOTAGE, BLOCKADE, RIOT OR DISORDER, REVOLUTIONS, RESTRAINT OF RULER, DECREE, ORDERS OR ACTS OF COURT OR MILITARY OR CIVIL AUTHORITY OR GOVT TO WHICH SUCH PARTY IS LEGALLY SUBJECT AND BOUND UNDER THE APPLICABLE LAW TO ACT IN COMPLIANCE THEREOF, ANY CHANGES MADE BY GOVT OF EXPORTING OR IMPORTING COUNTRY SUCH AS IMPOSITION OF RESTRICTION ON EXPORT OR IMPORT PROVIDED SHIPPERS AND RECEIVERS ARE PERMITTED TO EXPORT/IMPORT COAL COMPLIANCE WITH ANY LAW OR GOVERNMENTAL ORDER, EXPROPRIATION, SEIZURE OF WORKS, REQUISITION, NATIONALISATION. RULES AND REGULATIONS BY THE GOVERNMENT WITH RESPECT CARGO EXPORT, EMBARGO STRIKE, LOCKOUT, LOCKDOWN, GO SLOW, AND OTHER LABOR DISTURBANCES, EXPLOSION, BREAKDOWN OR MALFUNCTION OR DAMAGE OR ACCIDENT BY FORCE OR OTHERWISE TO MINE RAILROAD, STORAGE FACILITIES, PROCESSING PLANTS, LOADING/DISCHARGING TERMINAL OR LOADING/DISCHARGING PORT FACILITIES, UNAVAILABILITY OF EQUIPMENT OR ENERGY AT TERMINAL

ANY FORCE MAJEURE EVENT CLAIMED BY THE SHIPPER OR PARTY (INCLUDING PORT) WITH WHOM CHRTS AND/OR CARGO RECEIVER HAS MADE SALE CONTRACT OR ANY CONTRACT RELATED TO LOADING AND DISCHARGING OF SUBJECT VESSEL, DECLARES FORCE MAJEURE, IT SHALL BE DEEMED AS FORCE MAJEURE EVENT UNDER THIS CP. HOWEVER, THE FM EVENTS APPLICABLE ON THIS CONTRACT WILL ONLY BE LIMITED TO EVENTS DEFINED ON THE EARLIER PARAGRAPHS OF THIS CONTRACT

IF CHARTERER FAILS, DELAYS WHOLLY OR IN PART, IN CARRYING OUT ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO FORCE MAJEURE THE OBLIGATIONS OF CHARTERER SHALL BE SUSPENDED TO THE EXTENT MADE NECESSARY DURING THE CONTINUANCE OF SUCH FORCE MAJEURE OR ITS EFFECTS; AND CHARTERER SHALL INCUR NO LIABILITY BY REASON OF ITS FAILURE TO PERFORM THE OBLIGATIONS SO SUSPENDED, PROVIDED THAT: CHARTERER SHALL GIVE WRITTEN NOTICE TO THE OWNERS WITHOUT DELAY STATING THE CIRCUMSTANCES OF THE FORCE MAJEURE EVENT AND SPECIFYING THE NATURE OF THE EVENT TOGETHER WITH A GOOD FAITH ESTIMATE OF THE DEGREE TO WHICH AND THE PERIOD FOR WHICH ITS PERFORMANCE WILL BE AFFECTED THEREBY, AND THE CHARTERER SHALL, UPON REQUEST BY THE OWNERS,

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PROVIDE EVIDENCE FROM THE COMPETENT GOVERNMENT AUTHORITY AS TO THE OCCURRENCE OF THE FORCE MAJEURE EVENT AND ITS ANTICIPATED DURATION; THE DISABLING EFFECTS OF SUCH FORCE MAJEURE SHALL BE ELIMINATED BY THE CHARTERER AS SOON AS AND TO THE EXTENT REASONABLY POSSIBLE; AND AS SOON AS REASONABLY POSSIBLE AFTER THE END OF THE FORCE MAJEURE, NOTIFY THE OWNERS IN WRITING THAT THE FORCE MAJEURE HAS ENDED. IF THE FORCE MAJEURE CONTINUES FOR MORE THAN FIFTEEN (15) DAYS, CHARTERERS OR OWNERS WILL HAVE THE RIGHT TO FORTHWITH TERMINATE THIS AGREEMENT BY WAY OF WRITTEN NOTICE IN WHICH CASE NEITHER PARTY SHALL HAVE THE RIGHT TO CLAIM FOR ANY DAMAGE OR LOSS RESULTING THEREFROM. LAYTIME AND/OR TIME ON DEMURRAGE SHALL NOT COUNT DURING FORCE MAJEURE

CLAUSE 46 – INDEMNITY

THE OWNER SHALL INDEMNIFY THE CHARTERER, ITS AGENTS OR ANY OTHER PARTY AGAINST THE LOSS OR LIABILITY WHICH MAY BE IMPOSED UPON THEM OR WHICH THEY MAY INCUR UNDER ANY STATUTE REGARDING POLLUTION OF NAVIGABLE WATERS BY OIL OR BY REASON OF ANY CONTRAVENTION OF SUCH STATUTE BY THE SHIP, THE MASTER OR ANY SERVANT OR AGENT OF THE OWNER PROVIDED THAT SUCH CONTRAVENTION SHALL NOT HAVE BEEN CAUSED BY THE PARTY SEEKING TO BE INDEMNIFIED UNDER THIS CONTRACT AND PROVIDED THAT THE FACTS AND MATTERS GIVING RISE TO THE CONTRAVENTION DO NOT CONSTITUTE A DEFENCE UNDER CLAUSE 3, SECTION 2 OF THE INTERNATIONAL CONVENTION OF CIVIL LIABILITY FOR OIL POLLUTION DAMAGE 1969 OR 1992 AS APPLICABLE AS AMENDED. THE OWNER WARRANTS THAT ALL VESSELS ARE ADEQUATELY INSURED AT ALL TIMES DURING EMPLOYMENT UNDER THIS CONTRACT FOR THE LOSS OR LIABILITIES ARISING OUT OF ANY CONTRAVENTION AS AFORESAID.

NO LIABILITY FOR DEMURRAGE SHALL ARISE FOR ANY DELAY OR LOSS OF TIME TO A VESSEL AT THE LOADING PORT AND/OR DISCHARGING PORT CAUSED BY ANY SUCH CONTRAVENTION NOR SHALL ANY TIME LOST BY SUCH CONTRAVENTION COUNT WHEN CALCULATING DESPATCH.

CLAUSE 47 – REPRESENTATION AND WARRANTIES

EACH PARTY REPRESENTS AND WARRANTS TO THE OTHER PARTY THAT:

- (a) IT HAS THE REQUISITE POWER AND AUTHORITY TO ENTER INTO AND PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT;
- (b) THIS CONTRACT HAS BEEN DULY AUTHORISED AND EXECUTED BY IT, AND CONSTITUTES LEGAL, VALID AND BINDING OBLIGATIONS ON IT ENFORCEABLE IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT;
- (c) NEITHER THE EXECUTION OF THIS CONTRACT, NOR THE EXERCISE OF ANY RIGHTS OR PERFORMANCE OF ANY OBLIGATIONS UNDER THIS CONTRACT BY IT WILL RESULT IN OR CONSTITUTE:
 - (I) A BREACH OF ANY AGREEMENT, DEED OR INSTRUMENT TO WHICH IT IS A PARTY; OR
 - (II) A BREACH OF ANY PROVISION OF ITS MEMORANDUM OR ARTICLES OF ASSOCIATION (OR EQUIVALENT OR OTHER CONSTITUTIONAL DOCUMENTS); OR
 - (III) A VIOLATION OF ANY LIEN, LEASE, ORDER, JUDGMENT, AWARD, INJUNCTION, DECREE, ORDINANCE, LAW OR REGULATION OR ANY OTHER RESTRICTION OF ANY KIND OR CHARACTER BY WHICH IT IS BOUND;
- (d) NO FURTHER CONSENT, APPROVAL OR AUTHORISATION OF ANY GOVERNMENTAL AGENCY OR OTHER PERSON IS REQUIRED BY IT FOR THE ENTRY INTO AND THE PERFORMANCE



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OF ITS OBLIGATIONS UNDER THIS CONTRACT; AND

(e) IT WILL NOT BE ENTITLED TO CLAIM IMMUNITY FROM SUIT, EXECUTION, ATTACHMENT OR OTHER LEGAL PROCESS OR IN ANY PROCEEDINGS TAKEN IN ITS JURISDICTION OF INCORPORATION IN RELATION TO THIS CONTRACT.

CLAUSE 48 – POLICIES

THE PARTIES SHALL OBSERVE ALL CURRENT LAWS AND REGULATIONS, TERRITORIAL AND OTHERWISE, APPLICABLE TO MARITIME TRAVEL AND SHALL TAKE NO ACTION ON BEHALF OF THE OTHER IN THE PERFORMANCE OF CONTRACTED SERVICE (BOTH IN PORT AND DURING TRAVEL FROM POINT OF ORIGIN TO DESTINATION(S)) THAT WOULD SUBJECT EITHER PARTY TO LIABILITY OR PENALTY UNDER LAW, RULES, REGULATIONS AND/OR DECREES OF ANY GOVERNMENTAL AUTHORITY.

CLAUSE 49 – COMMUNICATIONS

THE ENGLISH LANGUAGE WILL BE USED IN NOTICES, LETTERS, TELEXES AND ALL OTHER MEANS OF COMMUNICATION BETWEEN PARTIES. IN THIS CONTRACT:

- (A) WITHOUT PREJUDICE TO ANY OTHER MODE OF SERVICE, NOTICES SHALL BE DEEMED TO BE PROPERLY GIVEN IF SENT BY E-MAIL OR FACSIMILE TO THE INTENDED RECIPIENT AT ITS CURRENT EMAIL OR FACSIMILE ADDRESS TO THE RECIPIENT.
- (B) SUBJECT TO THIS CLAUSE, ANY PARTY HERETO BY NOTICE TO THE OTHER MAY CHANGE ITS ADDRESS FROM THAT SET OUT TO SUCH OTHER ADDRESS AS IS SPECIFIED IN THE NOTICE.
- (C) NOTICES GIVEN IN ACCORDANCE WITH THIS CLAUSE SHALL BE DEEMED TO HAVE BEEN PROPERLY GIVEN TO THE ADDRESSEE IN THE ORDINARY COURSE OF TRANSMISSION IF BY ANY MEANS OTHER THAN BY POST OR, IF GIVEN BY POST, FOUR DAYS AFTER THE DATE OF POSTING.
- (D) CHARTERERS ADDRESS FOR PURPOSE OF SERVICE IS **TARANJOT RESOURCES PRIVATE LIMITED OR NOMINEE**
602, RAJHANS MONTESSA, DUMAS ROAD, MAGDALLA, SURAT, GUJARAT PIN 395007, INDIA
- (E) OWNERS ADDRESS FOR PURPOSE OF SERVICE IS **AEQUOR SHIPPING LLC. ADDRESS: 307 THE ATRIUM CENTER KHALID BIN AL WALEED ROAD DUBAI (UAE)**

CLAUSE 50 – DETENTION

IN THE EVENT THE VESSEL IS PREVENTED FROM OR DELAYED IN BERTHING AT THE DISCHARGE PORTS AS A RESULT OF CHARTERERS' FAILURE TO COMPLETE ALL FORMALITIES AND PROCESS THE NECESSARY DOCUMENTATION, ETC AND WHERE OWNERS HAVE PROVIDED CHARTERERS WITH SHIPPING DOCUMENTS OR AUTHORISED CONSIGNMENT RELEASE UNDER LETTER OF INDEMNITY IN GOOD TIME, THEN CHARTERERS WILL BE RESPONSIBLE FOR THE COSTS ASSOCIATED WITH THE DETENTION OF THE VESSEL.

CLAUSE 51 – LIGHTENING

DELETE

CLAUSE 52 – BIMCO CARGO HANDLING GEAR CLAUSE

~~VESSEL IS EQUIPPED WITH THE FOLLOWING CARGO HANDLING GEAR IN GOOD WORKING ORDER: AS PER CLEAN RECAP AND WHICH ARE AT CHARTERERS' FREE DISPOSAL, WHENEVER REQUIRED, TOGETHER WITH CORRESPONDING RUNNING GEAR AND WITH THE NECESSARY~~



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~~MOTIVE POWER TO WORK ALL GEAR SIMULTANEOUSLY.
CHARTERERS SHALL EMPLOY WINCHMEN AND/OR CRANE DRIVERS AT THEIR RISK AND
EXPENSE.
ANY TIME LOST AS A RESULT OF VESSEL'S POWER FAILURE, BREAKDOWN OF
WINCHES/VESSEL'S CRANES AND/OR GEAR NOT CAUSED BY DEFAULT OF SHORE LABORERS
SHALL NOT COUNT AS LAYTIME, SUCH TIME LOST BEING CALCULATED PRO RATA IN
RELATION TO THE TOTAL NUMBER OF WINCHES/CRANES ON THE VESSEL.
VESSEL SHALL GIVE FREE USE, WHENEVER REQUIRED, OF LIGHTS AS ON BOARD TO CARRY
ON NIGHT WORK.~~

CLAUSE 53 - BIMCO DESIGNATED ENTITIES CLAUSE FOR CHARTER PARTIES:

(A) THE PROVISIONS OF THIS CLAUSE SHALL APPLY IN RELATION TO ANY SANCTION, PROHIBITION OR RESTRICTION IMPOSED ON ANY SPECIFIED PERSONS, ENTITIES OR BODIES INCLUDING THE DESIGNATION OF SPECIFIED VESSELS OR FLEETS UNDER UNITED NATIONS RESOLUTIONS OR TRADE OR ECONOMIC SANCTIONS, LAWS OR REGULATIONS OF THE EUROPEAN UNION OR THE UNITED STATES OF AMERICA.

(B) IF AT ANY TIME DURING THE PERFORMANCE OF THIS CHARTER PARTY EITHER PARTY BECOMES AWARE THAT THE OTHER PARTY IS IN BREACH OF WARRANTY AS AFORESAID, THE PARTY NOT IN BREACH SHALL COMPLY WITH THE LAWS AND REGULATIONS OF ANY GOVERNMENT TO WHICH THAT PARTY OR THE VESSEL IS SUBJECT, AND FOLLOW ANY ORDERS OR DIRECTIONS WHICH MAY BE GIVEN BY ANY BODY ACTING WITH POWERS TO COMPEL COMPLIANCE, INCLUDING WHERE APPLICABLE THE OWNERS' FLAG STATE. IN THE ABSENCE OF ANY SUCH ORDERS, DIRECTIONS, LAWS OR REGULATIONS, THE PARTY NOT IN BREACH MAY, IN ITS OPTION, TERMINATE THE CHARTER PARTY FORTHWITH OR, IF CARGO IS ON BOARD, DIRECT THE VESSEL TO ANY SAFE PORT OF THAT PARTY'S CHOICE AND THERE DISCHARGE THE CARGO OR PART THEREOF.

(C) IF, IN COMPLIANCE WITH THE PROVISIONS OF THIS CLAUSE, ANYTHING IS DONE OR IS NOT DONE, SUCH SHALL NOT BE DEEMED A DEVIATION BUT SHALL BE CONSIDERED DUE FULFILMENT OF THIS CHARTER PARTY.

(D) NOTWITHSTANDING ANYTHING IN THIS CLAUSE TO THE CONTRARY, OWNERS OR CHARTERERS SHALL NOT BE REQUIRED TO DO ANYTHING WHICH CONSTITUTES A VIOLATION OF THE LAWS AND REGULATIONS OF ANY STATE TO WHICH EITHER OF THEM IS SUBJECT.

(E) OWNERS OR CHARTERERS SHALL BE LIABLE TO INDEMNIFY THE OTHER PARTY AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGE, COSTS AND FINES WHATSOEVER SUFFERED BY THE OTHER PARTY RESULTING FROM ANY BREACH OF WARRANTY AS AFORESAID.

CLAUSE 54 – TCOC CLAUSE

~~Owner is made aware that the business activities of the charterer are self-regulated by the Tata Code of Conduct ("TCOC"). Owners may report any violation of the Code by any person connected with the charterers to the Local Ethics Counsellor (tania.lai@tatainternational.com), the Chief Ethics Counsellor (krupa.joshi@tatainternational.com) of charterers. In case of any violations of TCOC, reach out to Ethics helpline at: Toll free Number: 1800 100 1124, tatainternational@ethicshelpline.in; Web: www.tatainternational.ethicshelpline.in; Post Box: P.O.Box No. 71, DLF Phase 1, Qutub Enclave, Gurgaon – 122002, Haryana, India. Both Parties undertakes to maintain confidentiality of all communication received in this regard.~~



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CLAUSE 55 – NON-PERFORMANCE CLAUSE

- IF OWNERS FAILED TO NOMINATE PERFORMING VESSEL AS DESCRIBED AND AGREED IN CP AND/ OR FAILED TO PRESENT THE PERFORMING VESSEL AT LOADPORT WITHIN CP LAYCAN AND IF OWNERS FAILED TO PROVIDE REMEDY TO SUCH FAILURE WITHOUT FURTHER DELAY, CHARTERER SHALL BE ENTITLED TO FIX AND PLACE A REPLACEMENT VESSEL AND OWNERS SHALL BE LIABLE TO COMPENSATE TO CHARTERERS THE FREIGHT DIFFERENTIAL ON THE BASIS OF PER TONNE X TOTAL LIFTED QUANTITY AND BARGE DETENTION, AND ALL CONSEQUENTIAL LOSSES ARISING OUT OF SUCH DEFAULT UPON RECEIVING WRITTEN CLAIM FROM THE CHARTERER. PROVIDED CHARTERERS PROVE THAT THEY FIXED THE BEST ENDEAVOR TONNAGE AND DISCUSS WITH OWNERS THE EXPECTED CLAIM BEFORE FIXING THE TONNAGE FROM THE MARKET

OWNERS



**AEQUOR SHIPPING LLC.,
DUBAI**

CHARTERERS

**TARANJOT RESOURCES PRIVATE LIMITED,
INDIA**