



GENCON 1994

UNIFORM GENERAL CHARTER

PART I

1. Shipbroker	2. Place and Date Singapore, 20th January, 2021
3. Owners/Place of business (Cl. 1) Inui Global Logistics Co., Ltd 1-13-6 Kachidoki Chuo-Ku, Tokyo, Japan	4. Charterers/Place of business (Cl. 1) Holcim Shipping Pte Ltd., 152 Beach Road. Gateway East #22-06/08 Singapore 18972
5. Vessel's name (Cl. 1) MV "CAPE ASTER" - See Clause No. 32	6. GT/NT (Cl. 1)
7. DWT all told on summer load line in metric tons (abt.) (Cl. 1) 81,499 MT	8. Present position (Cl. 1)
9. Expected ready to load (abt.) (Cl. 1)	
10. Loading port or place (Cl. 1) One (1) safe berth one (1) safe port Richards Bay (loading via cement holes).	11. Discharging port or place (Cl. 1) One (1) safe berth one (1) safe port mumbai
12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1) 79,238 MTS 10 percent more or less Owners option south Africa steam coal in bulk as full/sole cargo.	
13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4) USD 10.35 per MT 1 / 1 FIOST via cement holes.	14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4) Payable 95 percent less commissions within 5 banking days after completion of loading. Freight to be invoiced to Holcim Shipping Pte, Ltd. 5 percent balance of freight plus demurrage less despatch as the case might be to be settled within 30 days after receipt of all Owners final freight invoice including supporting documents from all ports i.e. NOR / SOF / TS etc. Freight deemed earned upon completion of loading discount less and non-returnable whether Vessel and or cargo is lost or not lost. Master has right to reject damaged / unsound cargo and Charterers / shippers to supply sufficient clean / sound cargo according to the contract quantity at their own time and expense. Charterers are responsible to compensate owner by the agreed demurrage rate and also dead-freight in case of any eventual short delivery.
15. State if vessel's cargo handling gear shall not be used (Cl. 5)	16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b). If total laytime for load. and disch., fill in c) only) (Cl. 6) (a) Laytime for loading See Clause No. 37 (b) Laytime for discharging See Clause No. 38 (c) Total laytime for loading and discharging Laytime to be non-reversible between load / discharge.
17. Shippers/Place of business (Cl. 6)	
18. Agents (loading) (Cl. 6) Charterers agents - see Clause No. 55	
19. Agents (discharging) (Cl. 6) Charterers agents - see Clause No. 55	
20. Demurrage rate and manner payable (loading and discharging) (Cl. 7) USD 18,000 per day or pro rata / half despatch working time saved both ends.	21. Cancelling date (Cl. 9) 15th April, 2022
23. Freight Tax (state if for the Owners' account (Cl. 13 (c)))	22. General Average to be adjusted at (Cl. 12) London
	24. Brokerage commission and to whom payable (Cl. 15) 2.25 percent address commission to be deducted from freight.
25. Law and Arbitration (state 19 (a), 19 (b) or 19 (c) of Cl. 19; if 19 (c) agreed also state Place of Arbitration) (if not filled in 19 (a) shall apply) (Cl. 19) Arbitration In London, English law to apply. LMAA Small Claims Procedure up to and including USD 100,000.00 to apply. (a) State maximum amount for small claims/shortened arbitration (Cl. 19)	26. Additional clauses covering special provisions, if agreed Clauses Nos. 20 to 71 as attached are deemed to be fully incorporated in this Charter Party.

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter Party which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

Signature (Owners) Inui Global Logistics Co. Ltd.	Signature (Charterers) Holcim Shipping Pte Ltd
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1. It is agreed between the party mentioned in Box 3 as the Owners of the Vessel named in Box 5, ~~of the GT/NT indicated in Box 6~~ and carrying about the number of metric tons of deadweight capacity all told on summer loadline stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter Party about the date indicated in Box 9, and the party mentioned as the Charterers in Box 4 that:
The said Vessel shall, as soon as her prior commitments have been completed, proceed to the loading port(s) or place(s) stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo (~~if shipment of deck cargo agreed same to be at the Charterers' risk and responsibility~~) as stated in Box 12, which the Charterers bind themselves to ship, and being so loaded the Vessel shall proceed to the discharging port(s) or place(s) stated in Box 11 as ordered on signing Bills of Lading, or so near thereto as she may safely get and lie always afloat, and there deliver the cargo.

2. Owners' Responsibility Clause

The Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by personal want of due diligence on the part of the Owners or their Manager to make the Vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied, or by the personal act or default of the Owners or their Manager.
~~And the Owners are not responsible for loss, damage or delay arising from any other cause whatsoever, even from the neglect or default of the Master or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this Clause, be responsible, or from unseaworthiness of the Vessel on loading or commencement of the voyage or at any time whatsoever.~~

3. Deviation Clause

The Vessel has liberty to call at any port or ports ~~in any order, for any purpose,~~ to sail without pilots, to tow and/or assist Vessels in all situations, and also to deviate for the purpose of saving life and/or property.

4. Payment of Freight - See Clause No. 20

(a) The freight at the rate stated in Box 13 shall be paid in cash calculated on the intaken quantity of cargo.
(b) Prepaid. If according to Box 13 freight is to be paid on shipment, it shall be deemed earned and non-returnable, Vessel and/or cargo lost or not lost. Neither the Owners nor their agents shall be required to sign or endorse bills of lading showing freight prepaid unless the freight due to the Owners has actually been paid.
~~(c) On delivery. If according to Box 13 freight, or part thereof, is payable at destination it shall not be deemed earned until the cargo is thus delivered. Notwithstanding the provisions under (a), if freight or part thereof is payable on delivery of the cargo the Charterers shall have the option of paying the freight on delivered weight/quantity provided such option is declared before breaking bulk and the weight/quantity can be ascertained by official weighing machine, joint draft survey or tally. Cash for Vessel's ordinary disbursements at the port of loading to be advanced by the Charterers, if required, at highest current rate of exchange, subject to two (2) per cent to cover insurance and other expenses.~~

5. Loading/Discharging

(a) Costs/Risks
The cargo shall be brought into the holds, loaded, stowed and/or trimmed, ~~tallied, lashed and/or secured and taken from the holds and discharged by the~~ Charterers, free of any risk, liability and expense whatsoever to the Owners.
Stowage shall be under Master's direction and responsibility in regard seaworthiness of the vessel. In their option

The Charterers shall provide and lay all dunnage material as required for the proper stowage and protection of the cargo on board, the Owners allowing the use of all dunnage available on board. The Charterers shall be responsible for and pay the cost of removing their dunnage after discharge of the cargo under this Charter Party and time to count until dunnage has been removed.

(b) Cargo Handling Gear

Unless the Vessel is gearless or unless it has been agreed between the parties that the Vessel's gear shall not be used and stated as such in Box 15, the Owners shall throughout the duration of loading/discharging give free use of the Vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear. All such equipment to be in good working order. Unless caused by negligence of the stevedores, time lost by breakdown of the Vessel's cargo handling gear or motive power - pro rata the total number of cranes/winches required at that time for the loading/discharging of cargo under this Charter Party - shall not count as laytime or time on demurrage.
~~On request the Owners shall provide free of charge cranesmen/winchen from the crew to operate the Vessel's cargo handling gear, unless local regulations prohibit this, in which latter event shore labourers shall be for the account of the Charterers.~~ Cranesmen/winchen shall be under the Charterers' risk and responsibility and as stevedores to be deemed as their servants but shall always work under the supervision of the Master.

(c) Stevedore Damage

~~The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores. Such damage shall be notified as soon as reasonably possible by the Master to the Charterers or their agents and to their Stevedores, failing which the Charterers shall not be held responsible. The Master shall endeavour to obtain the Stevedores' written acknowledgement of liability. The Charterers are obliged to repair any stevedore damage prior to completion of the voyage, but must repair stevedore damage affecting the Vessel's seaworthiness or class before the Vessel sails from the port where such damage was caused or found. All additional expenses incurred shall be for the account of the Charterers and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.~~

6. Laytime

* (a) Separate laytime for loading and discharging
The cargo shall be loaded within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.
The cargo shall be discharged within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.
* (b) Total laytime for loading and discharging
The cargo shall be loaded and discharged within the number of total running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.
(c) Commencement of laytime (loading and discharging)
Laytime for loading and discharging shall commence at 13.00 hours, if notice of readiness is given up to and including 12.00 hours, and at 06.00 hours next working day if notice given during office hours after 12.00 hours. Notice of readiness at loading port to be given to the Shippers named in Box 17 or if not named, to the Charterers or their agents named in Box 18. Notice of readiness at the discharging port to be given to the Receivers or, if not known, to the Charterers or their agents named in Box 19.
If the loading/discharging berth is not available on the Vessel's arrival at or off the port of loading/discharging, the Vessel shall be entitled to give notice of readiness within ordinary office hours on arrival there, whether in free pratique or not, whether customs cleared or not. Laytime or time on demurrage shall then count as if she were in berth and in all respects ready for loading/discharging provided that the Master warrants that she is in fact ready in all respects. Time used in moving from the place of waiting to the loading/discharging berth shall not count as laytime.
If, after inspection, the Vessel is found not to be ready in all respects to load/dischARGE time lost after the discovery thereof until the Vessel is again ready to load/dischARGE shall not count as laytime.
At both ends, any actual Time used before commencement of laytime shall count.
* Indicate alternative (a) or (b) as agreed, in Box 16.

7. Demurrage

Demurrage at the loading and discharging port is payable by the Charterers at the rate stated in Box 20 in the manner stated in Box 20 per day or pro rata for any part of a day. Demurrage shall fall due day by day and shall be payable upon receipt of the Owners' invoice.
~~In the event the demurrage is not paid in accordance with the above, the Owners shall give the Charterers 96 running hours written notice to rectify the failure. If the demurrage is not paid at the expiration of this time limit and if the vessel is in or at the loading port, the Owners are entitled at any time to terminate the Charter Party and claim damages for any losses caused thereby.~~

8. Lien Clause

The Owners shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering same.

9. Cancelling Clause

(a) Should the Vessel not be ready to load (whether in berth or not) on the cancelling date indicated in Box 21, the Charterers shall have the option of cancelling ~~this Charter Party~~ **the single shipment in question**.
(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.~~

10. Bills of Lading

Bills of Lading shall be presented and signed by the Master as per the "Congenbill" Bill of Lading form, Edition 1994, without prejudice to this Charter Party, or by the Owners' agents provided written authority has been given by Owners to the agents, a copy of which is to be furnished to the Charterers. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the signing of bills of lading as presented to the extent that the terms or contents of such bills of lading impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Charter Party.

11. Both-to-Blame Collision Clause

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel 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 said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

12. General Average and New Jason Clause

General Average shall be adjusted in London unless otherwise agreed in Box 22 according to York-Antwerp Rules 1994 and any subsequent modification thereof. Proprietors of cargo to pay the cargo's share in the general expenses even if same have been necessitated through neglect or default of the Owners' servants (see Clause 2).
If General Average is to be adjusted in accordance with the law and practice of the United States of America, the following Clause shall apply: "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 Owners are not responsible, by statute, contract or otherwise, the cargo shippers, consignees or the owners of the cargo shall contribute with the Owners 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 cargo. If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their 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 cargo, shippers, consignees or owners of the goods to the Owners before delivery."

13. Taxes and Dues Clause - See Clause No. 22

~~(a) On Vessel - The Owners shall pay all dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.
(b) On cargo - The Charterers shall pay all dues, charges, duties and taxes customarily levied on the cargo, howsoever the amount thereof may be assessed.
(c) On freight - Unless otherwise agreed in Box 23, taxes levied on the freight shall be for the Charterers' account.~~

14. Agency

~~In every case the Owners shall appoint their own Charterers Agent both at the port of loading and the port of discharge. However for Japanese load ports Charterers agree to use Owners suggested agents.~~

15. Brokerage

A brokerage commission at the rate stated in Box 24 on the freight, dead-freight and demurrage earned is due to the party mentioned in Box 24.
In case of non-execution 1/3 of the brokerage on the estimated amount of freight to be paid by the party responsible for such non-execution to the Brokers as indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be agreed.

16. General Strike Clause

(a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.
(b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after the Vessel's arrival at or off port of discharge and same

has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance to the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.

(c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or affecting the actual loading or discharging of the cargo.

17. War Risks ("Voywar 1993") VOYWAR 2004

~~(1) For the purpose of this Clause, the words:~~

~~(a) "The Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
(b) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warfare~~

~~operations, the laying of mines (whether actual or reported), 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.~~

~~(2) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.~~

~~(3) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.~~

~~(4) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total~~

PART II
GENCON 1994 Uniform General Charter

310 extra distance exceeds 100 miles, to additional freight which shall be the
311 same percentage of the freight contracted for as the percentage which the
312 extra distance represents to the distance of the normal and customary
313 route.
314 ~~(5) The Vessel shall have liberty:-~~
315 ~~(a) to comply with all orders, directions, recommendations or advice as to~~
316 ~~departure, arrival, routes, sailing in convoy, ports of call, stoppages,~~
317 ~~destinations, discharge of cargo, delivery or in any way whatsoever which~~
318 ~~are given by the Government of the Nation under whose flag the Vessel~~
319 ~~sails, or other Government to whose laws the Owners are subject, or any~~
320 ~~other Government which so requires, or any body or group acting with the~~
321 ~~power to compel compliance with their orders or directions;~~
322 ~~(b) to comply with the orders, directions or recommendations of any war~~
323 ~~risks underwriters who have the authority to give the same under the terms~~
324 ~~of the war risks insurance;~~
325 ~~(c) to comply with the terms of any resolution of the Security Council of the~~
326 ~~United Nations, any directives of the European Community, the effective~~
327 ~~orders of any other Supranational body which has the right to issue and~~
328 ~~give the same, and with national laws aimed at enforcing the same to which~~
329 ~~the Owners are subject, and to obey the orders and directions of those who~~
330 ~~are charged with their enforcement;~~
331 ~~(d) to discharge at any other port any cargo or part thereof which may~~
332 ~~render the Vessel liable to confiscation as a contraband carrier;~~
333 ~~(e) to call at any other port to change the crew or any part thereof or other~~
334 ~~persons on board the Vessel when there is reason to believe that they may~~
335 ~~be subject to internment, imprisonment or other sanctions;~~
336 ~~(f) where cargo has not been loaded or has been discharged by the~~
337 ~~Owners under any provisions of this Clause, to load other cargo for the~~
338 ~~Owners' own benefit and carry it to any other port or ports whatsoever,~~
339 ~~whether backwards or forwards or in a contrary direction to the ordinary or~~
340 ~~customary route.~~
341 ~~(6) If in compliance with any of the provisions of sub-clauses (2) to (5) of this~~
342 ~~Clause anything is done or not done, such shall not be deemed to be a~~
343 ~~deviation, but shall be considered as due fulfilment of the Contract of~~
344 ~~Carriage.~~

345 **18. General Ice Clause**
346 Port of loading
347 (a) In the event of the loading port being inaccessible by reason of ice when the
348 Vessel is ready to proceed from her last port or at any time during the voyage or
349 on the Vessel's arrival or in case frost sets in after the Vessel's arrival, the
350 Master for fear of being frozen in is at liberty to leave without cargo, and this
351 Charter Party shall be null and void.
352 (b) If during loading the Master, for fear of the Vessel being frozen in, deems it
353 advisable to leave, he has liberty to do so with what cargo he has on board and
354 to proceed to any other port or ports with option of completing cargo for the
355 Owners' benefit for any port or ports including port of discharge. Any part
356 cargo thus loaded under this Charter Party to be forwarded to destination at the
357 Vessel's expense but against payment of freight, provided that no extra
358 expenses be thereby caused to the Charterers, freight being paid on quantity
359 delivered (in proportion if lumpsum), all other conditions as per this Charter
360 Party.
361 (c) In case of more than one loading port, and if one or more of the ports are
362 closed by ice, the Master or the Owners to be at liberty either to load the part
363 cargo at the open port and fill up elsewhere for their own account as under

364 section (b) or to declare the Charter Party null and void unless the Charterers
365 agree to load full cargo at the open port.
366 Port of discharge
367 (a) Should ice prevent the Vessel from reaching port of discharge the
368 Charterers shall have the option of keeping the Vessel waiting until the re-
369 opening of navigation and paying demurrage or of ordering the Vessel to a safe
370 and immediately accessible port where she can safely discharge without risk of
371 detention by ice. Such orders to be given within 48 hours after the Master or the
372 Owners have given notice to the Charterers of the impossibility of reaching port
373 of destination.
374 (b) If during discharging the Master for fear of the Vessel being frozen in deems
375 it advisable to leave, he has liberty to do so with what cargo he has on board and
376 to proceed to the nearest accessible port where she can safely discharge.
377 (c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall
378 apply and the Vessel shall receive the same freight as if she had discharged at
379 the original port of destination, except that if the distance of the substituted port
380 exceeds 100 nautical miles, the freight on the cargo delivered at the substituted
381 port to be increased in proportion.

382 **19. Law and Arbitration**

383 ~~*(a) This Charter Party shall be governed by and construed in accordance with~~
384 ~~English law and any dispute arising out of this Charter Party shall be referred to~~
385 ~~arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or~~
386 ~~any statutory modification or re-enactment thereof for the time being in force.~~
387 ~~Unless the parties agree upon a sole arbitrator, one arbitrator shall be~~
388 ~~appointed by each party and the arbitrators so appointed shall appoint a third~~
389 ~~arbitrator, the decision of the three man tribunal thus constituted or any two of~~
390 ~~them, shall be final. On the receipt by one party of the nomination in writing of~~
391 ~~the other party's arbitrator, that party shall appoint their arbitrator within~~
392 ~~fourteen days, failing which the decision of the single arbitrator appointed shall~~
393 ~~be final.~~
394 ~~For disputes where the total amount claimed by either party does not exceed~~
395 ~~the amount stated in Box 25** the arbitration shall be conducted in accordance~~
396 ~~with the Small Claims Procedure of the London Maritime Arbitrators~~
397 ~~Association.~~
398 ~~*(b) This Charter Party shall be governed by and construed in accordance with~~
399 ~~Title 9 of the United States Code and the Maritime Law of the United States and~~
400 ~~should any dispute arise out of this Charter Party, the matter in dispute shall be~~
401 ~~referred to three persons at New York, one to be appointed by each of the~~
402 ~~parties hereto, and the third by the two so chosen; their decision or that of any~~
403 ~~two of them shall be final, and for purpose of enforcing any award, this~~
404 ~~agreement may be made a rule of the Court. The proceedings shall be~~
405 ~~conducted in accordance with the rules of the Society of Maritime Arbitrators,~~
406 ~~Inc..~~
407 ~~For disputes where the total amount claimed by either party does not exceed~~
408 ~~the amount stated in Box 25** the arbitration shall be conducted in accordance~~
409 ~~with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators,~~
410 ~~Inc..~~
411 * (c) Any dispute arising out of this Charter Party shall be referred to arbitration at
412 the place indicated in Box 25, subject to the procedures applicable there. The
413 laws of the place indicated in Box 25 shall govern this Charter Party.
414 ~~(d) If Box 25 in Part I is not filled in, sub-clause (a) of this Clause shall apply.~~
415 ~~* (a), (b) and (c) are alternatives; indicate alternative agreed in Box 25.~~
416 ** Where no figure is supplied in Box 25 in Part I, this provision only shall be void but
417 the other provisions of this Clause shall have full force and remain in effect.

Additional Clauses to "MV Ken Kon"
Account: "Holcim Shipping Pte. Ltd."
Charter Party Dated: "10th March 2022"

Clause 20. Freight Payment

Freight: All per metric ton, FIO spout and / or grab trimmed:

USD 10.35 per MT 1 / 1 FIOST via cement holes

Payable 95 percent less commissions within 5 banking days after completion of loading. Freight to be invoiced to Holcim Shipping Pte, Ltd

5 percent balance of freight plus demurrage less despatch as the case might be to be settled within 30 days after receipt of all Owners final freight invoice including supporting documents from all ports i.e. NOR / SOF / TS etc.

Freight deemed earned upon completion of loading discount less and non-returnable whether Vessel and or cargo is lost or not lost.

Master has right to reject damaged / unsound cargo and Charterers / shippers to supply sufficient clean / sound cargo according to the contract quantity at their own time and expense.

Charterers are responsible to compensate Owner by the agreed demurrage rate and also dead-freight in case of any eventual short delivery.

Bill(s) of Lading to be released as promptly as possible upon receipt of freight in Owners bank. No through / liner Bill(s) of Lading to be issued.

Clause 21. Demurrage

Demurrage to be paid by Charterers to Owners at the rate of: USD 18,000 per day or pro rata half dispatch working time saved both ends.

Laytime to be non-reversible between load / discharge.

Clause 22. Taxes / Dues

Any taxes / dues on cargo to be for Charterers' account.

Any taxes / dues on Vessel / flag / freight to be for Owners' account.

It is understood Owners are responsible to pay for usual / customary port charges / expenses / Vessel's disbursements, as well as ship's / husbanding matters.

Additional Clauses to "MV Ken Kon"
Account: "Holcim Shipping Pte. Ltd."
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Clause 23.

Any time lost loading / discharging cargo as a result of Vessel's inability with her crew, tackle or other appliances to load / discharge the cargo, to count pro-rata for number of holds being worked.

Clause 24.

Deleted.

Clause 25. ETA Notices

Owners to give notice 7 / 5 / 3 / 2 / 1 days' notice, ETA updates to Charterers / agents with copy to americasops@lafargeholcim.com,

Chartering.lhs@lafargeholcim.com and anastasiya.longobardi@lafargeholcim.com.

Owners to give notice to discharge port agents upon sailing load port, thereafter daily ETA to discharge port agents with copy to americaops@holcim.com.

Clause 26.

Prior to docking at the loading or discharging berth(s), the Vessel is to have all hatches open and beams removed in order to permit loading or discharging to commence immediately, weather and local regulations permitting. Owners are to have Vessel's tank-tops and shaft tunnel, if any, adequately protected to prevent damage.

Clause 27. Stevedores Damage Clause

The stevedores although appointed and paid by Charterers, Shippers or Receivers or their Agents to be regarded for all purposes as the servants of the Owners and to remain under the direction and super vision of the Master. Stevedore damages, if any, to be settled directly between Owners and stevedores. In case requested by Owners, Charterers to assist Owners to obtain Stevedores' response.

In case Owners cannot settle damages with stevedores, Charterers are fully responsible for the stevedore damages.

Stevedores shall be appointed by Charterers at load / discharge ports but shall work under the supervision of the Master. Claims for stevedore's damages are to be settled between Owners and stevedores directly, but Charterers to remain ultimately responsible. Pilots and / or other persons engaged for Vessel's movement and / or business are to be considered servants of the Owners.

Ship's clerk or runner, if required, is to be appointed and paid for by the Owners.

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Stevedores are servants of the Charterers and employed at Charterers' expense and it is understood that stevedores have no lien on the Vessel in the event of Charterers non-payment of stevedore expenses for this specific stevedoring operation. If so required, stevedores are to provide Master with a statement to this effect prior to commencing operations, provided sufficient notice given, otherwise same to be provided soonest possible.

Clause 28.

Deleted.

Clause 29.

All cargo spaces, holds, decks, stanchions and beams are to be thoroughly cleaned ready and suitable, in all respects, for this cargo (in order not to damage the quality of same).

Vessel may be inspected by an independent surveyor appointed by Charterers and at Charterer's expense on arrival at load port to determine cleanliness or holds for this cargo.

Clause 30.

Owners warrant performing Vessel is suitable for grab discharge and Owners warrant performing Vessel free of any obstructions / fittings / centerline bulkheads-beams nor wood, etc., in holds.

No cargo to be stowed in bridge spaces, deep-tanks or other spaces inaccessible to mechanical grabs for loading or discharging.

Clause 31.

If Vessel calls at any US port for the purpose of loading or discharging cargo, or embarking or disembarking passengers, Vessel's gear and other equipment shall comply with regulations established by US Public Law 85-742, Part 9 (Safety and Health Regulations for Longshoring), or similar regulations in other countries or as currently in effect in US or in other applicable countries. If longshoremen are not permitted to work due to failure to comply with the aforementioned regulations, any delays / expenses resulting therefrom shall be for Owners* account.

Clause 32. Vessel Description

Vessel	:	M / V CAPE ASTER
Owners	:	Inui Global Logistics Co., Ltd.
Original Owners	:	Delica Shipping S.A., Panama
IMO Number	:	9510929
Registered Port	:	Republic of Panama
Class	:	ABS

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Call Sign : 3FVZ4
Name of Builder : Saiki Heavy Industries Co., Ltd
Date of Delivery : 5th September, 2013
Type of Vessel : Bulk Carrier
Length : 177.85 M (LOA) / 169.80 M (LPP)
Breadth : 28.60 M
Depth : 15.00 M
Draft : 12.869 M (Summer)
Gross Tonnage : TBN
Net Tonnage : TBN
Dead Weight : 81499 MT
Cargo Gear : No.1-4 : 30 Tons Crane
Hatch Size : No.1 : 15.20 M X 20.00 M
: No.2-5 : 22.40 M X 24.00 M

Hold Capacity

Hold	Grain	Bale
No.1	6,500.34 CBM 229,558 CBF	6,424.34 CBM 226,874 CBF
No.2	10,080.65 CBM 355,995 CBF	9,954.32 CBM 351,534 CBF
No.3	10,104.69 CBM 356,844 CBF	10,002.60 CBM 353,239 CBF
No.4	10,061.64 CBM 355,324 CBF	9,959.91 CBM 351,731 CBF
No.5	9,043.44 CBM 319,366 CBF	8,953.24 CBM 316,181 CBF
Total	45,790.76 CBM 1,617,087 CBF	45,294.41 CBM 1,599,559 CBF

TPC (Fully Load) : 45.67 T / CM (Summer)
Type of Hatch Cover : Folding Type

All Figures About

Charterers attached questionnaire to be duly completed by Owners and to form part of Charter Party – attached.

Sub Charterers acceptance of attached Vessel existing cement hole without alternation – Charterers accepted.
Owners will not be required to cut any other cement holes on the Vessel.

Owners confirm Vessel trading certificates are and will be valid throughout the duration of the intended voyage, including Vessel SSCEC (ship sanitation certificate).

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Owners confirm performing Vessels to be in accordance with the requirements of the Charter Party including reference to Owners responsibility for Vessel to be suitable in all respects for loading / discharge berths / ports / facilities and Owners will comply / accept all loading / discharging regulations which to apply.

Vessels criteria:

- Single deck bulk carrier maximum 20 years
- With 4x30 MT cranes
- IACS Class
- P&I member of international club and covered for the duration of Charter Party
- ISM certified
- BIMCO ISPS clause to apply

At time of fixture Owners to advise:

- Full Vessel description, position, and full itinerary
- ETA to load port
- Last 5 ports of call and cargoes carried
- Owners to give notice on fixing to load port agent then daily ETA updates to Charterers / agents.
- Owners warrant that the performing Vessel has not called at Cuba under this Ownership and will not do so prior to conclusion of this Charter.

In case of non-grabber Vessel, grabs for cargo operation to be arranged at Charterers' time and expense.

Charterers have free use of Vessels cranes at load and discharge port but crane drivers to be arranged and paid for by Charterers.

Owners confirm that the performing Vessel(s) are equipped with very good quality cranes only and confirm that cranes can handle the cargo as described.

In case of breakdown of Vessel's cranes and same cannot be repaired but is required for cargo operations, Owners have option to arrange shore cranes and / or grab hire at Owners time and expense.

Vessel to be single deck bulk carrier and fully suitable for the safe carriage of the contracted cargo and to have sufficient tank top strength.

Performing Vessel to be / have:

- Suitable in all respects for all load and discharge berths facilities including but not limited to LOA / beam / draft / WLTHC and the voyage described in this Charter Party.
- All necessary certificates on board valid for the whole currency of the voyage.

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- No twin hatches.
- Fore-aft type folding hatch covers.
- No centerline beam or bulkhead, no fittings, no wood or obstructions in holds

In addition, Owners confirm that there is no structure on deck as well as in holds that would interfere with smooth loading, and that there are no obstacles on the side of the Vessel that would make her difficult to berth.

Questionnaire: Owners provide fully completed questionnaire as attached which to be submitted along with Vessel nomination and subject to Charterers' approval / be part of Charterers' subjects and to form part of the Charter Party.

Clause 33.

The Owners of the Vessel performing under this Charter have obtained and have supplied their Vessel with a Certificate of Financial Responsibility (Oil Pollution) in compliance with the requirements of the United States Water Quality Improvement Act of 1970 or as currently in effect in the other applicable countries.

Clause 34. Overtime

Overtime to be for account of party ordering same. If ordered by port authorities, same to be for Charterers' account.

- a) If ordered by Owners, all overtime for stevedore labor, crane operators and shore personnel necessary for the operation of the loading / discharging and placing or taking away from alongside the Vessel shall be for Owners' account.
- b) If ordered by Charterers, all overtime for stevedore labor, crane operators and shore personnel necessary for the operation of the loading / discharging and placing or taking away from alongside the Vessel shall be for Charterers' account.
- c) All crew overtime to be for Owners' account regardless of who orders overtime. Charterers to supply and pay for shore winchmen at both load and discharge ports.
- d) If Owners elect to work overtime (having agreed to the stipulation in item a), Charterers have the option to refuse if the shore labor or stevedores decline to work for any reason beyond the control of the Charterers.

Clause 35.

Deleted.

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Clause 36.

If Owners have the privilege of "part cargo" completion for their own account, then the following to apply:

Owners have the privilege of completing with other lawful cargo, compatible with this cargo, via port or ports, but in generally geographical rotation enroute.

Owners to effectively separate this cargo from any other cargo loaded on board by Vessel's natural hold(s) only at Owners' time, risk and expense. Owners warrant that any completion cargo will in no way interfere with this cargo.

It is understood that if Owners' Vessel is loading / discharging other part cargoes at the same facilities as this part cargo, the Vessel will have to tender Notice of Readiness upon completion of respective loading / discharging. If the Vessel is required to wait to load / discharge this cargo, time to commence in accordance with Charter Party, however, if Vessel also waiting to load / discharge other part cargo at the same port, it is understood that any time lost waiting to be pro-rated for this cargo based upon its percentage as compared to the total cargo that is to be loaded / discharged at that port.

Clause 37. Load Terms

8,500 MT per weather working day of 24 consecutive hours Sundays and holidays included (holidays as per BIMCO holiday calendar always excluding unless used).

Vessel's Notice of Readiness ("NOR") to load shall be tendered by radio, cable, fax or e-mail at the office of the Seller / Shipper or their agents only during office hours from Monday to Sunday after Vessel has obtained free pratique. Only if loading berth is occupied and Vessel is in all respects ready to load Master may tender notice of readiness to load from any usual waiting place, whether in berth or not, whether in port or not, whether customs cleared or not and whether in free pratique or not.

Laytime shall commence to count 12 (twelve) hours after NOR has been validly tendered during a Holiday, commence at 08:00 on the next working day after a Holiday unless used, in which case actual time used shall count as Laytime or time on Demurrage. If after berthing the Vessel is found not to be ready in all respects to discharge, the actual time lost from the discovery thereof until the Vessel is in fact ready to discharge shall not count as Laytime. Actual time used to discharge before commencement of Laytime shall count against Laytime. Time lost in shifting from waiting place to berth shall not count against Laytime.

Time for opening / closing of hatches shall not count as Laytime.

Time used for first and any intermediate draft surveys shall not count as Laytime.

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At load port(s) Notice of Readiness cannot be tendered before laycan unless requested by Owners and approved by Charterers.

Any overtime shall be for the account of the party ordering the same, except crew overtime which shall be for the account of the Shipowner. Should port authorities order overtime, then such overtime shall be for the account of the Charterer. If the ship-Owner elects to work overtime, the Charterer has the option to refuse if the Stevedores decline to work for any reason beyond the control of the Charterer.

Laytime or Demurrage shall cease to count when the loading of the cargo has been completely performed, and the loading equipment and Stevedores have been removed from the Vessel Time used for draft survey performed by surveyor not to count both ends.

Anytime lost due to Vessel ballasting / deballasting not to count both ends provided same interrupts loading or discharging operations.

Laytime will stop counting upon completion of loading and all equipment has been removed from Vessel.

Time spent in obtaining free pratique or to comply with port authorities' demands shall not count as laytime in case it is Vessel / Master's fault.

At load ports draft checks requested by Vessel / Master never to count.

Clause 38. Discharge Terms

Discharge rate: 12,000 MT per weather working day of 24 consecutive hours Sundays and holidays included (holidays as BIMCO calendar always excluding unless used, by Van Alst unloader.

Notice of Readiness at discharge port to be given upon berthing always within office Monday to Sunday (SHINC), super holidays excluded after Vessel has obtained free pratique. in case berth is occupied upon Vessels arrival and / or berthing is delayed for any reason other than Vessel / Owners' fault, then Master has the right to tender whether in berth or not, whether in port or not, whether customs cleared or not and whether in free pratique or not.

Laytime shall commence to count 12 (twelve) hours after NOR has been validly tendered during a Holiday, commence at 08:00 on the next working day after a Holiday unless used, in which case actual time used shall count as Laytime or time on Demurrage. If after berthing the Vessel is found not to be ready in all respects to discharge, the actual time lost from the discovery thereof until the Vessel is in fact ready to discharge shall not count as Laytime. Actual time used to discharge before commencement of Laytime shall count against Laytime.

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Time lost in shifting from waiting place to berth shall not count against Laytime.

Time for opening / closing of hatches shall not count as Laytime.

Time used for first and any intermediate draft surveys shall not count as Laytime.

Any overtime shall be for the account of the party ordering the same, except crew overtime which shall be for the account of the Ship-Owner. Should port authorities order overtime, then such overtime shall be for the account of the Charterer. If the ship-Owner elects to work overtime, the Charterer has the option to refuse if the Charterer declines to work for any reason beyond the control of the Charterer.

Laytime at discharge port to cease at 17:00 hours on day proceeding a super holiday till 08:00 hours on day following a super holiday unless used.

Time used for draft survey performed by surveyor not to count both ends.

Any time lost due to Vessel ballasting / deballasting not to count both ends provided same interrupts loading or discharging operations.

Laytime will stop counting upon completion of discharging and all equipment has been removed from Vessel.

Time spent in obtaining free pratique or to comply with port authorities' demands shall not count as laytime in case it is Vessel / Master's fault.

Time taken waiting for tide at discharge port shall not count as laytime or for demurrage.

Time taken to shift from anchorage to berth shall not count as laytime or for demurrage.

At discharge ports draft checks requested by Vessel / Master never to count.

Opening / closing of hatches by crew members if allowed by local authorities and time to count as loading respectively discharge time except first opening and last closing time which not to count. If not allowed by local authorities then stevedores to open / close hatches and time to count as loading respectively discharge time except first opening and last closing time which not to count. In case stevedores to open / close hatches then same to be for Charterers account.

In case of any problem arises at loading / discharging ports, Charterers will have the option to ask Owners to change loading port, discharging port or both, provided same are within the same geographical area, and

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Owners will calculate the new freight rate using the same time charter equivalent of the present voyage (if duration / route and conditions are similar to this voyage) and will present it to Charterers. Owners will endeavour to help Charterers in case any problem arises either at loading and or at discharge ports.

Clause 39. Shifting

Owners to shift Vessel as / when required to facilitate loading and discharging operations. Such shifting to be accomplished by "warping" Vessel (within same berth only) utilizing Vessel's crew / lines, always providing local labor regulations permitting.

Clause 40.

Deleted.

Clause 41.

If the loading or discharging berth is not available on Vessel's arrival at or off the port of loading or discharging, or so near thereunto as she may be permitted to approach, the Vessel shall be entitled to give Notice of Readiness on arrival there as per Charter Party with the effect that laytime counts as per Charter Party as if she were in berth and in all respects ready for loading or discharging, provided that the Master warrants that she is, in fact, ready in all respects. Actual time occupied in moving from place of waiting to the loading or discharging berth and obtaining appropriate clearances from authorities is not to count as laytime. If, after berthing, the Vessel is found not to be ready in all respects to load or discharge, the actual time lost from the discovery thereof until she is, in fact, ready to load or discharge shall not count as laytime. (It is understood that, if berth is available on Vessel's arrival, it is Owners' responsibility to make necessary arrangements to proceed to berth before tendering.)

Clause 42.

Cargo to be loaded always according to IMO / USCG Rules and Regulations and understood cargo not to be loaded "hot" according to Appendix C of the BC Code 1994.

Clause 43.

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 Vessel and "The Company" (as defined by the ISM Code) shall comply with the requirements 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 Owners' account.

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Clause 44. Lightning

Any lightning to be at Charterers' time and expense.

Clause 45.

Deleted.

Clause 46.

Deleted.

Clause 47.

After completion of discharging, Vessel to be left "broom cleaned" as high as a man can reach from the tank tops during normal clam bucket discharge. In case further sweeping / labour is required to discharge the remaining cargo in the holds, Owners to negotiate with crew directly and if there's any bonus payment to be made, such payment to crew will be settled by Owners.

Stevedores shall collect / remove cement residue up to "broom clean" as much as possible as per local practice.

Clause 48. Cargo / Scheduling

Shipment : April 9th / 15th, 2022

25,000 MTS 10 percent more or less Owners option cement in bulk as full / sole cargo.

Clause 49, Nomination Clause

Owners not to be under any obligation to provide another performer in case Ken Kon is not accepted.

Owners confirm performing Vessels to be in accordance with the requirements of the Charter Party including reference to Owners responsibility for Vessel to be suitable in all respects for loading / discharge berths / ports / facilities and Owners will comply / accept all loading / discharging regulations which to apply Owners warrant that the Vessel is suitable for working of bulldozers and / or payloaders in Vessel's holds not exceeding Vessel's tank top strength.

At time of nomination Owners to advise:

Vessels full itinerary and ETA to load port:

Itinerary

Portland or	ATD 1 Mar
Chiba	ETA 17 Mar
	ETD 24 Mar

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Etajima ETA 26 Mar
 ETD 1 / 2 Apr

Nghi Son ETA 8 / 9 Apr

If all going well weather permitted without guarantee.

- Distance from waterline to top of hatch cover on arrival loading port:
H1 = 11.85 M / H2 = 11.34 M / H3 = 11.09 M / H4 = 10.84 M / H5 = 10.59 M
- Maximum crane outreach from ship's side:
Maximum radius = 26.0 M / maximum outreach from ships side = 11.0 M
- Last 5 ports of call and cargoes carried:
Last 5 cargoes : Potash (last) < Gypsum < Bagged Quick Lime < Steel Products < Bagged Rice
Last 5 ports : Etajima (last) < Chiba < Portland Or < Chiba < Cape Cuvier
- IACS Class : ABS
- P&I member of international club and covered for the duration of Charter Party : North of England
- ISM certified : confirmed.
- BIMCO ISPS clause to apply : confirmed.
- Vessel to always be in accordance with LH shipping policy and minimum 3 stars rightship: reverting
(please provide LH shipping policy) / rightship safety score 4 / 5 as of 11 March 22.

Clause 50. OFAC Clause

Performing Vessel(s) always to be in conformity with applicable united states law and united nations proclamations prohibiting certain flags / Ownership / management from participating in trade and / or payments covered by this charter, including restrictions imposed by the us treasury department, office of foreign assets control (OFAC) and the US commerce department, Bureau of industry and security (BIS)) and united nations proclamations prohibiting certain flag / Ownership / management from participating in trade and / or payments covered by this charter. Owners responsible for all cost / consequences if in violation of this warranty.

Clause 51

Deleted.

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Clause 52.

Owners to satisfy themselves that the Vessel can safely arrive, load, stow, sail and discharge, on prevailing port / berth / terminal and draft or other restrictions at each load and discharge port(s) and berth(s) and terminal(s).

Clause 53.

Owners to pay for Vessel shifts, towage, pilot and lines and normal warping alongside berth at discharge Seattle, but actual time used in such shifting / warping to count as laytime.

Clause 54.

At discharge, understood Charterers have privilege of discharging at an alternative / second safe berth, always afloat, Charterers paying for shifting expenses of towage, pilotage, and line running, Owners' paying for any ship / crew expenses. Time used in shifting to count. If second berth is declared, any additional wharfage and expenses incurred due to second berth (less all savings in first berth, if any) to be for Charterers account unless otherwise agreed

Clause 55. Agents

Charterers agents both ends (intention to be reconfirmed)

Agent At Nghi Son

LP Shipping Co., Ltd

8th FL, LP Building, 508 LE Thanh Tong Str, Haiphong

City For Mr Hung / Bon (Mr)

Tel : 84.225.750205 Ext. 114 Fax : 84.225.750109

Mobil: 84.904.864.111

Skype: LP-Boarding

Email: agy@lpgroup.vn

Web : www.lpgroup.vn

Agents In Sacramento

Evan Jones Chief Operating Officer

General Steamship Corp. Ltd.

575 Redwood Hwy, Ste. 200,

Mill Valley, CA, 94941

Mob: 1-415-320-5331

Email: evan.jones@gensteam.com

Web: www.gensteam.com

Cellular: (209) 321-1559

E-Mail: stkops@gensteam.com

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Clause 56.

Extra insurance on cargo due to Vessel's age / flag / class or Ownership to be for Owners' account.

No extra insurance applicable for Vessels up to and including 20 years of age.

Clause 57. Freight Beneficiary Clause

Owners shall not assign freight and / or demurrage to any other party. On fixing Owners to specify their bank account which is to be in their name and same is not to be changed prior settlement of all outstanding freight and / or demurrage. Owners banking details are as follows :

(Kindly revert with Owners bank details here below is what in Holcim Owner's bank details :

Sumitomo Mitsui Banking Corporation, Tsukiji Branch, Tokyo

US Dollar Account (Ordinary) : 0113349

Swift Code : SMBCJPJT

In Favor of : Inui Global Logistics Co., Ltd

Clause 58. Encumbrance Clause

Owners guarantee the Vessel is free from any obligation, encumbrance, claim or lien, of a financial nature or otherwise, that would interfere in any way with the Vessel's performance of this voyage and / or the delivery of the cargo with the utmost despatch. In the event the Vessel / cargo is liened or arrested during the term of this Charter Party (or after completion of discharge in respect of the cargo) the Owners are to take immediate action to release Vessel / cargo from any such lien or arrest and to remain fully responsible for the cost or damages caused as a result of any lien or arrest or interruption of the Vessel's performance under this Charter Party.

Clause 59.

Vessel on arrival load port to present all holds where this cargo will be loaded clear from previous cargoes, fresh water washed, dry, cleaned and free from rust and rusty scale, suitable for carrying cement in bulk to the satisfaction of an independent surveyor. Charterers to appoint an independent surveyor for Vessel and hold condition survey. Cost and time of survey to be for Charterers account.

In case the Vessel does not pass the surveyor's inspection for hold cleanliness and weather tightness, notice of readiness not to be accepted and not valid until all the holds accepted and passed by surveyor. Thus Master will re-tender the notice of readiness once all the holds are ready and passed by surveyor's inspection.

Clause 60. Bill(s) of Lading

If Original Bill(s) of Lading not available at discharge port Owners to discharge the cargo against Owners P&I form letter of indemnity signed by Charterers only.

On board Bill(s) of Lading is never allowed by Owners.

Additional Clauses to "MV Ken Kon"
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Clause 61. Ballast Water Management Clause

Owners warrant that the Vessel shall comply with all mandatory ballast water requirements. The Owners shall assume liability for and shall indemnify, defend and hold harmless the Charterers against any directly related loss and / or damage (excluding consequential loss and / or damage) and any expenses, fines, penalties and any other claims, including but limited to legal costs, arising from the Owners' failure to comply with any such provisions. Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, the period of such delay shall not count as laytime or, if the Vessel is on demurrage, as demurrage.

Clause 62. Bunker Fuel Sulphur Content Clause

Owners confirm they are aware of the maximum Sulphur content requirements of any emission control zone the Vessel may be required to enter during the performance of this charter. Owners warrant that Owners and the Vessel shall comply with all applicable requirements of any emission control zone and shall use fuels (which term shall include all heavy fuel oils, marine gas oils and marine diesel oils as applicable) of such specifications and grades to ensure compliance with these requirements.

For the purpose of this clause, "Emission Control Zone" shall mean areas as stipulated in Marpol annex VI and / or zones and / or areas regulated by regional and / or national authorities such as, but not limited to, the EU, the US environmental protection agency and the California environmental protection agency. Owners shall indemnify, defend and hold Charterers harmless in respect of any direct loss, liability, delay, fines, costs or expenses arising or resulting from Owners' failure to comply with this clause.

In the event of any change whatsoever to any existing law, rule or regulation and / or the implementation / coming into force of any new law, rule or regulation whatsoever which affects the operation of any Vessel under this Charter including in relation to the Sulphur content of any fuel to be used on board the Vessel from 2020, Owners and Charterers shall mutually discuss revision of the freight rate and / or Bunker Adjustment Factor stipulated under this Agreement.

The aforesaid includes, the International Convention for the Prevention of Pollution from Ships, MARPOL Annex VI (Regulations for the Prevention of Air Pollution from Ships), and / or (ii) any laws, rules or regulations whatsoever, whether implemented by the IMO, any national or state government, local authority, and / or public / private company or otherwise.

Clause 63. Cesser Clause

- A. All liability of Charterer and Shippers shall cease on shipment of parcel, with the exception of freight, dead-freight and demurrage, if any.
- B. If the Vessel is under Charter to the party described as "Owner", then the "Owner" shall defend indemnify and hold the Charterer harmless from any lien on cargo exercised by the registered Owners

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of the Vessel arising from failure of the "Owner" to discharge its obligation to the Vessel's registered Owners under this Charter.

- C. In the event a lien is or may be asserted upon the cargo and / or freight to be carried or paid hereunder, Charterer shall have the liberty to pay such freight, which would normally be payable to the Owners hereunder, directly to the registered Owners of the carrying Vessel or the person asserting such lien and such amounts so paid shall be credited against any freight otherwise payable by Charterer under this Charter.
- D. Any indemnity for proven damages which may be payable to Owners for non-performance of this Charter Party shall in no event exceed the estimated amount of freight.

Clause 64.

Owners warrant that performing Vessel has not called at Cuba under this Ownership and will not do so prior to conclusion of this Charter.

Clause 65. Bilge Pumping Clause

Owners warrant that Vessel bilges are free of all residue and shall remain in full working order during the currency of this voyage. If Charterers require / request same, Owners further warrant that the Vessel bilges shall be pumped regularly throughout the voyage as necessary, weather permitting and Master shall keep a sounding book as record of such pumping. The record book shall be made available to Charterers as part of documentation for final freight / voyage accounting / settlement.

Clause 66. US Customs Advance Notification / AMS Clause

- (a) If the Vessel loads or carries cargo destined for the US or passing through US ports in transit, the Owners 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:
- i) Have in place a SCAC (Standard Carrier Alpha Code);
 - ii) Have in place an ICB (International Carrier Bond); and
 - iii) Submit a cargo declaration by AMS (Automated Manifest System) to the US Customs.
- (b) The Charterers shall provide all necessary information to the Owners and / or their agents to enable the Owners to submit a timely and accurate cargo declaration. The Charterers shall 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

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to comply with any of the provisions of this sub-clause. Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, all time used or lost shall count as laytime or, if the Vessel is already on demurrage, time on demurrage.

- (c) The Owners shall assume liability for and shall indemnify, defend and hold harmless the Charterers against any loss and / or damage whatsoever (including consequential loss and / or damage) and any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Owners' 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, all time used or lost shall not count as laytime or, if the Vessel is already on demurrage, time on demurrage.
- (d) The assumption of the role of carrier by the Owners 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(s) of Lading, other contract, law or regulation.

Clause 67.

The Vessel must have the ballast tanks in good condition, and case of need she must be ballasted during load / discharge operations at shippers / receivers request provided Vessel always remain within the stability limit.

Clause 68. Weathertight Hatch Covers and Openings

Holds to be weathertight. Hatch covers, hatch coamings and any openings are to be in good conditions and weathertight.

When and where required, Owners will provide and seal hatches at Charterers / shippers time and expenses with Ramek tape to the satisfaction of the Seller / Charterer / loading surveyor's satisfaction.

Clause 69.

Negotiations and eventual fixture to be kept absolutely private and confidential.

Clause 70 BIMCO Sanctions Clause for Voyage Charter Parties 2020*

- (a) For the purposes of this Clause:

"Sanctioned Activity" means any activity, service, carriage, trade or voyage subject to sanctions imposed by a Sanctioning Authority.

"Sanctioning Authority" means the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government.

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“Sanctioned Party” means any persons, entities, bodies, or Vessels designated by a Sanctioning Authority.

- (b) Owners warrant that at the date of this Charter Party and throughout its duration they, the registered Owners, bareboat Charterers, intermediate disponent Owners, managers, the Vessel and any substitute are not a Sanctioned Party.
- (c) Charterers warrant that at the date of this Charter Party and throughout its duration they and any sub Charterers, shippers, receivers and cargo interests are not a Sanctioned Party.
- (d) If at any time either party is in breach of subclause (b) or (c) above then the party not in breach may terminate and / or claim damages resulting from the breach.
- (e) If performance of this Charter Party involves a Sanctioned Party or a Sanctioned Activity, without prejudice to any other rights that may be available in subclause (d) above:
 - (i) If loading has not commenced, Owners may cancel this Charter Party; or
 - (ii) If the voyage or the loading has commenced, Owners may refuse to proceed and discharge any cargo already loaded at any safe port or place of their choice (including the port or place of loading) in complete fulfilment of this Charter Party, provided always that if this Charter Party provides that loading and / or discharging is to take place within a range of ports or places that do not involve a Sanctioned Party or a Sanctioned Activity, Owners must first request Charterers to nominate an alternative port or place and may cancel the Charter Party or refuse to proceed on the voyage only if such nomination is not made within forty-eight (48) hours after the request.
- (f) If in compliance with subclause (e) above anything is done or not done, such shall not be deemed a deviation, but shall be considered due fulfilment of this Charter Party.
- (g) Charterers shall indemnify Owners against any and all claims brought by the Owners of the cargo and / or the holders of bills of Lading, waybills or other documents evidencing contracts of carriage and / or sub Charterers against Owners by reason of Owners’ compliance with such alternative voyage orders or delivery of the cargo in accordance with subclause (e) above.
- (h) Charterers shall procure that this Clause shall be incorporated into all sub-charters and Bills of Lading, waybills or other documents evidencing contracts of carriage issued pursuant to this Charter Party.

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Clause 71

Owners may deviate to Philippines for crew change purposes en route from Vietnam to USWC.

BIMCO ISPS / MTSA Clause for Voyage Charter Parties 2005

- (a)(i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).
- (ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).
- (iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company" / "Owner" to comply with the requirements of the ISPS Code / MTSA or this Clause shall be for the Owners' account, except as otherwise provided in this Charter Party.
- (b)(i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code / MTSA.
- (ii) Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account, except as otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or time on demurrage.
- (c) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code / MTSA, the following shall apply:
 - (i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code / MTSA.
 - (ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code / MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers.

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- (d) Notwithstanding anything to the contrary provided in this Charter Party, any costs or expenses whatsoever solely 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 / MTSA including, but not limited to, security guards, launch services, Vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account unless such costs or expenses result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.
- (e) 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.

New Jason Clause

In the event of accident, danger, damage or disaster before or after 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.

If a salving ship is owned or operated by the Carrier, salvage shall be paid for a fully 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 to the Carrier before delivery.

Both to Blame Collision Clause

"If the ship comes into collision with another ship as a result of 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 or 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 said goods paid or payable by the other or non-carrying ship or her Owners to the Owners of 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.

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BIMCO War Risks Clause for Voyage Chartering 2013 (VOYWAR 2013)

- (a) For the purpose of this Clause, the words:
- (i) "Owners" shall include the shipowners, bareboat Charterers, disponent Owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
- (ii) "War Risks" shall include any actual, threatened or reported:
War, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy and / or violent robbery and / or capture / seizure (hereinafter "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 or territory whether recognised or not, which, in the reasonable judgement of the Master and / or the Owners, may be dangerous or may become dangerous to the Vessel, cargo, crew or other persons on board the Vessel.
- (b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and / or the Owners, performance of the Contract of Carriage, or any part of it, may expose the Vessel, cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose the Vessel, cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, cargo, crew, or other persons on board the Vessel may be exposed to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.
- (c) The Owners shall not be required to continue to load cargo for any voyage, or to sign bills of Lading, waybills or other documents evidencing contracts of carriage for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and / or the Owners, the Vessel, cargo, crew or other persons on board the Vessel may be exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to

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recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.

- (d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and / or the Owners, the Vessel, cargo, crew or other persons on board the Vessel may be exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.
- (e) (i) The Owners may effect War Risks insurance in respect of the Vessel and any additional insurances that Owners reasonably require in connection with War Risks and the premiums therefor shall be for their account.
- (ii) If, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Charter Party, the Vessel proceeds to or through any area or areas exposed to War Risks, the Charterers shall reimburse to the Owners any additional premiums required by the Owners' insurers. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall further reimburse the Owners for the actual additional premiums paid from completion of discharge until the Vessel leaves such area or areas. The Owners shall leave the area or areas as soon as possible after completion of discharge.
- (iii) All payments arising under this Sub-clause (e) shall be settled within fifteen (15) days of receipt of Owners' supported invoices.
- (f) The Vessel shall have liberty:
 - (i) To comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any 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 of any state or territory whether recognised or not, body or group whatsoever acting with the power to compel compliance with their orders or directions;

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- (ii) To comply with the requirements of the Owners' insurers under the terms of the Vessel's insurance(s);
- (iii) To comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;
- (iv) To discharge at any alternative port any cargo or part thereof which may expose the Vessel to being held liable as a contraband carrier;
- (v) To call at any alternative 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, detention or similar measures;
- (vi) Where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.
- (g) The Charterers shall indemnify the Owners for claims arising out of the Vessel proceeding in accordance with any of the provisions of Sub-clauses (b) to (f) which are made under any bills of Lading, waybills or other documents evidencing contracts of carriage.
- (h) When acting in accordance with any of the provisions of Sub-clauses (b) to (f) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.

USA Clause Paramount

This Bill(s) of Lading issued under the Charter Party shall have affect subject to 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 earner of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act If any term of the Bill(s) of Lading be repugnant to said Act to any extent such term shall be void to that extent, but no further

Protection and Indemnity Bunkering Clause

The Vessel in addition to all other liberties shall have the 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

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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.

Force Majeure Clause

Neither party shall be liable for loss to the other party hereto in case the party concerned is unable to fulfil the whole or any part of its obligation hereunder or is prevented from or delayed in fulfilling such obligations owing to act of God or any other similar reasons beyond the control of the party concerned such as fire, explosion, earthquake, storm, flood, drought, unavoidable accident, embargo, war or hostilities, riot, insurrection, revolution, civil commotion, sabotage, act of God, perils of the sea, barratry, mechanical breakdown, governmental demand or action, regulation or requirement, or interference, prohibition or restriction by any competent government or any officer or agent thereof having jurisdiction in the premises, restraint by injunction or other legal process from which the party restrained cannot reasonably relieve itself by giving security or by other procedure, or any other similar cause that is beyond a party's reasonable control.

Charterer's Questionnaire

Vessel Name:

DWT:

Draft:

Year Built:

Class:

GT / NT:

P and i club:

IMO No:

H+M Value:

H+M Underwriters:

Last three cargoes:

Distance from waterline to top of hatch coaming on arrival loading port:

Crane outreach from ship's side:

Hatch type / dimensions

GA Plan (if available)

Last / next DD

Last / next SS

Full time Charter chain

Full style of head Owner:

Other Vessels in Owners fleet:

If head Owner performing the voyage full style of manager:

Ex name:

Name + full contact details of company security officer (CSO) full

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Contact

Name + details of ship security officer (SSO)

Other Vessels in managers' fleet

Vessel record of change of names

List of non-conformities and recommendations (ISM, ISPS, PSC, Flag State, class) for the last 12 months

Vessel must not have suffered any G.A. and collision last 12 months:

Vessel must not have any recommendations by state control (please advise when and where last port state control)

When nominating definite performing Vessel Owners to fax / e-mail following certificates:

- Valid and up to date P and I club entry certificate
- Valid and up to date class certificate
- Valid and up to date hull and machinery certificate
- Valid and up to date document of compliance (DOC)
- Valid and up to date safety management certificate (SMC)
- Valid and up to date international ship security certificate (ISSC)
- Valid and up to date ITF certificate

Owners confirm that the Vessel has a full P and I cover during whole period of the period, that is to say, a P and I cover without sublimit and without annual aggregate limits.

Owners confirm that def performing Vessel should not have a flag in the blacklisted registry of the European maritime safety agency whether medium, high or very high risks.

Owners warrant that the Vessel is not listed by the U.S. state department as unacceptable for U.S. cargoes in view of its having traded in areas deemed unfriendly to the U.S.

Charterers rely upon the answers to this questionnaire which will be incorporated into and form part of any concluded Charter Party.

Holcim Shipping - Standard Charter Party Clauses

All the clauses are subject to negotiation with the counterparty however none can be completely excluded. Please reach out to Kaspar / Katherine / me if the wording needs to be changed for the sanctions clause and AIS switch off clause or any other clause should the proposed wording not be acceptable to Owners.

Sanctions Clause

Owners (including ultimate beneficial Owner(s) of the Vessel) warrant that (i) they are not the target of any sanctions laws of the united states, the united kingdom, the European union, Switzerland, Canada, Australia

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and the united nations or sanctions imposed by sanctions authorities in these jurisdictions, in particular the us treasury department, office of foreign assets control (OFAC) and the us commerce department, bureau of industry and security (bis) (collectively, "sanctions laws"), and (ii) they are not owned or controlled directly or indirectly by one or more parties that are targeted by sanctions laws as described in (i) above, (iii) the performing Vessel(s) are not the target of such sanctions laws or against which such sanctions were imposed and are not owned, controlled, managed or operated by or Chartered from a person targeted by such sanctions laws or against whom such sanctions were imposed, (iv) the performing Vessel(s) have not been used to carry any cargo in violation of, or otherwise targeted by, sanctions laws nor have they been Chartered to or operated by or on behalf of any party targeted by sanctions laws, and (v) the performing Vessel(s) did not call North Korea, Iran, Syria, Venezuela, Crimea region (including Sevastopol), or Cuba in the past 180 days and until the voyage under this Charter is performed.

Without limiting the rights of the Charterer if at any time during the performance of this Charter, Charterers becomes aware that Owners are in breach of the warranty above, Charterers may at their sole discretion, without any advance notice and without payment of any penalty, (i) reject the nomination of such Vessel (even if accepted earlier), (ii) suspend or have suspended any payment to the Owners until Charterers may lawfully resume payment, (iii) comply with the laws and regulations of sanctions authorities and follow any orders or directions given by sanctions authorities under the sanctions laws, and / or (iv) provided loading did not yet commence for the voyage in question, at the option of the Charterer, terminate this Charter forthwith.

Charterers warrant that (i) they are not the target of any sanctions laws and (ii) they will not relet or sub-Charter the Vessel to any entity or individual being the target of such sanctions laws or against whom such sanctions have been imposed.

Any breach of the sanctions warranties contained herein shall entitle the non-breaching party to, in addition to other rights it may have, claim all damages for any liability and / or loss incurred as a result of breach.

AIS Switch Off Clause

(a) For the purposes of this Clause:

"AIS" means an automatic identification system fitted to the Vessel in accordance with SOLAS Chapter V, Regulation 19.2. or any subsequent amendment thereto.

"Guidelines" means the IMO Revised Guidelines for the Onboard Operational use of Shipborne Automatic Identification Systems, Resolution A .1106(29) or any subsequent amendment thereto.

(b) Owners warrant that for the six (6) months prior to the arrival of the Vessel at the first or sole loading port under this Charter Party and throughout its duration the y have not knowingly operated and will not knowingly operate the Vessel's AIS other than in accordance with the Guidelines. This includes, but is

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not limited to, not manipulating, knowingly switching off or otherwise disabling the Vessel's AIS other than in accordance with the Guidelines.

- (c) In the event that Charterers reasonably believe that Owners are in breach of subclause (b) Charterers shall request Owners to explain the apparent breach. Owners shall provide such explanation within seventy-two (72) hours of receipt of Charterers' request.
- (d) Without prejudice to other rights pursuant to this Charter Party, if Owners are in breach of subclause (b), Charterers may terminate this Charter Party [and / or claim damages resulting from the breach]. Charterers may only exercise this right after the expiry of the time period contemplated in subclause (c).
- (e) Charterers warrant that throughout the duration of this Charter Party they shall not: (i) request Owners to operate the Vessel's AIS other than in accordance with the Guidelines. This includes, but is not limited to, manipulating, switching off or otherwise disabling the Vessel's AIS other than in accordance with the Guidelines; or (ii) give orders to conduct a ship-to-ship cargo transfer (STS) with a Vessel whose AIS has not been operated in accordance with the Guidelines throughout the last six (6) months prior to the orders.
- (f) If at any time Charterers are in breach of (i) subclause (e)(i) above, then Owners may reject the request and / or terminate this Charter Party and / or claim damages resulting from the breach; or (ii) subclause (e)(ii) above, then Owners may refuse to conduct the STS cargo operation and request new orders.

GHG Emissions Clause

If a Vessel under this charter party is of at least 5,000 gross tonnage:

A. The Head Owner or Disponent Owner (as appropriate) shall provide a duly completed fuel emission report by email in the format below within 7 days of completion of the voyage or while presenting the final freight invoice whichever is earlier.

- IMO number
- Vessel name
- Summer deadweight
- Sea consumption (IFO / LSF / MGO / LSG / VLR)
- Port Consumption (IFO / LSF / MGO / LSG / VLR)
- Cargo loaded
- Distance (Ballast / Laden)

B. Nothing in the aforementioned provision shall affect any other rights or obligations under the relevant contract.

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C. In the event of conflict with any other contractual provisions, such other provisions shall prevail

Law and arbitration

Any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London under the LMAA rules, and English Law to apply.

Insolvency Clause

In addition to and without prejudice to any other rights or remedies the parties may have separately from this Clause, either party (for the purpose of this Clause the “non-defaulting party”) may terminate this Charter Party by giving three (3) business notice in writing to the other party (for the purpose of this Clause the “defaulting party”) if any one or more of the following occurs (each a “default event”):

- (a) Where the defaulting party:
 - (i) Is deemed to or is actually unable to pay its debts as they fall due or admits in writing to the non-defaulting party an inability to pay its debts as they fall due; or
 - (ii) Enters into or seeks to enter into negotiations or a scheme of arrangement with all or any Class of its creditors for the purpose of rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors; or
 - (iii) Is adjudicated bankrupt or insolvent or a court-order is made for its dissolution or winding-up; or
 - (iv) Gives a notice or passes a resolution for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies.
- (b) If a notice of intention to appoint an administrator or Receiver is given or if an order is made for the appointment of an administrator or Receiver or an administrator or Receiver is appointed over the defaulting party, or any equivalent step is taken, or proceedings commenced, with similar effect in any jurisdiction to which the defaulting party is subject.
- (c) Any event occurs, or proceedings are taken, with respect to the defaulting party in any jurisdiction to which it is subject that have an effect equivalent or similar to any of the events mentioned in (a)(i) to (a)(iv) inclusive.

If this Charter Party is terminated by a non-defaulting party following the occurrence of a default event, the defaulting party shall have no claim against the non-defaulting party for any unpaid sums whatsoever, whether earned before the date of termination or not, which otherwise would be

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contractually payable under this Charter Party and any such claims will be extinguished and irrevocably waived by the defaulting party .

Health and Safety Clause

The Charterers and Owners, as the case may be, shall ensure at all times that they and their employees, and subcontractors comply and undertake to keep complying, in all respects, with the following provisions, where applicable:

- (a) The International Safety Management (ISM) Code and in particular Part A, 1, 1.4 (Functional requirements for a safety management system) and Part A, 5, 5.2 (Master's responsibilities and authority);
- (b) The Safety of Life At Sea (SOLAS) Convention 1974 and any amendment thereof;
- (c) The International Convention for the Prevention of Pollution from Ships (MARPOL), 1973 as modified by the Protocol of 1978 and any amendment thereof;
- (d) Prior and during loading or unloading, as the case may be, the IMO code of Practice for the safe loading and unloading of bulk carriers (Resolution A.862 / 20, Assembly 20th Session Agenda Item 9; 5 December 1997) effective on 1st July 1998;
- (e) The International Maritime Solid Bulk Cargoes (IMSBC) Code, mandatory under the SOLAS Convention as of 1st January 2011;
- (f) The Maritime Labour Convention, 2006, and in particular Regulation 2.3 - Hours of work and hours of rest;
- (g) Any lifting equipment used for the loading or unloading, as the case may be, being a Vessel equipment, shall be plainly marked with their Safe Working Load (SWL) / Working Load Limit (WLL) capacity. No load exceeding such SWL / WLL shall under any circumstances be lifted.

Cargo Handling Gear (Replaces GENCON 94 - 5(b) Loading / Discharging)

Unless the Vessel is gearless or unless it has been agreed between the parties that the Vessel's gear shall not be used and stated as such in Box 15, the Owners shall throughout the duration of loading / discharging give free use of the Vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear.

All such equipment to be in good working order. Unless caused by negligence of the stevedores, time lost by breakdown of the Vessel's cargo handling gear or motive power - pro rata the total number of cranes / winches

Additional Clauses to "MV Ken Kon"
Account: "Holcim Shipping Pte. Ltd."
Charter Party Dated: "10th March 2022"

required at that time for the loading / discharging of cargo under this Charter Party shall not count as laytime or time on demurrage.

Charterers have the right to order loading / discharging to stop in case of faulty cargo equipment leading to spillage or other potential environment issues, Owners must then make arrangements for replacement equipment at their own cost".

Piracy Clause

Routing is at Owners' / Masters' discretion. Owner s warrant that recommended best management practices to deter piracy will be followed and all risk of piracy and any additional cost of insurance for piracy attacks, including but not limited to Kidnap and Ransom insurance, Loss of Hire insurance and extra war risk premium and crew bonus, as well as any guard costs whatsoever enroute to discharging port is to be for Owners' account.

THE OWNERS:
Inui Global Logistics Co. Ltd.

THE CHARTERERS:
Holcim Shipping Pte Ltd