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Recommended by:  
The Baltic and International Maritime Council(BIMCO)  
The Federation of National Associations of  
Ship Brokers and Agents (FONASBA)



## TIME CHARTER©

New York Produce Exchange Form  
Issued by the Association of Ship Brokers and Agents (U.S.A.), Inc.

November 6th, 1913 - Amended October 20th, 1921; August 6th, 1931; October 3rd, 1946;  
Revised June 12th, 1981; September 14th 1993.

THIS CHARTER PARTY, made and concluded in <b>Dubai</b>	1
this <b>24th</b> day of <b>April</b> 19 <b>2024</b>	2
Between <b>Apeejay Shipping Ltd, Apeejay House, 15 Park Street, Kolkata 700016, India</b>	3
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Owners of the Vessel described below, and <b>Aequor Shipping LLC</b>	5
<b>507 The Atrium Center, Khalid Bin Al Waleed Road, Dubai (UAE)</b>	6
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Charterers.	8
Description of Vessel	9
Name <b>MV APJ ANGAD 2</b> Flag <b>India</b> Built <b>2004</b> (year).	10
Port and number of Registry	11
Classed in	12
Deadweight long*/metric* tons (cargo and bunkers, including freshwater and	13
stores not exceeding long*/metric* tons) on a salt water draft of	14
on summer freeboard.	15
Capacity cubic feet grain cubic feet bale space.	16
Tonnage GT/GRT.	17
Speed about knots, fully laden, in good weather conditions up to and including maximum	18
Force on the Beaufort wind scale, on a consumption of about long*/metric*	19
tons of	20
* Delete as appropriate.	21
For further description see <b>Clause 89 Appendix "A"</b> (if applicable)	22
1. Duration	23
The Owners agree to let and the Charterers agree to hire the Vessel from the time of delivery for a period	24
of <b>one time charter trip with intended cargo of Coal via Indonesia to East Coast India safe port(s) safe</b>	25
<b>berth(s) safe anchorage(s) always accessible always afloat always within Institute Warranty Limits with</b>	
<b>not always afloat but safely aground. Duration about 25/30 days without guarantee</b>	26
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within below mentioned trading limits.	28
2. Delivery	29
The Vessel shall be placed at the disposal of the Charterers at <b>on dropping last outward sea pilot/anchor</b>	30



***aweigh Quanzhou any time day / night sundays and holidays included. Local time to apply for delivery time.***

..... The Vessel on her delivery  
shall be ready to receive cargo with clean-swept holds and tight, staunch, strong and in every way fitted  
for ordinary cargo service, having water ballast and with sufficient power to operate all cargo-handling gear  
simultaneously.

The Owners shall give the Charterers not less than ..... days notice of expected date of  
delivery. ***Owners are to give Charterer a notice on fixing followed by daily notices for delivery of the  
vessel. In case of any changes in the delivery prospects, the Owners and Master should notify the  
Charterers of such changes and the reasons for such changes and advise the revised prospects for  
delivery.***

### 3. On-Off Hire Survey

Prior to delivery and redelivery the parties shall, unless otherwise agreed, each appoint surveyors, for their  
respective accounts, who shall not later than at first loading port/last discharging port respectively, conduct  
joint on-hire/off-hire surveys, for the purpose of ascertaining quantity of bunkers on board and the condition  
of the Vessel. A single report shall be prepared on each occasion and signed by each surveyor, without  
prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree.  
If either party fails to have a representative attend the survey and sign the joint survey report, such party  
shall nevertheless be bound for all purposes by the findings in any report prepared by the other party.  
On-hire survey shall be on Charterers' time and off-hire survey on Owners' time. ***Charterers are to appoint a  
surveyor, for performing a joint on and off hire bunker and/or condition survey. Joint on hire survey to  
be in Charterers time, and joint off hire survey to be in charterers time, with expenses to be shared  
equally.***

### 4. Dangerous Cargo/Cargo Exclusions

***Under this Charter Party harmless bulk cargoes to be loaded in accordance with latest  
IMO/IMSBC regulations and recommendations. Coal of Indonesia origin always allowed under  
this charter party.***

(a) The Vessel shall be employed in carrying lawful merchandise excluding any goods of a dangerous,  
injurious, flammable or corrosive nature unless carried in accordance with the requirements or  
recommendations of the competent authorities of the country of the Vessel's registry and of ports of  
shipment and discharge and of any intermediate countries or ports through whose waters the Vessel must  
pass. Without prejudice to the generality of the foregoing, in addition the following are specifically  
excluded: livestock of any description, arms, ammunition, explosives, nuclear and radioactive materials,

(b) If IMO-classified cargo is agreed to be carried, the amount of such cargo shall be limited to  
..... tons and the Charterers shall provide the Master with any evidence he may  
reasonably require to show that the cargo is packaged, labelled, loaded and stowed in accordance with IMO  
regulations, failing which the Master is entitled to refuse such cargo or, if already loaded, to unload it at  
the Charterers' risk and expense.



<b>5. Trading Limits</b>	70
<i>Like zone as determined by the Owners underwriters. Also excluding all countries which from time to time may be banned by the Nations and or by USA and or by India and or by Panama. Vessel not to be ordered nor bound to enter any place where fever or epidemics are prevalent or to which the Master, Officers and crew are not bound to follow the Vessel.</i>	
The Vessel shall be employed in such lawful trades between safe ports and safe places within	71
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	as the Charterers shall direct.
<b>6. Owners to Provide</b>	77
The Owners shall provide and pay for the insurance of the Vessel, except as otherwise provided, and for all provisions, cabin, deck, engine-room and other necessary stores, including boiler water; shall pay for wages, consular shipping and discharging fees of the crew and charges for port services pertaining to the crew; shall maintain the Vessel's class and keep her in a thoroughly efficient state in hull, machinery and equipment for and during the service, and have a full complement of officers and crew.	78
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<b>7. Charterers to Provide</b>	83
The Charterers, while the Vessel is on hire, shall provide and pay for all the bunkers <del>except as otherwise agreed</del> ; shall pay for port charges (including compulsory watchmen and cargo watchmen and compulsory garbage disposal), all communication expenses pertaining to the Charterers' business <b>Charterers to pay lumpsum</b>	84
<b>USD 1,500 per month or pro-rata for all victualling/gratuities and cost of cables</b>	85
<del>at cost</del> , pilotages,	86
towages, agencies, commissions, consular charges (except those pertaining to individual crew members or flag of the Vessel), and all other usual expenses except those stated in Clause 6, but when the Vessel puts into a port for causes for which the Vessel is responsible (other than by stress of weather), then all such charges incurred shall be paid by the Owners. Fumigations ordered because of illness of the crew shall be for the Owners' account. Fumigations ordered because of cargoes carried or ports visited while the Vessel is employed under this Charter Party shall be for the Charterers' account. All other fumigations shall be for the Charterers' account after the Vessel has been on charter for a continuous period of six months or more.	87
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The Charterers shall provide and pay for necessary dunnage and also any extra fittings requisite for a special trade or unusual cargo, but the Owners shall allow them the use of any dunnage already aboard the Vessel. Prior to redelivery the Charterers shall remove their dunnage and fittings at their cost and in their time <b>and risk</b> .	95
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<b>8. Performance of Voyages</b>	99
(a) The Master shall perform the voyages with due despatch, and shall render all customary assistance with the Vessel's crew. The Master shall be conversant with the English language and (although appointed by the Owners) shall be under the orders and directions of the Charterers as regards employment and agency; and the Charterers shall perform all cargo handling, including but not limited to loading, stowing, trimming, lashing, securing, dunnaging, unlashng, discharging, and tallying, at their risk and expense, under the supervision of the Master.	100
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(b) If the Charterers shall have reasonable cause to be dissatisfied with the conduct of the Master or officers, the Owners shall, on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments.	106
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<b>9. Bunkers</b>	109



**Bunkers on delivery about 500 metric tons VLSFO and about 47 metric tons LSMGO.**

**Bunkers on redelivery about same as delivery of VLSFO (about here means plus/minus 5%) and LSMGO to be about same as on board (if consumption more than 20MT of LSMGO, then Charterers have to replenish).**

**Bunker prices both ends:  
USD 650 PMT VLSFO  
USD 800 PMT LSMGO**

**Charterers has the option to bunker prior delivery at Owners time and cost provided same does not interfere with Owners operations.**

**Owners confirms vessel got enough space to receive Charterers bunker stem at Singapore or India without comingling. For India bunker stem, vessel must have sufficient bunker safety margin to arrive India. Charterers will not pay for bunker on delivery but Charterers will replenish bunkers at either Singapore or in India for the voyage.**

(a) The Charterers on delivery, and the Owners on redelivery, shall take over and pay for all fuel and diesel oil remaining on board the Vessel as hereunder. The Vessel shall be delivered with: long\*/metric\* tons of fuel oil at the price of \_\_\_\_\_ per ton;  
\_\_\_\_\_ tons of diesel oil at the price of \_\_\_\_\_ per ton. The vessel shall be redelivered with: \_\_\_\_\_ tons of fuel oil at the price of \_\_\_\_\_ per ton;  
\_\_\_\_\_ tons of diesel oil at the price of \_\_\_\_\_ per ton.

~~\* Same tons apply throughout this clause.~~

(b) The Charterers shall supply bunkers of a quality suitable for burning in the Vessel's engines and auxiliaries and which conform to the specification(s) as set out in Appendix A.

The Owners reserve their right to make a claim against the Charterers for any damage to the main engines or the auxiliaries caused by the use of unsuitable fuels or fuels not complying with the agreed specification(s). Additionally, if bunker fuels supplied do not conform with the mutually agreed specification(s) or otherwise prove unsuitable for burning in the Vessel's engines or auxiliaries, the Owners shall not be held responsible for any reduction in the Vessel's speed performance and/or increased bunker consumption, nor for any time lost and any other consequences.

## **10. Rate of Hire/Redelivery Areas and Notices**

The Charterers shall pay for the use and hire of the said Vessel at the rate of \$ **USD 11,000 daily including overtime per day pro rata. First hire of 20 days and no payment bunker to be paid within 3 banking days after delivery. Thereafter hire to be paid 5 days in advance or estimated vessel redelivery date. GMT time to apply for hire calculations.**

U.S. currency, daily, or \$ \_\_\_\_\_ U.S. currency per ton on the Vessel's total deadweight carrying capacity, including bunkers and stores, on \_\_\_\_\_ summer freeboard, per 30 days, commencing on and from the day of her delivery, as aforesaid, and at and after the same rate for any part of a **day** month; hire shall continue until the hour of the day of her redelivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless Vessel lost) at **on one safe port India East Coast India, Haldia – Karaikal range only, intention Ennore , ports in charterers' option**  
\_\_\_\_\_  
\_\_\_\_\_ unless otherwise mutually agreed.

The Charterers shall give the Owners not less than **10/07/05** days **approximate** notice of the Vessel's expected date and probable port of redelivery **and range followed by 4/3/2/1 definite notice of re-delivery with port of redelivery.**



For the purpose of hire calculations, the times of delivery, redelivery or termination of charter shall be adjusted to GMT. <b>Laycan / delivery / redelivery to be based on local time but the hire calculation to be based on GMT.</b>	137 138
<b>11. Hire Payment</b>	139
<del>(a)</del> <b>Payment</b>	140
Payment of Hire shall be made so as to be received by the Owners or their designated payee in <b>India - See Clause 89</b> , viz _____	141 142 143 144
_____ in _____ currency, or in United States Currency, in funds available to the Owners on the due date, <b>first hire of 20 days and no payment bunker to be paid within 3 banking days after delivery thereafter hire to be paid 5 15 days in advance or estimated vsl redelivery date</b> , and for the last month or part of same the approximate amount of hire, and should same not cover the actual time, hire shall be paid for the balance day by day as it becomes due, if so required by the Owners. <b>Any difference between actual and estimated consumption to be settled with final hire settlement. Figures as per on/off-hire survey. Owners to provide their every SOA with stamp and signature before Charterers' arranging the payment. Owners' every SOA with stamp conforming to the account in the recap.</b> Failing the punctual and regular payment of the hire, or on any fundamental breach whatsoever of this Charter Party, the Owners shall be at liberty to withdraw the Vessel from the service of the Charterers without prejudice to any claims they (the Owners) may otherwise have on the Charterers.	145 146 147 148 149 150 151 152
At any time after the expiry of the grace period provided in Sub-clause 11 (b) hereunder and while the hire is outstanding, the Owners shall, without prejudice to the liberty to withdraw, be entitled to withhold the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof, in respect of which the Charterers hereby indemnify the Owners, and hire shall continue to accrue and any extra expenses resulting from such withholding shall be for the Charterers' account.	153 154 155 156 157 158
<del>(b)</del> <b>Grace Period</b>	159
Where there is failure to make punctual and regular payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Charterers shall be given by the Owners <b>3 (three)</b> clear banking days (as recognized at the agreed place of payment) written notice to rectify the failure, and when so rectified within those <b>3 (three)</b> days following the Owners' notice, the payment shall stand as regular and punctual.	160 161 162 163 164
Failure by the Charterers to pay the hire within <b>3 (three)</b> days of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw as set forth in Sub-clause 11 (a) above.	165 166
<del>(c)</del> <b>Last Hire Payment</b>	167
Should the Vessel be on her voyage towards port of redelivery at the time the last and/or the penultimate payment of hire is/are due, said payment(s) is/are to be made for such length of time as the Owners and the Charterers may agree upon as being the estimated time necessary to complete the voyage, and taking into account bunkers actually on board, to be taken over by the Owners and estimated disbursements for the Owners' account before redelivery. <del>Should same not cover the actual time, hire is to be paid for the balance, day by day, as it becomes due. When the Vessel has been redelivered, any difference is to be refunded by the Owners or paid by the Charterers, as the case may be.</del>	168 169 170 171 172 173 174
<del>(d)</del> <b>Cash Advances</b>	175
Cash for the Vessel's ordinary disbursements at any port may be advanced by the Charterers, as required	176





by the Owners, subject to 2-4/2 percent commission and such advances shall be deducted from the hire.	177
The Charterers, however, shall in no way be responsible for the application of such advances.	178
<b>12. Berths</b>	179
The Vessel shall be loaded and discharged in any safe dock or at any safe berth or safe place that	180
Charterers or their agents may direct, provided the Vessel can safely enter, lie and depart always afloat	181
at any time of tide.	182
<b>13. Spaces Available</b>	183
(a) The whole reach of the Vessel's holds, decks, and other cargo spaces (not more than she can	184
reasonably and safely stow and carry), also accommodations for supercargo, if carried, shall be at the	185
Charterers' disposal, reserving only proper and sufficient space for the Vessel's officers, crew, tackle,	186
apparel, furniture, provisions, stores and fuel.	187
<del>(b) In the event of deck cargo being carried, the Owners are to be and are hereby indemnified by the</del>	<del>188</del>
<del>Charterers for any loss and/or damage and/or liability of whatsoever nature caused to the Vessel as a</del>	<del>189</del>
<del>result of the carriage of deck cargo and which would not have arisen had deck cargo not been loaded.</del>	<del>190</del>
<b>14. Supercargo and Meals</b>	191
The Charterers are entitled to appoint a supercargo, who shall accompany the Vessel <b>subject to vessel's life</b>	192
<b>boat</b>	
<b>capacity permitting</b> at the Charterers'	
risk and see that voyages are performed with due despatch. He is to be furnished with free	193
accommodation and same fare as provided for the Master's table, the Charterers paying at the rate of	194
<b>USD 15</b> per day. The Owners shall victual pilots and customs officers, and also, when	195
authorized by the Charterers or their agents, shall victual tally clerks, stevedore's foreman, etc.,	196
Charterers paying at the rate of <b>USD 1,500 per month / pro rata</b> per meal for all such	197
victualling <b>/communication / entertainment</b> .	
<b>15. Sailing Orders and Logs</b>	198
The Charterers shall furnish the Master from time to time with all requisite instructions and sailing	199
directions, in writing, in the English language, and the Master shall keep full and correct deck and engine	200
logs of the voyage or voyages, which are to be patent to the Charterers or their agents, and furnish the	201
Charterers, their agents or supercargo, when required, with a true copy of such deck and engine logs,	202
showing the course of the Vessel, distance run and the consumption of bunkers. Any log extracts	203
required by the Charterers shall be in the English language.	204
<b>16. Delivery/Cancelling</b>	205
If required by the Charterers, time shall not commence before <b>0001 hours local time 30th April 2024</b> and	206
should the	
Vessel not be ready for delivery on or before <b>1200 hours local time 4th May 2024</b> but not later than _____ hours,	207
the Charterers shall have the option of cancelling this Charter Party.	208
 <i>Extension of Cancelling</i>	209
<del>If the Owners warrant that, despite the exercise of due diligence by them, the Vessel will not be ready</del>	<del>210</del>
<del>for delivery by the cancelling date, and provided the Owners are able to state with reasonable certainty</del>	<del>211</del>
<del>the date on which the Vessel will be ready, they may, at the earliest seven days before the Vessel is</del>	<del>212</del>
<del>expected to sail for the port or place of delivery, require the Charterers to declare whether or not they will</del>	<del>213</del>
<del>cancel the Charter Party. Should the Charterers elect not to cancel, or should they fail to reply within two</del>	<del>214</del>
<del>days or by the cancelling date, whichever shall first occur, then the seventh day after the expected date</del>	<del>215</del>
<del>of readiness for delivery as notified by the Owners shall replace the original cancelling date. Should the</del>	<del>216</del>



~~Vessel be further delayed, the Owners shall be entitled to require further declarations of the Charterers in accordance with this Clause.~~ 217  
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**17. Off Hire** 219

In the event of loss of time from deficiency and/or default and/or strike of officers or crew, or deficiency of stores, fire, breakdown of, or damages to hull, machinery or equipment, grounding, detention by the arrest of the Vessel, (unless such arrest is caused by events for which the Charterers, their servants, agents or subcontractors are responsible), or detention by average accidents to the Vessel or cargo unless resulting from inherent vice, quality or defect of the cargo, drydocking for the purpose of examination or painting bottom, or by any other similar cause preventing the full working of the Vessel, the payment of hire and overtime, if any, shall cease for the time thereby lost **and should the vessel deviate or put back during the voyage for any reason other than accident to the cargo or where permitted in lines 257 to 258 hereunder, the hire is to be suspended for the next extra time incurred by reason of her deviating or putting back until she is again in the same or equidistant position from the destination and the voyage resumed therefrom. The net extra fuel used by the vessel while off hire shall be for Owners' account. If upon the voyage the speed be reduced by defect in, or breakdown of, any part of her hull, machinery or equipment, the time so lost, and the cost of any extra fuel consumed in consequence thereof, and all extra expenses shall be deducted from the hire.** Should the Vessel deviate or put back during a voyage, contrary to the orders or directions of the Charterers, for any reason other than accident to the cargo or where permitted in lines 257 to 258 hereunder, the hire is to be suspended from the time of her deviating or putting back until she is again in the same or equidistant position from the destination and the voyage resumed therefrom. All bunkers used by the Vessel while off hire shall be for the Owners' account. In the event of the Vessel being driven into port or to anchorage through stress of weather, trading to shallow harbors or to rivers or ports with bars, any detention of the Vessel and/or expenses resulting from such detention shall be for the Charterers' account. If upon the voyage the speed be reduced by defect in, or breakdown of, any part of her hull, machinery or equipment, the time so lost, and the cost of any extra bunkers consumed in consequence thereof, and all extra proven expenses may be deducted from the hire. 220  
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**18. Sublet** 237

Unless otherwise agreed, the Charterers shall have the liberty to sublet the Vessel for all or any part of the time covered by this Charter Party, but the Charterers remain responsible for the fulfillment of this Charter Party. **However vessel not to be sub-chartered to companies based in countries excluded in clause 5.** 238  
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**19. Drydocking** 241

**No drydocking during the period of this Charter Party except in case of emergency.**

~~The Vessel was last drydocked-~~ 242

~~\*(a) The Owners shall have the option to place the Vessel in drydock during the currency of this Charter at a convenient time and place, to be mutually agreed upon between the Owners and the Charterers, for bottom cleaning and painting and/or repair as required by class or dictated by circumstances.~~ 243  
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~~\*(b) Except in case of emergency no drydocking shall take place during the currency of this Charter Party. **Vessel to be placed off hire for all time until vessel is in an equivalent position from when deviation for dry-docking commenced.**~~ 246  
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~~\* Delete as appropriate~~ 248

**20. Total Loss** 249

Should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the Charterers at once. 250  
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<b>21. Exceptions</b>	252
The act of God, enemies, fire, restraint of princes, rulers and people, and all dangers and accidents of the seas, rivers, machinery, boilers, and navigation, and errors of navigation throughout this Charter, always mutually excepted.	253 254 255
<b>22. Liberties</b>	256
The Vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life and property.	257 258
<b>23. Liens</b>	259
The Owners shall have a lien upon all cargoes and all sub-freights and/or sub-hire for any amounts due under this Charter Party, including general average contributions, and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once.	260 261 262 263
The Charterers will not directly or indirectly suffer, nor permit to be continued, any lien or encumbrance, which might have priority over the title and interest of the Owners in the Vessel. The Charterers undertake that during the period of this Charter Party, they will not procure any supplies or necessities or services, including any port expenses and bunkers, on the credit of the Owners or in the Owners' time.	264 265 266 267
<b>24. Salvage</b>	268
All derelicts and salvage shall be for the Owners' and the Charterers' equal benefit after deducting Owners' and Charterers' expenses and crew's proportion.	269 270
<b>25. General Average</b>	271
General average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof, in <u>London</u> and settled in <u>United States Dollars</u> currency.	272 273 274
The Charterers shall procure that all bills of lading issued during the currency of the Charter Party will contain a provision to the effect that general average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof and will include the "New Jason Clause" as per Clause 31.	275 276 277 278
Time charter hire shall not contribute to general average.	279
<b>26. Navigation</b>	280
Nothing herein stated is to be construed as a demise of the Vessel to the Time Charterers. The Owners shall remain responsible for the navigation of the Vessel, acts of pilots and tug boats, insurance, crew, and all other matters, same as when trading for their own account.	281 282 283
<b>27. Cargo Claims</b>	284
Cargo claims as between the Owners and the Charterers shall be settled in accordance with the Inter-Club New York Produce Exchange Agreement of February 1970, as amended May, 1984, or any subsequent modification or replacement thereof.	285 286 287
<b>28. Cargo Gear and Lights</b>	288
<del>The Owners shall maintain the cargo handling gear of the Vessel which is as follows:</del>	289 290 291





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providing gear (for all derricks or cranes) capable of lifting capacity as described. The Owners shall also 293  
provide on the Vessel for night work lights as on board, but all additional lights over those on board shall 294  
be at the Charterers' expense. The Charterers shall have the use of any gear on board the Vessel. If 295  
required by the Charterers, the Vessel shall work night and day and all cargo handling gear shall be at the 296  
Charterers' disposal during loading and discharging. In the event of disabled cargo handling gear, or 297  
insufficient power to operate the same, the Vessel is to be considered to be off hire to the extent that 298  
time is actually lost to the Charterers and the Owners to pay stevedore stand by charges occasioned 299  
thereby, unless such disablement or insufficiency of power is caused by the Charterers' stevedores. If 300  
required by the Charterers, the Owners shall bear the cost of hiring shore gear in lieu thereof, in which 301  
case the Vessel shall remain on hire. 302

## 29. Crew Overtime 303

In lieu of any overtime payments to officers and crew for work ordered by the Charterers or their agents, 304  
the Charterers shall pay the Owners, concurrently with the hire- ..... per month 305  
or pro rata. 306

## 30. Bills of Lading 307

(a) The Master shall sign the bills of lading ~~or waybills~~ for cargo as presented in conformity with mates 308  
~~or tally clerk's~~ receipts. However, the Charterers/**Agents** may sign bills of lading ~~or waybills~~ on behalf of the 309  
Master, with the Owner's prior written authority, always in **strict** conformity with mates ~~or tally clerk's~~ receipts. 310

(b) All bills of lading ~~or waybills~~ shall be without prejudice to this Charter Party and the Charterers shall 311  
indemnify the Owners against all consequences or liabilities which may arise from any inconsistency 312  
between this Charter Party and any bills of lading or waybills signed by the Charterers or by the Master 313  
at their request. 314

(c) ~~Bills of lading covering deck cargo shall be claused: "Shipped on deck at Charterers', Shippers' and~~ 315  
~~Receivers' risk, expense and responsibility, without liability on the part of the Vessel, or her Owners for~~ 316  
~~any loss, damage, expense or delay howsoever caused." **No deck cargo to be loaded no original bills of**~~ 317  
**lading are to be carried on board the vessel to the port(s) of destination during this charter party. All**  
**Bill(s) of Lading**  
**issued under this Charter Party to incorporate Hague/Visby Rules.**

## 31. Protective Clauses 318

This Charter Party is subject to the following clauses all of which are also to be included in all bills of 319  
lading or waybills issued hereunder: 320

(a) **CLAUSE PARAMOUNT** 321  
"This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the 322  
United States, the Hague Rules, or the Hague-Visby Rules, as applicable, or such other similar national 323  
legislation as may mandatorily apply by virtue of origin or destination of the bills of lading, which shall 324  
be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the 325  
carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said 326  
applicable Act. If any term of this bill of lading be repugnant to said applicable Act to any extent, such 327  
term shall be void to that extent, but no further." 328  
and 329

(b) **BOTH-TO-BLAME COLLISION CLAUSE** 330  
"If the ship comes into collision with another ship as a result of the negligence of the other ship and any 331  
act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in 332  
the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against 333  
all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents 334  
loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other 335  
or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the 336  
other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier. 337



The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact."	338 339 340
and	341
(e) NEW JASON CLAUSE	342
"In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods.	343 344 345 346 347 348
If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery."	349 350 351 352
and	353
(d) U.S. TRADE - DRUG CLAUSE	354
"In pursuance of the provisions of the U.S. Anti Drug Abuse Act 1986 or any re-enactment thereof, the Charterers warrant to exercise the highest degree of care and diligence in preventing unmanifested narcotic drugs and marijuana to be loaded or concealed on board the Vessel.	355 356 357
Non-compliance with the provisions of this clause shall amount to breach of warranty for consequences of which the Charterers shall be liable and shall hold the Owners, the Master and the crew of the Vessel harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them individually or jointly. Furthermore, all time lost and all expenses incurred, including fines, as a result of the Charterers' breach of the provisions of this clause shall be for the Charterer's account and the Vessel shall remain on hire.	358 359 360 361 362 363
Should the Vessel be arrested as a result of the Charterers' non-compliance with the provisions of this clause, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their expense put up the bails to secure release of the Vessel.	364 365 366
The Owners shall remain responsible for all time lost and all expenses incurred, including fines, in the event that unmanifested narcotic drugs and marijuana are found in the possession or effects of the Vessel's personnel."	367 368 369
and	370
(e) WAR CLAUSES	371
<del>"(i) No contraband of war shall be shipped. The Vessel shall not be required, without the consent of the Owners, which shall not be unreasonably withheld, to enter any port or zone which is involved in a state of war, warlike operations, or hostilities, civil strife, insurrection or piracy whether there be a declaration of war or not, where the Vessel, cargo or crew might reasonably be expected to be subject to capture, seizure or arrest, or to a hostile act by a belligerent power (the term "power" meaning any de jure or de facto authority or any purported governmental organization maintaining naval, military or air forces).</del>	372 373 374 375 376 377
<del>(ii) If such consent is given by the Owners, the Charterers will pay the provable additional cost of insuring the Vessel against hull war risks in an amount equal to the value under her ordinary hull policy but not exceeding a valuation of _____ In addition, the Owners may purchase and the Charterers will pay for war risk insurance on ancillary risks such as loss of hire, freight disbursements, total loss, blocking and trapping, etc. If such insurance is not obtainable commercially or through a government program, the Vessel shall not be required to enter or remain at any such port or zone.</del>	378 379 380 381 382 383



~~(iii) In the event of the existence of the conditions described in (i) subsequent to the date of this Charter, or while the Vessel is on hire under this Charter, the Charterers shall, in respect of voyages to any such port or zone assume the provable additional cost of wages and insurance properly incurred in connection with master, officers and crew as a consequence of such war, warlike operations or hostilities.~~ 384  
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~~(iv) Any war bonus to officers and crew due to the Vessel's trading or cargo carried shall be for the Charterers' account."~~ 388  
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### 32. War Cancellation 390

In the event of the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries: **China, Japan, North Korea, South Korea, Ukraine, France, GCC countries, Germany, India** 391  
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either the Owners or the Charterers may **have the option to** cancel this Charter Party **always subject to mutual consent**. Whereupon, the Charterers shall 396

redeliver the Vessel to the Owners in accordance with Clause 10; if she has cargo on board, after 397  
discharge thereof at destination, or, if debarred under this Clause from reaching or entering it, at a near 398  
open and safe port as directed by the Owners; or, if she has no cargo on board, at the port at which she 399  
then is; or, if at sea, at a near open and safe port as directed by the Owners. In all cases hire shall 400  
continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this 401  
Charter Party shall apply until redelivery. 402

### 33. Ice 403

The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area 404  
where lights or lightships have been or are about to be withdrawn by reason of ice, nor where there is 405  
risk that in the ordinary course of things the Vessel will not be able on account of ice to safely enter and 406  
remain in the port or area or to get out after having completed loading or discharging. ~~Subject to the~~ 407  
~~Owners' prior approval the Vessel is to follow ice-breakers when reasonably required with regard to her~~ 408  
~~size, construction and ice class.~~ 409

### 34. Requisition 410

Should the Vessel be requisitioned by the government of the Vessel's flag during the period of this Charter 411  
Party, the Vessel shall be deemed to be off hire during the period of such requisition, and any hire paid 412  
by the said government in respect of such requisition period shall be retained by the Owners. The period 413  
during which the Vessel is on requisition to the said government shall count as part of the period provided 414  
for in this Charter Party. 415

If the period of requisition exceeds ..... months, either party shall have the option 416  
of cancelling this Charter Party and no consequential claim may be made by either party. 417

### 35. Stevedore Damage 418

~~Notwithstanding anything contained herein to the contrary, the Charterers shall pay for any and all~~ 419  
~~damage to the Vessel caused by stevedores provided the Master has notified the Charterers and/or their~~ 420  
~~agents in writing as soon as practical but not later than 48 hours after any damage is discovered. Such~~ 421  
~~notice to specify the damage in detail and to invite Charterers to appoint a surveyor to assess the extent~~ 422  
~~of such damage.~~ 423

~~(a) In case of any and all damage(s) affecting the Vessel's seaworthiness and/or the safety of the crew~~ 424  
~~and/or affecting the trading capabilities of the Vessel, the Charterers shall immediately arrange for repairs~~ 425  
~~of such damage(s) at their expense and the Vessel is to remain on hire until such repairs are completed~~ 426  
~~and if required passed by the Vessel's classification society.~~ 427



<del>(b) Any and all damage(s) not described under point (a) above shall be repaired at the Charterers' option, before or after redelivery concurrently with the Owners' work. In such case no hire and/or expenses will be paid to the Owners except and insofar as the time and/or the expenses required for the repairs for which the Charterers are responsible, exceed the time and/or expenses necessary to carry out the Owners' work.</del>	<del>428 429 430 431 432</del>
<b>36. Cleaning of Holds</b>	433
<i>Vessel on delivery or on arrival at load port to be ready in all respect to receive Charterers intended cargo with all holds clean/dry/swept free from residues of previous cargo to shippers/local surveyor approval, otherwise to be off hire for all time lost as a result of failure.</i>	
<del>The Charterers shall provide and pay extra for sweeping and/or washing and/or cleaning of holds between voyages and/or between cargoes provided such work can be undertaken by the crew and is permitted by local regulations, at the rate of _____ per hold.</del>	<del>434 435 436</del>
<del>In connection with any such operation, the Owners shall not be responsible if the Vessel's holds are not accepted or passed by the port or any other authority. The Charterers shall have the option to re-deliver the Vessel with unclean/unswept holds against a lumpsum payment of _____ in lieu of cleaning.</del>	<del>437 438 439</del>
<b>37. Taxes</b>	440
<del>Charterers to pay all local, State, National taxes and/or dues assessed on the Vessel or the Owners resulting from the Charterers' orders herein, whether assessed during or after the currency of this Charter Party including any taxes and/or dues on cargo and/or freights and/or sub-freights and/or hire (excluding taxes levied by the country of the flag of the Vessel or the Owners). <b>All taxes and dues on the vessel and/or cargo and/or freight, arising out of cargoes carried and/or ports visited under this charter-party shall be for Charterers account. Income tax and/or tax on time charter hire as paid to Owners under this charter-party and levied in the country of the vessel and/or Owners domicile, to be for Owners account. All dues, duties, charges and/or taxes on crew and/or stores to be for Owners' account.</b></del>	<del>441 442 443 444</del>
<b>38. Charterers' Colors</b>	445
<del>The Charterers shall have the privilege of flying their own house flag and painting the Vessel with their own markings. The Vessel shall be repainted in the Owners' colors before termination of the Charter Party. Cost and time of painting, maintaining and repainting those changes effected by the Charterers shall be for Charterers' account.</del>	<del>446 447 448 449</del>
<b>39. Laid Up Returns</b>	450
<del>The Charterers shall have the benefit of any return insurance premium receivable by the Owners from their underwriters as and when received from underwriters by reason of the Vessel being in port for a minimum period of 30 days if on full hire for this period or pro rata for the time actually on hire.</del>	<del>451 452 453</del>
<b>40. Documentation</b>	454
<del>The Owners shall provide any documentation relating to the Vessel that may be required to permit the Vessel to trade within the agreed trade limits, including, but not limited to certificates of financial responsibility for oil pollution, provided such oil pollution certificates are obtainable from the Owners' P &amp; I club, valid international tonnage certificate, Suez and Panama tonnage certificates, valid certificate of registry and certificates relating to the strength and/or serviceability of the Vessel's gear.</del>	<del>455 456 457 458 459</del>
<b>41. Stowaways</b>	460
<del>(a) (i) The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining access to the Vessel by means of secreting away in the goods and/or containers shipped by the</del>	<del>461 462</del>



Charterers. 463

(ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the Vessel by means of secreting away in the goods and/or containers shipped by the Charterers, this shall amount to breach of charter for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them. Furthermore, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account and the Vessel shall remain on hire. 464  
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(iii) Should the Vessel be arrested as a result of the Charterers' breach of charter according to sub-clause (a)(ii) above, the Charterers shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel. 471  
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(b) (i) If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Owners' account and the Vessel shall be off hire. 475  
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(ii) Should the Vessel be arrested as a result of stowaways having gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, the Owners shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel. 479  
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#### 42. Smuggling 483

In the event of smuggling by the Master, Officers and/or crew, the Owners shall bear the cost of any fines, taxes, or imposts levied and the Vessel shall be off hire for any time lost as a result thereof **or Charterers shall bear same if caused by Charterers supercargo and / or their staff agents.** 484  
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#### 43. Commissions 486

A **brokerage** commission of 1.25 percent is payable by the Vessel and the Owners to Clarksons 487  
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on hire earned and paid under this Charter, and also upon any continuation or extension of this Charter. 491

#### 44. Address Commission 492

An address commission of 3.75 percent is payable to Charterers 493  
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on hire earned and paid under this Charter. 496

#### 45. Arbitration (See Clause 67) 497

**All disputes arising from the execution of, or in connection with this charter party shall be settled through friendly negotiation. In case no settlement be reached, three persons' arbitration in London and English law to apply.**

(a) ~~NEW YORK~~ 498





All disputes arising out of this contract shall be arbitrated at New York in the following manner, and subject to U.S. Law:	499 500
<del>One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the court. The Arbitrators shall be commercial men, conversant with shipping matters. Such Arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators Inc.</del>	501 502 503 504 505
<del>For disputes where the total amount claimed by either party does not exceed US \$ _____ ** the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators Inc.</del>	506 507 508
(b) LONDON	509
All disputes arising out of this contract shall be arbitrated at London and, unless the parties agree forthwith on a single Arbitrator, be referred to the final arbitrament of two Arbitrators carrying on business in London who shall be members of the Baltic Mercantile & Shipping Exchange and engaged in Shipping, one to be appointed by each of the parties, with power to such Arbitrators to appoint an Umpire. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above, unless objection to his action be taken before the award is made. Any dispute arising hereunder shall be governed by English Law.	510 511 512 513 514 515 516
<del>For disputes where the total amount claimed by either party does not exceed US \$ _____ ** the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.</del>	517 518 519
* Delete para (a) or (b) as appropriate	520
** Where no figure is supplied in the blank space this provision only shall be void but the other provisions of this clause shall have full force and remain in effect.	521 522
If mutually agreed, clauses <b>46</b> _____ to <b>136</b> _____, both inclusive, as attached hereto are fully incorporated in this Charter Party.	523 524

**APPENDIX "A"**

525

<del>To Charter Party dated</del> .....	526
<del>Between</del> .....	<del>Owners</del> 527
<del>and</del> .....	<del>Charterers</del> 528
 <del>Further details of the Vessel:-</del> .....	 529
 ...	 530

***The Owners******The Charterers***

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**ADDITIONAL CLAUSES TO MV APJ ANGAD 2**  
**CHARTER PARTY DATED 24TH APRIL 2024**

**Clause 46 - Payment of Charter**

Where there is failure to make punctual and regular payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Charterers shall be given by the Owners three (3) clear banking days (as recognized at the agreed place of payment) written notice to rectify the failure, and when so rectified within those three (3) banking days following the Owners' notice, the payment shall stand as regular and punctual.

Failure by the Charterers to pay the hire within three (3) banking days of their receiving the Owners' notice as provided herein, shall entitle the Owners the right to cease cargo operations and any time lost due to such payment to count and Vessel to remain on hire.

Charterers to settle final hire payment of provisional hire statement provided that Owners have signed the working copy of the Charter Party and send to Charterers office.

**Clause 47 - Vessels Crew Not to Drive Cranes/ Grabs**

Deleted

**Clause 48 - Certificates Vaccination**

Owners are obliged to deliver and keep the Vessel, her crew and anything pertaining hereto supplied with updating and necessary certificates and approvals equipment and fittings, enabling the Vessel and her crew to load carry and discharging all cargoes permitted under this Charter Party and bunker within the trading limits for this Charter Party, even where such certificates, approvals, equipment and fittings, become necessary before or after the commencement of this Charter Party.

If the responsibility of the Master and the Owners to arrange for any special vaccination required at ports of call provided sufficient notice are given to Owners for arranging same and to keep onboard corresponding valid certificates.

Failing this any time lost and all proven extra expenses so directly caused to be for Owners account and be deducted from the hire.

Notwithstanding the above agreement, the Charterers will not send the Vessel to an epidemic port declared by W.H.O. of ROME.

**Clause 49 - International Tonnage Certificates**

Upon delivery the Vessel shall have on board an International Tonnage Certificate in compliance with the 1969 Tonnage Convention, valid for the duration of this Charter Party and be acceptable to local authorities at the countries of call within the trading Limits of this Charter Party.

Should such Tonnage Certificate not be acceptable to local authorities and/or result in an uplift of export expenses, all time and expenses for Owners' account.

**Clause 50 - I.T.F./ Flag Restrictions**

In the event of loss of time, delay or impossibility of or restriction on the full working of the Vessel resulting from any action that may be taken against the ship by third parties on grounds due to or connected with the condition upon which the crew of the ship is engaged and employed by the Owners, the Owners are to remain responsible for the above mentioned action, loss of time, delay or impossibility of or restrictions of working and any time lost consequently upon the above mentioned action by third parties, shall be considered as off-hire and to be deducted from the hire as the case may be.

At discharge port Owners to have the option to convert the vessel from Foreign run to Coastal run after completion of discharging operation and such activity not to interfere in Charterers operations, any time lost due to conversion of vessel shall be on Owners account. All saving in port dues resulted from conversion of the vessel at discharge port berth to be shared equally between Owners and Charterers.

**Clause 51 - Oil Pollution**

Owners warrant to provide and maintain at their expense and carry onboard the Vessel's valid certificate of financial responsibility. In no case the Charterers shall be liable for any damages as a result of the Owners' failure to obtain the aforementioned certificates or the Owners' noncompliance with present or future water pollution legislation enacted by other countries within the trading area time lost by noncompliance to be considered as off-hire and Owners to hold Charterers harmless against any consequential loss, damage or expense.

The Master and Owners shall be fully and financially responsible for all pollution caused by spillage or leakage of oil, fuel or other palliative material from the Vessel, including clean up, unless pollution is solely caused by cargo carried or by an act of negligence of Charterers or their servants. Should Vessel be delayed / detained by reason of any spillage / leakage not due to the fault of the Charterers or their servants, Vessel will be off-hire until she is again ready for Charterers' service.

**Clause 52**

Deleted.

**Clause 53 - Liability Insurance**

Charterers P & I Club: **Charterers P&I Club**

Owners P & I Club: **Steamship Mutual**

The Owners guarantee that the Vessel shall be covered by a P & I Club. The Charterers have the benefit of the Owners' cover granted by the P&I Club as far as the rules permit.

**Clause 54**

Deleted.

**Clause 55**



Should the Vessel put back whilst on voyage by reason of breakdown of machinery, collision, stranding, fire, or other accident or damage to the Vessel, or dry docking or periodical survey, or deviate from the course of the voyage caused by sickness of or accident of the Master, officers, crew or any person on board the Vessel other than person travelling by the Charterers request, or by reason of sending stowaway or refugee other than stowaway(s), refugee(s) for which Charterers are responsible, salvage or by reason of the refusal of the Master, officers or crew to do their duties, or any Owners matters, the payment of hire shall be suspended for the net time loss between the time of inefficiency in port or at sea until the Vessel is again efficient in the same position or regain a point of progress equivalent to the commencement of the off hire event hereunder.

Bunkers consumed while the Vessel is off-hire and all directly related extra expenses incurred during such period shall be for Owners account. Charterers to provide supporting evidence for such expenses.

#### **Clause 56**

Deleted

#### **Clause 57**

Deleted.

#### **Clause 58 - Weather Routing**

The Charterers may supply an independent weather bureau advice to the Master, during voyages specified by the Charterers and the Master shall comply with the reporting procedure of the weather bureau. However the Master remains responsible for the safe navigation and choice of route. Evidence of weather conditions shall be taken from vessel's deck logs and independent weather bureau's reports. In the event of a discrepancy between deck logs and the independent weather bureau's reports, weather bureau reports shall be final and binding on both parties.

#### **Clause 59 - Master's Crew Assistance**

With reference to Clause 8 of this Charter Party "customary assistance" shall include but not be limited to all opening and closing of hatches, when and where required if permitted by local regulations and weather.

Furthermore, it is understood that the Master shall supervise the stowage of the cargo thoroughly and let one of this officers supervise all loading, handling stowage, and discharge of the cargo, and he is to furnish the Charterers with stowage plans and other documents, if available, as the case may be.

Notwithstanding anything else in the charter party, soon after fixing regardless whether the vessel is delivered to the charterers or not, the Owners to instruct the Master to follow the Charterers' voyage instructions including provision of all the required information and documents to the Charterers and to the Charterers' load port agents for completion of pre-arrival formalities. Owners to ensure that there are no delays from the Master or Owners on this matter under the pretext that the vessel is not yet delivered etc, etc.

#### **Clause 60 - Bills of Lading**





If required, Owners to allow Master/Owners agents to sign and issue Bills of Lading on behalf of Owners/Master. All Bills of Lading to be in strict conformity with Mates receipt issued by Master/chief officer and to be Conline or Congen Bills of Lading. If there is any unsound cargo being presented for loading, Master has the right to reject such cargo until shipper's present sound cargo to Master's satisfaction for loading.

Notwithstanding anything else contained in the charter party, Master to authorize the Charterers or their agents to sign Bills of Lading in strict conformity with Mate's receipt.

In the case original bill(s) of lading are not available at discharge port, Owners to allow Charterers to discharge/release cargo without presentation of original bill(s) of lading against Letter of Indemnity as per Owners P&I format to be signed by Charterers only without bank endorsement / bank guarantee. Copy of original bill(s) of lading to be sent alongwith Letter of Indemnity.

At loading port, Charterers will require a "Clean on board" bill of lading and Owners/master have the right to reject any damaged cargo which will involve remarks on mate's receipt / issue of a clean bill(s) of lading and Charterers/shippers to replace damaged cargo with sound one at their time/risk/expense. Once the cargo is loaded on board the vessel the owners/master cannot clause the mates receipt and would allow release of a "Clean on board" bill of lading.

Owners warrant that the Vessel shall be fully covered by P&I Club and Hull & Machinery Insurance during this chartered period.

Charterers to have the option to switch/split/recut load port bill(s) of lading in Singapore or in Charterers option at load port, at Owners agent office or in Owner's option Owner's PNI office, at Charterers cost against Charterers single LOI in Owner's PNI club wording. The original LOI and the 1st set original Bill(s) Of Lading to be surrendered to Owners agent before issuance and releasing of 2nd set Bill(s) of Lading. The signed LOI and the draft copies of 2nd set bill(s) of lading to be preapproved by Owners. All cost for the issuance of 2nd set of original bill(s) of lading is on Charterers account and at any point of time only one set of original Bill(s) of Lading to remain in

circulation and if not then all cost and consequences due to same is on Charterers account. Charterers have the option to discharge cargo in light rain at Charterers risk against Charterers single LOI in accordance with Owners P+I club wording, signed by Charterers & cargo receivers only.

Owners/Master to liase with discharge port agents/terminal foreman to facilitate smooth cargo discharging, but all cost and consequences resulting in damage to cargo for discharging in the rain will be on Charterers account.

Charterer's option to insert Charter Party date into Bill(s) of Lading.

### **Clause 61 - Charterers' Supplies**

Any gear, equipment, and/or stores supplied to the Vessel by or for Charterer's account, the Master shall keep a record of all such gear, equipment and / or stores so supplied. Such gear, equipment and / or stores to be redelivered to the Charterers prior to redelivery of the Vessel to the Owners in like good order and condition as when delivered, fair wear tear excepted, or if required by the Charterers, at any time during the charter.

### **Clause 62**

Deleted



### **Clause 63 - Performance**

If the Charterers have reason to be dissatisfied with the performance of the Vessel, the Owners upon receiving complains shall immediately investigate and take appropriate steps to have the situation corrected.

### **Clause 64 - Stevedore Damage**

Should any damage be caused to the Vessel or her fittings by the Charterers or their stevedores, the Master and / or the Owners shall do the followings:

Give written notice to the Charterers or their supercargo(es) or their Agents of full particulars of the damage caused and the party allegedly responsible for the damage. Such notice to be give not later than twenty-four (24) hours after the damage has occurred or prior to the Vessel's sailing from the port in question, whichever first occurs.

Give written notice to the party alleged responsible giving full particulars of the damage and its caused and endeavour to obtain the written acknowledgment of receipt of such notice. Such notice with copy to Charterers to be given not later than twenty-four (24) hours after the alleged damage occurs and, in any event, prior to the Vessel's sailing from the port.

In the case of hidden damage such notice to be given upon discovery of the damage and in any event before Vessel's sailing from the port of occurrence. Damage affecting Vessel's seaworthiness of the Vessel shall be repaired by Charterers Prior

Vessel's sailing from port of occurrence at Charterers' time and expense Vessel remaining on hire. Damage affecting trading capabilities of the Vessel shall be repaired by Charterers latest prior to Vessel's redelivery at Charterers' time and expense, Vessel remaining on hire.

Immediately arrange in conjunction with Charterers' Agents or supercargo to have the damaged surveyed and an estimate of the repair costs given.

It is expressly agreed and understood by Owners that the purpose of compliance of Owners' and Masters' obligations in this clause is to preserve the Charterers' right of recourse against the party allegedly responsible, and if the Owners and / or Master fail to comply with their obligations under this clause, the Charterers shall not be responsible to Owners for any such damage.

However, in any case Charterers to be always ultimately responsible for any stevedore damage provided Master has informed all parties as per Clause 47 of the Charter Party.

Charterers to have the privilege of redelivering Vessel without repairing the stevedores damages for which the Charterers are responsible, incurred during the currency of this charter as long as the damages do not effect seaworthiness of the Vessel but Charterers to undertake to reimburse the repairs, excluding charges against the production of repair bills by dockyard or repair men, or against Owners' invoice in case crew effected repairs, unless otherwise agreed, Charterers to repair all damages affecting Vessels seaworthiness and/ or cargo worthiness, for which they are liable, at the port of occurrence and before sailing, as per class surveyor / class requirements. Charterers to be responsible for hull damage suffered by Vessel and barge during loading from barges / discharging into barges / coming alongside barges / staying alongside barges / casting off of barges. Vessel to remain on hire and repairs to be completed by Charterers at their cost and time to the satisfaction of the class surveyor.

### **Clause 65 - Off-Hire**

Deviation and / or delay during the charter contrary to the directions of the Charterers shall be considered as off-hire, and all



extra expenses in this connection shall be for Owners' account, and shall be deducted from the hire.

After suspension of hire from any cause, the Vessel shall be placed again at Charterers' disposal at the same port or place or equidistant position where hire was suspended, any time day, night, Sundays, holidays included.

**Clause 66**

Deleted

**Clause 67 - Arbitration**

This charter shall be governed by and construed in accordance with English law and L.M.A.A. rules including small claims procedure. Any disputes arising out of this charter which cannot be amicably resolved shall be referred to arbitration in London in accordance with the arbitration act 1950 and 1979 or any statutory modification or reenactment thereof for the time being in force when the arbitration proceeding are commenced.

Unless the parties agree upon a sole arbitrator the reference shall be two arbitrators, one to be appointed by each of the parties. The arbitrators shall be commercial men, and the umpire, if appointed shall be a legal man, and shall be member of the (London) Maritime Arbitrator's Association or otherwise qualified by experience to deal with commercial shipping disputes. It is further agreed that on the receipt by one part of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within 14 days, failing which the decision of the single arbitrator appointed shall apply.

**Clause 68 - Speed and Consumption**

"Good weather conditions" on line 10 shall mean maximum Beaufort Force Scale 4 Winds or Douglas Sea State 3. The Charterers may instruct the Vessel to steam at any slow speed within the safety Limits of the engine's design. With reference to speed the definition of "about" is plus or minus 0.5 knots, in case of any speed / consumption claims, otherwise as per proforma.

**Clause 69**

Deleted

**Clause 70**

Deleted

**Clause 71**

Deleted



### **Clause 72 – Owners' Use of Charterers' Port Agents**

Charterers' Agents shall attend to Owners routing minor matters such as crew repatriation, postage, cash to Master, supply of fresh water or similar routing minor matters with Owners paying actual, expenses but free of Agency fee to Owners. Charterers shall deduct actual expenses from hire payment.

### **Clause 73 - Lightering**

The Charterers shall have the right, when and where it is customary and safe for Vessels of similar size and type or so, to order the Vessel to go, lie or remain alongside another Vessel or Vessels of any size or description whatsoever or to order such Vessels to come and remain alongside at such safe dock, wharf, anchorage or other place for transshipment, loading or discharging of cargo and / or bunkering.

The Charterers shall pay for and provide such assistance and equipment as may be required to enable any of the operations mentioned in this clause safely to be completed and shall give the Owners such advance notice as they reasonable can of the details of any such operations.

Without prejudice to the generally of the Charterers' rights under A) and B), it is expressly agreed that the Master shall have the right to refuse to allow the Vessel to perform as provided in A) and B) in his reasonable opinion it is not safe so to do.

The Owners shall be entitled to insure any deductible under the Vessel's hull policy and the Charterers shall reimburse the Owners any additional premium(s) required by the Vessel's underwriters and/or the cost of insuring any deductible under the Vessel's hull policy.

The Charterers shall further indemnify the Owners for any cost damage and liabilities resulting from such operation. The Vessel shall remain on hire as a result of such operation.

### **Clause 74 - Safe Ballast**

The Owners guarantee that the Vessel is always safe in ballast without any solid ballast being required. The Owners further warrant that the Vessel is eligible for bunkering in areas within the agreed trading limits.

### **Clause 75 - Arrest / Capture**

Should the Vessel be arrested during the currency of the Charter as the suit of any person having or purporting to have a claim against or any interest in the Vessel hire under this charter shall not be payable in respect of any period whilst the Vessel remains under arrest or remains unemployed as a result of such arrest and the Owners shall reimburse to the Charterers any expenditure which they may incur under this charter in respect of any period during which by virtue of the operation of this clause no hire is payable. This clause is inoperable should the arrest be caused by any act or omission of the Charterers or their Agents.

No hire shall be payable for delay caused by the Vessel being captured, seized, arrested or detained in any other way by any person, party, organization or government in pursuance or in consequence of any interest in or claim or complaint against or dispute with the Vessel or her Owners or the government of the nation under whose flag the Vessel sails and any extra expenses incurred by and / or during the above capture to be for Owners' account.

However, if during the arrest Vessel has continued loading or discharging operations, Vessel remains on hire.

### **Clause 76 - Time Applicable**



Laycan to be based on local time.

Time of delivery / redelivery for hire calculation to be based on GMT.

#### **Clause 77**

Deleted

#### **Clause 78 - War Between Major Powers**

In the event of war, whether declared or undeclared, involving U.S.A. C.I.S., United Kingdom, Peoples' Republic of China, Canada, India and Japan, directly affecting the performance for this charter, either party has the right of cancelling this charter or any remaining period thereof.

#### **Clause 79**

Deleted

#### **Clause 80**

Deleted

#### **Clause 81 - Applicable Clause**

BIMCO Solid Bulk Cargoes That Can Liquefy Clause for Charter Parties

BIMCO Marine Risk Assessment Clause

BIMCO Bulk Carrier Safety Clause

BIMCO Non Payment of Hire Clause to apply for this Charter

New Jason Clause, U.S. Trade Drug Clause, General Average Clause, Arbitration Clause, New Both to Blame Collision Clause, Hamburg Rules, Clause Paramount, Voywar 2004, Protection and Indemnity Club, Bunkering Clause, War Risk Clause and BIMCO ISPS Clause, BIMCO Ship to Ship Transfer, Stevedore damage, ISM, ISPS/MTSA, New BIMCO Piracy Clause are hereby agreed to be incorporated into this Charter Party. All Bills of Lading issued under this Charter Party shall validly and effectively incorporate above clauses.

#### **Clause 82 - Grab Discharge**

Owners warrant that Vessel has clear holds and is suitable for grab discharge. Charterers to have the privilege of using bulldozers in Vessel's holds. Bulldozers not to exceed Vessel's tank top strength and to tire mounted.

#### **Clause 83 - Blacklisting**





Owners warrant the Vessel has not traded to Israel under her present Ownership and that the Vessel and/or other Vessel under the same Ownership and/or management are not black listed by the Arab countries nor anywhere else within the agreed trading limits.

**Clause 84 - Additional Fittings**

Charterers are allowed to weld on stanchion sockets and/or padeyes and/or ring bolts as far as needed to secure at Charterers' time and expenses. Sockets, bolts / padeyes to be removed at or before redelivery, if required by Owners at Charterers time and expense.

**Clause 85 – Ship Sanitization Certificate**

Owners to supply valid Ship Sanitization certificate on delivery of the Vessel and same to be maintained and kept valid throughout the whole period of this charter.

**Clause 86 - Delays Caused by Crew's Actions**

At loading / discharging port(s) any time lost by the Vessel for the reason that not all the crew members being on board when the Vessel is ready to sail or for the Crew's strike to be for Owners' Charterers shall not be responsible for smuggling of officers and crew and all detention and expenses incurred therefrom to be for Owners' account and time lost shall be deducted from the hire unless Charterers or their Agent are involved in smuggling.

**Clause 87 - Charterers Responsibility**

The Charterers undertake that during the currency of this charter they will not supply nor procure any supplies, necessities or services including port expenses and bunkers on the credit of the Owners or in Owners' name.

**Clause 88 - Asian Gypsy Moth Clause**

Owners guarantee that the Vessel has not called any of the high risk ports such as C.I.S. Pacific, North Korean ports and / or Hokkaido during July to September 1998. In case the Vessel is found to have Asian Gypsy Moth by the CFIA (Canadian Food Inspection Agency), then Owners would be solely responsible for all consequences.

**Clause 89 - Vessel's Description (All Details About)**

MV APJ ANGAD 2  
BUILT 2004  
INDIAN-FLAG,  
CLASS- IRS  
HO/HA 7/7,  
DWT 76602 MT AT 14.139 MTRS,



TPC 66.60 (S),  
LOA/BEAM 224.94 M/32.26 M,  
GT/NT 39727 / 25754  
GRAIN 90740 CBM,  
GEARLESS

SPEED ABOUT 12.50 00 KNOTS PER DAY @ ABOUT VLSFO 24.00 MT + ABOUT MDO 0.10 MT FOR BALLAST  
SPEED ABOUT 12.50 .00 KNOTS PER DAY @ ABOUT VLSFO 26.00 MT + ABOUT MDO 0.10 MT FOR LADEN

ECO SPEED ABOUT 11.00 KNOTS PER DAY @ ABOUT VLSFO 22.00 MT + ABOUT MDO 0.10 MT FOR BALLAST  
ECO SPEED ABOUT 11.00 KNOTS PER DAY @ ABOUT VLSFO 24.00 MT + ABOUT MDO 0.10 MT FOR LADEN

PORT CONSUMPTION PER DAY

IDLE : IFO 380 CST – ABOUT 2.60 MT + ABOUT MDO 0.30 MT  
WORKING : IFO 380 CST - ABOUT 3.60 MT + ABOUT MDO 0.30 MT

ALL DETAILS ABOUT

ALL SPEED AND CONSUMPTION FIGURES ARE AVERAGE FIGURES DURING C/P PERIOD. ALL SPEED AND ALL CONSUMPTION FIGURES ARE TO BE CONSIDERED AS 'ABOUT'.

AT SEA PERFORMANCE FIGURES, APPLY ON GOOD WEATHER DAYS (OF A MINIMUM 12 CONSECUTIVE HOURS) AND ANY OF THE FOLLOWING DAYS ARE EXCLUDED FROM ANY WARRANTY AS TO THE VESSELS SPEED AND PERFORMANCE:

THOSE IN WHICH WEATHER CONDITION EXCEEDS EITHER IN SEABUOY TO SEABUOY IN MODERATE WEATHER UPTO/INCLUDING BEAUFORT 4.DOUGLAS SEA STATE 3 AND SIGNIFICANT WAVE AND SWELL HEIGHT OF 1.25M OR GREATER OR THOSE IN WHICH THERE ARE NEGATIVE INFLUENCES OF SWELL OR THOSE IN WHICH THERE ARE ADVERSE CURRENTS. NO ADVERSE CURRENT. NO FAVORABLE CURRENTS TO BE TAKEN INTO ACCOUNT WHEN CALCULATING THE VESSEL'S PERFORMANCE.

ALL DETAILS "ABOUT" WHICH IS UNDERSTOOD TO MEAN A 0.5 KNOTS TOLERANCE AND A 5% ALLOWANCE ON BUNKER CONSUMPTION, BOTH IN VESSEL'S FAVOR. IN THE EVENT THAT ANY SPEED/PERFORMANCE CLAIM IS MADE, OWNERS ARE ENTITLED TO OFFSET THE VALUE OF ANY BUNKER SAVINGS MADE BY CHARTERERS BELOW THE UPPER LIMIT OF THE WARRANTED CONSUMPTION. POSITIVE CURRENTS NOT TO BE CONSIDERED FOR ANALYSING PERFORMANCE.

VLSFO 380 CST CLASS RMG 380 MAX SULPHUR CONTENT 0.50 % / DIESEL CLASS DMA MAX SULPHUR CONTENT 0.10 % , BOTH GRADES AS PER ISO 8217, 2017 OR LATEST EDITION. NO USED LUBRICANTS TO BE PRESENT IN FUEL NO COMINGLING OF DIFFERENT FUEL BATCHES IN TANKS ALLOWED "VESSEL USE VLSFO /LSMGO AS PER DESCRIPTION. VLSFO/LSMGO IS USED FOR STARTING/STOPPING OF AUX-ENGINES AND AUX-BOILERS. MAIN ENGINE IS CHANGED TO LSMGO WHEN MAINTENANCE IS REQUIRED TO BE DONE ON FUEL SYSTEM ON RARE OCCASIONS M/E IS CHANGED TO LSMGO WHILE MANOEUVRING IN NARROW WATERS.

THE PARTIES UNDERSTAND AND AGREE THAT WHEN NAVIGATING ANY ECA (EMMISSION CONTROL AREA), THE VESSEL IS OBLIGED TO CONSUME LSMGO IN LIEU OF VLSFO AND AS SUCH, THE VESSELS PERFORMANCE SHALL BE AFFECTED. AS A RESULT, NONE OF THE PERFORMANCE WARRANTIES IN THIS C/P RELATING TO THE VESSELS SPEED AND/OR CONSUMPTION SHALL BE APPLICABLE TO PERIODS IN WHICH THE VESSEL IS NAVIGATING ANY ECA; AND ANY PERIOD NAVIGATING ANY ECA SHALL BE EXCLUDED FROM ANY SPEED OR PERFORMANCE CALCULATION.



-TO BEST OF OWNERS KNOWLEDGE , NO CREW INFECTED WITH COVID-19 AND YELLOW FEVER  
-OWNERS CONFIRMS UNDER THE PRESENT OWNERSHIP THERE IS NO RUSSIAN CONNECTION  
-NO RUSSIAN CREW ON BOARD – ALL INDIAN CREW  
-TO BEST OF OWNERS KNOWLEDGE NO BOTTOM FOULING

-LAST 10 PORTS OF CALLS:

TABONEO, HONG KONG (FOR BUNKERING), TAISHAN, BONTANG, CHENGXI SHIPYARD (FOR DRY DOCK),  
JINGTANG, SINGAPORE (FOR BUNKERING), KRISHNAPATNAM, ENNORE, PARADIP

-LAST 5 CARGOES:

COAL, COAL, IRON ORE, COAL, COAL

- LATEST ITINERARY:

VESSEL PRESENTLY ON LADEN VOYAGE FROM TABONEO, INDONESIA TO QUANZHOU, CHINA

ETA QUANZHOU – 28 APR 2024, AGW WP

ETD QUANZHOU – 01 MAY 2024, AGW WP

-OWNERS PORT AGENTS DETAILS AT QUANZHOU:

HILISON WENG

CALM SEA SHIPPING AGENCY CO.,LTD

TEL: +86-20-82038772 / FAX: +86-20-32033129 / CELL: +86-13113981630

-MASTER CONTACT DETAILS:

Master/M.V APJ Angad 2

Phone : +870 773 233 645

E-mail id: apjangad2@stationsatcommail.com

INMARSAT C Number : 441927753

VSAT: +15053181416

- OWNERS FULL STYLE:

Apeejay Shipping Ltd

Apeejay House, 15 Park Street

Kolkata 700016, India

P&I CLUB – Steamship Mutual

- CHARTERERS FULL STYLE:

AEQUOR SHIPPING LLC.

ADDRESS: 507 The Atrium Center

Khalid Bin Al Waleed Road

Dubai (UAE)

P&I CLUB - Charterers PNI Club

- OWNERS BANK ACCOUNT:

Account Name: APEEJAY SHIPPING LTD (EEFC A/C)



Bank Name: ICICI BANK LTD.

Bank Address: TRANSACTION BANKING GROUP, 38, HEMANATA BASU SARANI, KOLKATA – 700001

Account Number: 694706000148

SWIFT Code: ICICINBBCTS

AD Code: 6390008-1000009

Correspondent Bank Name: JP MORGAN CHASE BANK, NEW YORK CORRESPONDENT SWIFT Code: CHASUS33XXX

**Clause 90**

Deleted.

**Clause 91 - Coast Guard / Port Warden Regulation**

Deleted.

**Clause 92 - Limewash Clause**

Deleted.

**Clause 93 - Bunkers Specification Clause**

Deleted.

**Clause 94**

Deleted.

**Clause 95**

Compulsory watchmen arranged and ordered by Charterers and/or their Agents to be for Charterers' account. Watchmen arranged and ordered by Owners and/or Master and / or their Agents to be for Owners' account. Watchmen for crew to be for Owners' account.

**Clause 96**

Deleted.

**Clause 97**

Deleted.



**Clause 98**

Deleted.

**Clause 99 - Panama and Suez Canal**

Deleted.

**Clause 100 – Hold Ladders**

Deleted.

**Clause 101 – On/Off Hire Surveys**

Charterers are to appoint a surveyor for performing a joint On and Off hire bunker and/or condition survey. Joint On hire survey to be in Charterers time and joint Off hire survey to be in charterers time, with expenses to be shared equally.

**Clause 102 - BIMCO ISM Clause**

From the date of coming into force of the International Safety Management (ISM) Code in relation to the Vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the Vessel and "The Company" (as defined by the ISM Code) shall comply with the requirement of the ISM Code. Upon request the Owners shall provide a copy of the relevant document of compliance (DOC) and safety Management Certificate (SMC) to the Charterers. Except as otherwise provided in this Charter Party, loss, damage, expense or delay caused by failure on the part of the Owners or "The Company" to comply with the ISM Code shall be for the Owners' account.

**Clause 103 - CIS Ports**

Vessel has not traded Pacific CIS ports last 24 / 9 months.

**Clause 104**

Deleted.

**Clause 105**

Owners agree Vessel holding valid certificate during the entire Charter Party period.





**Clause 106**

Owners warrant that Vessel and / or Owners shall have valid certificate, records or other documents requested for such trade.

**Clause 107**

Deleted.

**Clause 108**

Under the Ownership, Owners warrant Vessel has not traded Israel and is not blacklisted by Arab countries. Owners confirm Vessel has never traded Russian Far East and free from Asian Gypsy Moths, failing which all consequences / time to be for Owners' account.

**Clause 109**

Deleted.

**Clause 110**

Deleted.

**Clause 111**

Owners warrant that the vessel's hatch covers to be water tight all throughout this charter period. Owners undertakes that the vessel shall at all times be acceptable to charterer and shall be suitable at all times for the loading, carriage and discharge of the cargoes nominated throughout the charter period. Owners shall provide a seaworthy and cargo worthy vessel throughout the charter period.

**Clause 112**

Deleted.

**Clause 113**

In the case original bill(s) of lading are not available at discharge port, Charterers have the option to instruct master to discharge/deliver the entire cargo against presentation of an Letter of Indemnity as per Owners Standard P+I Club wording, signed by Charterers only without bank guarantee/endorsement. Copy of original bill(s) of lading to be sent with Letter of Indemnity.



**Clause 114**

General Average, Arbitration in London with BIMCO Standard Arbitration Clause and English Law to apply.

**Clause 115**

Deleted.

**Clause 116**

Deleted.

**Clause 117**

Notwithstanding any clauses agreed in this charterparty, including the BIMCO Piracy Clause for Time Charter party, Conwartime 2004 or 2014, all additional war risk, kidnap & ransom, LOH, IV premiums and anti-piracy related expenses including those for security measures of any kind, crew bonuses, armed guards or any other type of extra insurance, whatsoever and howsoever incurred, to be for Owner's account.

**Clause 118 - Hold Condition On Delivery**

Vessel on delivery or on arrival at load port to be ready in all respect to receive Charterers intended cargo with all holds clean/dry/swept free from residues of previous cargo to shippers/local surveyor approval, otherwise to be off hire for all time lost as a result of failure.

Charterers have the option to redeliver the vessel with uncleared holds against a lumpsum payment of USD 5,000 in lieu of hold cleaning (ILOHC) including dunnage / lashing removal/ disposal.

**Clause 119 - Double Banking**

Charterers to have the right to order the Vessel to lie alongside another Vessel and/or coaster and/or lighter at a safe berth and/or anchorage and/or other place in order to load, discharge and/or transship the cargo, such operation to be carried out always under the supervision and discretion of the Master regarding general safety, who may at any time order the Vessel and/or coaster and/or lighter away from his Vessel or remove his own Vessel in case of danger. Charterers to supply sufficient fenders at their expense and to be responsible and indemnify Owners/Vessel for all damages to the Vessel arising therefrom. Additional premium if imposed by Vessel's underwriters to be for Charterers' account.

**Clause 120 - Provision of Bunkers N/A**

Should MDO not be available at bunkering port then Charterers may replenish same with MGO. Charterers will have option to stem bunkers as per South Africa specs, Charterers always have to option to stem/bunker the Vessel with RMG380 and RME180 ISO 8217:2005 specs.



### **Clause 121 - Japanese Sea Waybill Clause**

Deleted.

### **Clause 122 - Vacuators**

Deleted.

### **Clause 123 - BIMCO Piracy Clause 2009**

Deleted.

Deleted.

~~If the Owners consent or~~ If the Vessel proceeds to or through an area exposed to the risk of piracy the Owners shall have the liberty:

To take reasonable preventative measures to protect the Vessel, her crew and cargo including but not limited to rerouting within the area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel or equipment on or about the Vessel;

To comply with the orders, directions or recommendations of any underwriters who have the authority to give the same under the terms of the insurance;

To comply with all orders, directions, recommendations or advice given by the government of the nation under whose flag the Vessel sails, or other government to whose laws the Owners are subject, or any other government, body or group, including military authorities, whatsoever acting with the power to compel compliance with their orders or directions; and

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; and the Charterers shall indemnify the Owners for any claims from holders of bills of lading or third parties caused by the Vessel proceeding as aforesaid, save to the extent that such claims are covered by additional insurance as provided in sub-clause (d) (iii).

#### **Costs**

If the Vessel proceeds to or through an area where due to risk of piracy additional costs will be incurred including but not limited to additional personnel and preventative measures to avoid piracy, such reasonable costs shall be for the Charterers' account. Any time lost waiting for convoys, following recommended routing, timing, or reducing speed or taking measures to minimize risk, shall be for the Charterers' account and the Vessel shall remain on hire;

If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers;

If the underwriters of the Owners' insurances require additional premiums or additional insurance cover is necessary because the Vessel proceeds to or through an area exposed to risk of piracy, then such additional insurance costs shall be reimbursed by the Charterers to the Owners;

All payments arising under sub-clause (d) shall be settled within fifteen (15) days of receipt of Owners' supported invoices or on redelivery, whichever occurs first. (e) If the Vessel is attacked by pirates any time lost shall be for the account of the Charterers and the Vessel shall remain on hire.

If the Vessel is seized by pirates the Owners shall keep the Charterers closely informed of the efforts made to have the Vessel released. The Vessel shall remain on hire throughout the seizure and the Charterers' obligations shall remain unaffected, except that hire payments shall cease as of the ninety- first (91st) day after the seizure and shall resume once the Vessel is released. The Charterers shall not be liable for late redelivery under this Charter Party resulting from seizure of the Vessel by pirates.

If in compliance with this clause anything is done or not done, such shall not be deemed a deviation, but shall be considered



as due fulfilment of this Charter Party. In the event of a conflict between the provisions of this clause and any implied or express provision of the Charter Party, this clause shall prevail to the extent of such conflict, but no further.

**Clause 124**

Deleted.

**Clause 125**

All negotiations and fixture to be kept Strictly Private and Confidential by all parties including Brokers.

**Clause 126**

During loading, in case Owners will appoint their P&I club surveyor at load port for the testing of cargo moisture content, costs for the surveyor solely to be for Owners account.

**Clause 127**

Deleted.

**Clause 128**

Deleted.

**Clause 129**

Owners to allow Charterers to monitor the Vessel movement/ position throughout the charter by means of Purple Finder or similar service, by switching on the Vessel's Inmarsat C System.

**Clause 130 - West Coast India Transit/Trading/HRA Transit N/A**

Vessel to always transit outside HRA.

As per Master, direct distance are as follows:

~~Colombo — Richards Bay is about 3700 nm Richards Bay — Paradip is about 4625 nm Richards Bay Coal Terminal — New Mangalore is 4125 nm (this can change in case of diversion due to unforeseen circumstances. Weather routing company can check waypoints at time of route guidance.)~~

**Clause 131 – BIMCO Hull Fouling Clause for Time Charter Parties**



if, in accordance with Charterers' orders, the vessel remains at or shifts within a place, anchorage and/or berth for an aggregated period exceeding:

a period as the parties may agree in writing in a tropical zone or seasonal tropical zone\*; or

a period as the parties may agree in writing outside such zones\* any warranties concerning speed and consumption shall be suspended pending inspection of the vessel's underwater parts including, but not limited to, the hull, sea chests, rudder and propeller.

\*if no such periods are agreed the default periods shall be 28 days.

in accordance with sub-clause (a), either party may call for inspection which shall be arranged jointly by Owners and Charterers and undertaken at Charterers' risk, cost, expense and time.

if, as a result of the inspection either party calls for cleaning of any of the underwater parts, such cleaning shall be undertaken by the Charterers at their risk, cost, expense and time in consultation with the Owners.

cleaning shall always be under the supervision of the Master and, in respect of the underwater hull coating, in accordance with the paint manufacturers' recommended guidelines on cleaning, if any. Such cleaning shall be carried out without damage to the vessel's underwater parts or coating.

if, at the port or place of inspection, cleaning as required under this sub-clause (c) is not permitted or possible, or if Charterers choose to postpone cleaning, speed and consumption warranties shall remain suspended until such cleaning has been completed.

if, despite the availability of suitable facilities and equipment, Owners nevertheless refuse to permit cleaning, the speed and consumption warranties shall be reinstated from the time of such refusal.

cleaning in accordance with this clause shall always be carried out prior to redelivery. If, nevertheless, Charterers are prevented from carrying out such cleaning, the parties shall, prior to but latest on redelivery, agree a lump sum payment in full and final settlement of Owners' costs and expenses arising as a result of or in connection with the need for cleaning pursuant to this clause.

if the time limits set out in sub-clause (a) have been exceeded but the Charterers thereafter demonstrate that the vessel's performance remains within the limits of this charter party the vessel's speed and consumption warranties will be subsequently reinstated and the Charterers' obligations in respect of inspection and/or cleaning shall no longer be applicable.

### **Clause 132**

Charterers have the liberty to fumigate the cargo for their account on board the vessel either during loading, or after completion of loading or before or during discharging. The ship is bound to sail immediately after completion of loading/fumigation and Master to keep the respective holds closed or ventilate the cargo as per Charterers/Shippers' instruction. Fumigation cost to be for Charterers account including boarding and lodging if required.

### **Clause 133 - Transportable Moisture Limit (TML) Clause**

The Charterers shall ensure that all solid bulk cargoes permitted to be carried under this Charter party are presented for carriage and loaded always in compliance with applicable international regulations, including the International Maritime Solid Bulk Cargoes (IMSBC) Code 2009 (as may be amended from time to time and including any recommendations approved and agreed by THE IMO).

(b) If the cargo is a solid bulk cargo that may liquefy, the Charterers shall prior to the commencement of loading provide the ship's Master, or his representative, with all information and documentation in accordance with the IMSBC Code, including but not limited to a certificate of the Flow Moisture Point (FMP), Transportable Moisture Limit (TML), and a certificate or declaration of the moisture content, both signed by the Shipper.

The Master of the Vessel to have the right to conduct can tests as per the IMSBC Code to determine whether the moisture content of the cargo does not exceed the Transportable Moisture Limit (TML). Owners to appoint their P&I Club surveyor at



Charterers cost and time to obtain samples from the stockpiles prior loading or while loading to analyze the cargo and assist Master in loading of safe cargo. the Master and Owners to have the right to reject the cargo " prior loading" should the can test results reveal that the moisture content of the cargo exceeds the required Transportable Moisture Limit (TML) and Charterers /Shippers to replace such cargo with cargo having a moisture limit under the Transportable Moisture Limit (TML) at their time and cost and Vessel to remain on hire throughout.

Further, when loading a cargo of Iron Ore fines in India, the documentation with respect to the cargo (Shippers certificate) to be dated not earlier than seven (7) days from the date of presentation. The Owners shall have the right to take samples of cargo prior to loading and, at Charterers' request, samples to be taken jointly, testing of such cargo samples shall be conducted jointly between Charterers and Owners by an independent laboratory that is to be nominated by Owners. Sampling and testing shall be at the Charterers' risk, cost, expense and time. The Master or Owners' representative shall at all times be permitted unrestricted and unimpeded access to cargo for sampling and testing purposes.

If the Master, in his sole discretion using reasonable judgment, considers there is a risk arising out of or in connection with the cargo (including but not limited to the risk of liquefaction) which could jeopardize the safety of the crew, the Vessel or the cargo on the voyage, he shall have the right to refuse to accept the cargo or, if already loaded, refuse to sail from the loading port or place. The Master shall have the right to require the Charterers to make safe the cargo prior to loading or, if already loaded, to offload the cargo and replace it with a cargo acceptable to the Master, all at the Charterers' risk, cost, expense and time. the exercise by the Master of the aforesaid rights shall not be a breach of this Charter Party.

Notwithstanding anything else contained in this Charter Party, all loss, damage, delay, expenses, costs and liabilities whatsoever arising out of or related to complying with, or resulting from failure to comply with, such regulations or with Charterers' obligations hereunder shall be for the Charterers' account. The Charterers shall indemnify the Owners against any and all claims whatsoever against the Owners arising out of the Owners complying with the Charterers' instructions to load the agreed cargo.

#### **Clause 134 - Sanction Clause**

Owner represents and guarantees at the date of this charter and on a continuing basis throughout the charter, as follows:

That the vessel, its owners and operators are not sanctioned under the united nations (UN), U.S., United Kingdom, European Union, Swiss, Australian, Canadian or Japanese Economic Sanctions laws relating to transactions with restricted countries, persons and entities (the "sanctions laws") and are not listed on any un sanctioned party list, the U.S. Office of Foreign Assets Control's ("OFAC") SDN list, the U.S. Bureau of Industry and Security's ("BIS") lists, or the United Kingdom, European Union, Swiss, Australian, Canadian or Japanese Sanctioned Party lists;

That the vessel is not registered by, and the vessel, its owners and operators are not in any way, directly or indirectly owned, controlled by, or related to any Cuban, Iranian, Iraqi, Sudanese, North Korean, Syrian or Libyan interests, or to any country, person or entity that may cause **Delta Corp** or a person subject to U.S. jurisdiction to be in violation of or penalized by the sanctions laws, whether or not a person subject to U.S. jurisdiction is in fact involved in this charter or the trade;

That the vessel has not called at a port in Iran, Syria, North Korea 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;

To best of Owners knowledge owners are not sanctioned by entity and charterers too confirm they are not in US OFAC list or sanctioned by any entity or government.

To best of Owners knowledge vessel 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;



that the vessel does not have any Cuban, Iranian, Syrian, North Korea or Sudanese nationals on board, whether as officers, crew or for any other reason. – no

In the event of a breach of any of the above representations and guarantees, owners shall indemnify charterers in full for any loss, damage, costs or expenses of whatsoever kind incurred by charterers. Charterers shall also be entitled to terminate this charter, such termination being without prejudice to their right to claim damages from owners. In the event that owners are unable to provide or procure security because of owners' breach of this clause, owners shall take steps to ensure that the cargo is discharged promptly and/or indemnify charterers in full for the costs of doing so. Further, where charterers are unable to pay hire because of any issue which arises as a result of owners' breach of any of the above representations and guarantees, this shall not constitute a failure to pay hire promptly and on time.

But charterers to compensate owners for any loss, damage, costs or expenses of whatsoever kind incurred by owners due to charterers default.

### **Clause 135 - Bunker Non Lien Clause**

The Charterers undertake that during the period of this charter-party they will not procure supplies, necessities, or services including, inter alia, bunkers on the credit of the owners or the vessel or in the owner's name and, if requested, will provide evidence of payment thereof to the Owners as soon as possible after the due date of payment for the supplies.

### **Clause 136 - Additional Clauses**

#### **USA CLAUSE PARAMOUNT**

This Bills of Lading shall have effect subject to the provisions of the provisions of the provisions of the carriage of goods by sea act of the united states, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said act. If any terms of this bill of lading repugnant to said act to any extent, such term shall be void to the extent, but no further.

#### **CANADIAN CLAUSE PARAMOUNT**

This Bills of Lading, so far as it related to the carriage of goods by water, shall have effect, subject to the provisions of the water carriage or goods, act 1936, enacted by the parliament of the dominion of Canada, which shall deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its right or immunities or an increase of any of its responsibilities or liabilities under said act. If any term of this Bills of Lading be repugnant to said act to any extent, such terms shall be void to that extent but not further.

#### **GENERAL CLAUSE PARAMOUNT**

This Bills of Lading shall have effect subject to the provisions of any legislations relating to the carriage of goods by sea which incorporates the rules relating to bills of lading contained in the international convention, dated Brussels 25th august 1921, and which is compulsorily applicable to the contract of carriage herein contained. Such legislation shall be deemed to be incorporated herein, but nothing herein contained shall be deemed a surrender by the carriage of any its rights or immunities or an increase of any of its responsibilities or liabilities thereunder. If any terms of this bill of lading be repugnant to any extent to any legislation by this clause incorporated, such term shall be void to that extent but no further. Nothing in this bill of lading shall operate to limit or deprive the carrier of any statutory protection or exemption from, or limitation of, liability.





#### GENERAL AVERAGE AND THE NEW JASON CLAUSE

General average shall be payable according to York/Antwerp rules, 1974 as amended 1990, but where the adjustment is made in accordance with the law and practice of the united states of America, the following clause shall apply:

#### NEW JASON CLAUSE

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not for which or for the consequence of which the carrier is not responsible, by statute contract or otherwise, the goods, shippers, consignees or Owners of the good shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the carrier, salvage shall be paid for as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or Owners of the goods TOT he carrier before delivery' and the Charterers shall procure that all bills of lading issued under this Charter Party shall contain the same clause.

#### BOTH TO BLAME COLLISION CLAUSE

If the liability for any collision in which the vessel is involved while performing this bill of lading fails to be determined in accordance with the laws of the United States of America, the following clause shall apply:

#### NEW BOTH TO BLAME COLLISION CLAUSE

"If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the Owners of the goods carried hereunder will indemnify the carrier against all loss of liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the Owners of the said goods, paid or payable by the other or non-carrying ship or her Owners to the Owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying ship or carrier.

The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact". And the Charterers shall procure that all Bills of Lading issued under this charter party shall contain the same clause.

#### P. & I. CLUBS OIL BUNKERING DEVIATION CLAUSE

The vessel in addition to all other liberties shall have liberty as part of the contract voyage and at any stage thereof to proceed to any port or ports whatsoever whether such ports are on or off the direct and/or customary route or routes to the ports of loading or discharge named in this charter and there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of fuel tanks, deep tanks, and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage.

#### U.S. CUSTOMS ADVANCE NOTIFICATION/AMS CLAUSE FOR TIME CHARTER PARTIES

if the vessel loads or carries cargo destined for the us or passing through us ports in transit, the Charterers shall comply with the current us customs regulations (19 CFR 4.7) or any subsequent amendments thereto and shall undertake the role of carrier for the purposes of such regulations and shall, in their own name, time and expense:

Have in place a SCAC (standard carrier alpha code) ii) Have in place an ICB (international carrier bond) ;

iii) Provide the Owners with a timely confirmation of i) and ii) above; and iv) submit a cargo declaration by AMS (automated manifest system) to the us customs and provide the Owners at the same time with a copy thereof.

the Charterers assume liability for and shall indemnify, defend and hold harmless the Owners against any loss and/or damage whatsoever (including consequential loss and/or damage) and/or any expenses, fines, penalties and a11 other claims of whatsoever nature, including but not limited to legal costs, arising from the Charterers' failure to comply with any of the



provisions of sub clause (a). Should such failure result in any delay then, notwithstanding any provision in this charter party to the contrary, the vessel shall remain on hire.

if the Charterers' ICB is used to meet any penalties, duties, taxes or other charges which are solely the responsibility of the Owners, the Owners shall promptly reimburse the Charterers for those mounts.

'the assumption of the role of carrier by the Charterers pursuant to this clause and for the purpose of the us customs regulations (19 CFR 4.7) shall be without prejudice to the identity of carrier under any bill of lading, other contract, law or regulation.

#### U.S. TRADE - UNIQUE BILL OF LADING IDENTIFIER CLAUSE

The Charterers warrant that each transport document accompanying a shipment of cargo destined to a port or place in the united states of America shall have been endorsed with a unique bill of lading identifier as required by the U.S. customs regulations (19 CFR part 4 section 4.7.a) including subsequent changes, amendments or modification's thereto, not later than the first port of call.

Noncompliance with the provisions of this clause shall amount to breach of warranty for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them. Furthermore, all time lost and all expenses incurred including fines as a result of the Charterers' breach of the provisions of this clause shall be for the Charterers' account.

#### BIMCO ISPS CLAUSE FOR TIME CHARTER PARTIES

i) from the date of coming into force of the international code for the security of ships and of port facilities and the relevant amendments to chapter xi of Solas (ISPS code) in relation to the vessel and thereafter during the currency of this charter party, the Owners shall procure that both the vessel and "the company" (as defined by the ISPS code) shall comply with the requirements of the ISPS code relating to the vessel and "the company". Upon request the Owners shall provide a copy of the relevant international ship security certificate (or the interim international ship security certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the company security officer (CSO).

(ii) except as otherwise provided in this charter party, loss, damage, expense or delay, excluding consequential loss, caused by failure on the part of the Owners or "the company" to comply with the requirements of the ISPS code or this clause shall be for the Owners' account.

(i) the Charterers shall provide the CSO and the ship security officer (SSO)/Master with their full style contact details and, where subletting is permitted under the terms of this charter party, shall ensure that the contact details of all sub Charterers are likewise provided to the CSO and the SSO/Master.

Furthermore, the Charterers shall ensure that all sub charter parties they enter into during the period of this charter party contain the following provision:

"the Charterers shall provide the Owners with their full style contact details and, where subletting is permitted under the terms of the charter party, shall ensure that the contact details of all sub Charterers are likewise provided to the Owners".

(ii) Except as otherwise provided in this Charter Party, loss, damage, expense or delay, excluding consequential loss, caused by failure on the part of the Charterers to comply with this clause shall be for the Charterers' account.

notwithstanding anything else contained in this charter party all delay, costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS code including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the Owners' negligence. All measures required by the Owners to comply with the ship security plan shall be for the Owners' account.

If either party makes any payment which is for the other party's account according to this clause, the other party shall indemnify the paying party.

#### BIMCO FUEL SULPHUR CONTENT CLAUSE FOR TIME CHARTER PARTIES.

Notwithstanding anything else contained in this charter party, the Charterers shall supply fuels of such specifications and grades to permit the vessel, at all times, to meet the maximum Sulphur content requirements of any emission control zone when the vessel is trading within that zone. The Charterers shall indemnify, defend and hold harmless the Owners in respect of any loss, liability, delay, fines, costs or expenses arising or resulting from the Charterers' failure to comply with this clause.



For the purpose of this clause, "emission control zone" shall mean zones as stipulated in Marpol annex vi and/or zones regulated by regional and/or national authorities such as, but not limited to, the EU and the us environmental protection agency.

WAR RISKS CLAUSE FOR TIME CHARTERS, 2004 CODE NAME: CONWARTIME 2004

or the purpose of this clause, the words:

"Owners" shall include the Ship Owners, bareboat Charterers, disponent Owners, managers or other operators who are charged with the management of the vessel, and the Master; and

"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.

the vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the vessel, her cargo, crew or other persons on board the vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to war risks. Should the vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it. (C) the vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or Ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerents' right of search and/or confiscation.

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 there for 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, 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 at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.

if the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.

the vessel shall have liberty:

to comply with all orders, directions, recommendations or advice as to departure, arrival, routes sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the government of the nation under whose flag the vessel sails, or other government to whose laws the Owners are subject, or any other government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

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;

to discharge at any other port any cargo or part thereof which may render the vessel liable to confiscation as a contraband carrier;



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.

if in accordance with their rights under the foregoing provisions of this clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.

if in compliance with any of the provisions of sub-clauses (b) to (g) of this clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this charter party.

#### BIMCO SHIP TO SHIP TRANSFER CLAUSE FOR TIME CHARTER PARTIES

The Charterers shall have the right to order the vessel to conduct ship to ship cargo operations, including the use of floating cranes and barges. All such ship to ship transfers shall be at the Charterers' risk, cost, expense and time.

B) The Charterers shall direct the vessel to a safe area for the conduct of such ship to ship operations where the vessel can safely proceed to, lie and depart from, always afloat, but always subject to the Master's approval. The Charterers shall provide adequate fendering, securing and mooring equipment, and hoses and/or other equipment, as necessary for these operations, to the satisfaction of the Master.

the Charterers shall obtain any and all relevant permissions from proper authorities to perform ship to ship operations and such operations shall be carried out in conformity with best industry practice.

if, at any time, the Master considers that the operations are, or may become, unsafe, he may order them to be suspended or discontinued. In either event the Master shall have the right to order the other vessel away from the vessel or to remove the vessel.

if the Owners are required to extend their existing insurance policies to cover ship to ship operations or incur any other additional cost/expense, the Charterers shall reimburse the Owners for any additional premium or cost/expense incurred. (F) the Charterers shall indemnify the Owners against any and all consequences arising out of the ship to ship operations including but not limited to damage to the vessel and other costs and expenses incurred as a result of such damage, including any loss of hire; damage to or claims arising from other alongside vessels, equipment, floating cranes or barges; loss of or damage to cargo; and pollution.

#### BIMCO CANCELLING CLAUSE 2002 (CODE NAME: CANCELCON 2002)

should the vessel not be ready to load (whether in berth or not) on the agreed cancelling date, the Charterers shall have the option of cancelling this charter party. (B) should the Owners anticipate that, despite the exercise of due diligence, the vessel will not be ready to load by the cancelling date, they shall notify the Charterers thereof without delay stating the expected date of the vessel's readiness to load and asking whether the Charterers will exercise their option of cancelling the charter party, or agree to a new cancelling date.

Such option must be declared by the Charterers within 48 running hours after the receipt of the Owners' notice. If the Charterers do not exercise their option of cancelling, then this charter party shall be deemed to be amended such that the seventh day after the new readiness date stated in the Owners' notification to the Charterers shall be the new cancelling date. The provisions of sub-clause (b) of this clause shall operate only once, and in case of the vessel's further delay, the Charterers shall have the option of cancelling the charter party as per sub-clause (a) of this clause.

#### BIMCO SOLID BULK CARGOES THAT CAN LIQUEFY CLAUSE FOR CHARTER PARTIES

the Charterers shall ensure that all solid bulk cargoes to be carried under this charter party are presented for carriage and loaded always in compliance with applicable international regulations, including the international maritime solid bulk cargoes (IMSBC) code 2009 (as may be amended from time to time and including any recommendations approved and agreed by the IMO).

if the cargo is a solid bulk cargo that may liquefy, the Charterers shall prior to the commencement of loading provide the ship's Master, or his representative, with all information and documentation in accordance with the IMSBC code, including but not limited to a certificate of the transportable moisture limit (TML), and a certificate or declaration of the moisture content, both



signed by the shipper.

the Owners shall have the right to take samples of cargo prior to loading and, at Charterers' request, samples to be taken jointly, testing of such cargo samples shall be conducted jointly between Charterers and Owners by an independent laboratory that is to be nominated by Owners. Sampling and testing shall be at the Charterers' risk, cost, expense and time. The Master or Owners' representative shall at all times be permitted unrestricted and unimpeded access to cargo for sampling and testing purposes.

If the Master, in his sole discretion using reasonable judgement, considers there is a risk arising out of or in connection with the cargo (including but not limited to the risk of liquefaction) which could jeopardise the safety of the crew, the vessel or the cargo on the voyage, he shall have the right to refuse to accept the cargo or, if already loaded, refuse to sail from the loading port or place. The Master shall have the right to require the Charterers to make safe the cargo prior to loading or, if already loaded, to offload the cargo and replace it with a cargo acceptable to the Master, all at the Charterers' risk, cost, expense and time. The exercise by the Master of the aforesaid rights shall not be a breach of this charter party.

notwithstanding anything else contained in this charter party, all loss, damage, delay, expenses, costs and liabilities whatsoever arising out of or related to complying with, or resulting from failure to comply with, such regulations or with Charterers' obligations hereunder shall be for the Charterers' account. The Charterers shall indemnify the Owners against any and all claims whatsoever against the Owners arising out of the Owners complying with the Charterers' instructions to load the agreed cargo.

this clause shall be without prejudice to the Charterers' obligations under this charter party to provide a safe cargo. In relation to loading, anything done or not done by the Master or the Owners in compliance with this clause shall not amount to a waiver of any rights of the Owners.

#### BIMCO NORTH AMERICAN ADVANCE CARGO NOTIFICATION CLAUSE FOR TIME CHARTER PARTIES 2016

U.S. NOTIFICATION REQUIREMENTS FOR TIME CHARTER PARTIES: if the vessel loads or carries cargo destined for the us or passing through us ports in transit, the Charterers shall comply with the current us customs regulations (19 CFR 4.7) or any subsequent amendments thereto and shall undertake the role of carrier for the purposes of such regulations and shall, in their own name, time and expense:

have in place a SCAC (standard carrier alpha code);

have in place an ICB (international carrier bond);

provide the Owners with a timely confirmation of (i) and (ii) above; and (iv) submit a cargo declaration by AMS (automated manifest system) to the us customs and provide the Owners at the same time with a copy thereof.

the Charterers assume liability for and shall indemnify, defend and hold harmless the Owners against any loss and/or damage whatsoever (including consequential loss and/or damage) and/or any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Charterers' failure to comply with any of the provisions of sub-clause (a).

Should such failure result in any delay then, notwithstanding any provision in this charter party to the contrary, the vessel shall remain on hire.

if the Charterers' ICB is used to meet any penalties, duties, taxes or other charges which are solely the responsibility of the Owners, the Owners shall promptly reimburse the Charterers for those amounts.

the assumption of the role of carrier by the Charterers pursuant to this clause and for the purpose of the us customs regulations (19 CFR 4.7) shall be without prejudice to the identity of carrier under any Bills of Lading, other contract, law or regulation.

#### CANADIAN NOTIFICATION REQUIREMENTS FOR TIME CHARTER PARTIES

As between Owners and Charterers, Charterers shall be deemed to be the conveyance operating carrier for the purposes of the Canada customs act and any related regulations, memorandums or notices issued by the Canada border services agency ("CBSA").

Subject to sub-clause (c) below, Charterers will be responsible for obtaining a marine carrier code (bonded or non-bonded) as may be required and for providing the CBSA with the advance commercial information by electronic data interchange or otherwise on a timely basis.



When the vessel calls at a port in Canada other than as instructed by Charterers, Owners shall provide Charterers with all information necessary for the timely and accurate submission of advance commercial information to the CBSA.

Each party shall indemnify the other party for any and all fines, penalties, expenses, loss, damage, delay or any other claim, including attorney's fees, arising from its failure to comply with this clause.

For the avoidance of doubt, nothing contained in this clause is intended to vary any other provision of this charter as to responsibility for cargo and identity of carrier.

**END**

**Owners:**

**Charterers:**