

CHANDAN/RAJNEESH

GOOD DAY !

CHARTERERS ARE PLEASED TO CONFIRM ALL APPROVALS ARE IN ORDER. ACCGLY THE BIZ. IS FULLY FIXED WITH C/P DD. 25TH SEPTEMBER, 2019. WE ARE PLEASED TO RECAPITULATE THE TERMS AND CONDITIONS BASIS WHICH BIZ. IS FULLY FIXED AS FOLLOWS :

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CHARTERERS: SWISS SINGAPORE OVERSEAS ENTERPRISES PTE LTD.
65 CHULIA STREET; #48-05/08, OCBC CENTRE; SINGAPORE 049513

OWNERS :-

PLATINA BULK CARRIERS.PTE.LTD. 20 KRAMAT LANE, #02-05,UNITED HOUSE, SINGAPORE 228773

OWNERS FULL BANKING DETAILS:

BENEFICIARY: PLATINA BULK CARRIERS PTE LTD

BANK NAME: UNITED OVERSEAS BANK LIMITED

USD ACCOUNT NUMBER: 373-901-256-0

BANK SWIFT: UOVBSGSG

BANK CODE:7375

BRANCH CODE:050

BANK ADDRESS:80 RAFFLES PLACE, UOB PLAZA1, SINGAPORE 048624

VESSEL PARTICULARS:

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MV PLATINA TNG TBN

GRABS :- MIN 4X10 CBM (WITH SWL)

CRANE :- MIN 4X30 MT (WITH SWL)

MAX 15 YEARS

ESTIMATED INTAKE: XXXX

- OWNERS' TO NOMINATE THE PERFORMING VESSEL 5 DAYS PRIOR ETA LOAD PORT WITHIN THE LAYCAN WHICH WILL BE SUBJECT TO SHIPPERS/RECEIVERS/
CHARTERERS RECONFIRMATION W/IN 1 WORKING DAY UPON NOMINATION.

~~-OWNERS TO ADVISE BELOW WITH NOMINATION OF PERFORMING VESSEL:-~~

~~EST DEP DRAFT (AFTER LOADING), EST ARRIVAL DRAFT AT CHITTAGONG OR AGREED POD, AND IF ARRIVAL DRAFT IS MORE THAN 11.00 METRES FRESH WATER DRAFT, THEN MENTION EST QTY TO BE LIGHTENED TO ACHIEVE FOLLOWING DRAFT 10.8/10.9/11.00 AND QTY TO BE LIGHTENED AT CHITTAGONG TO ACHIEVE ARRIVAL MONGLA DRAFT OF 7.00/7.1/7.3/7.4/7.5}~~

- NO DENSA VESSEL TO BE NOMINATED

-OWNERS CONFIRM THAT MASTER WILL SEND DAILY NOON POSITION (INCLUDING BALLAST VOYAGE AS WELL LADEN VOYAGE) TO CHARTERERS DIRECTLY.

1. CARGO SIZE / QUANTITY 45,000 MT MIN/MAX COAL IN BULK

2. LOADPORT:1 SP 1/2SA ADANG BAY, INDONESIA

3. LOAD RATE: 8,000 MT CHOPT 10,000MT PWWD SHINC BASIS 4 CRANES & 4 X 10CBM MIN GRABS (EXCEPT HOLIDAYS MENTIONED IN C/P)

- LOADRATE OPTION TO BE DECLARED UPON OWNERS NOMINATION OF PERFORMING VESSEL.

4. DISCHARGE PORT: 1 SP 1/2 SA NAGA, PHILIPPINES

5. 6,000MT PWWD SHINC BSS 4 CRANES & 4 X 10CBM MIN GRABS (EXCEPT HOLIDAYS MENTIONED IN C/P)

6. OWNS TO BE RESPONSIBLE FOR VSLs WORKABILITY AT LOAD/DISCHG PORT(S) INCLUDING DRAFT AND DEADWEIGHT RESTRICTIONS. ALL SHIFTING TIME NOT TO BE COUNTED EVEN IF VESSEL IS ON DEM.

IF IN CASE OF ANCHORAGE LOAD & DISCHARGE - IF BARGES ARE NOT ALONG SIDE DUE TO BAD WEATHER, SUCH TIME WILL NOT BE COUNTED AS LATIME (UNLESS VESSEL IS ALREADY ON DEM). BAD WEATHER LAYTIME NTC EVEN IF BARGES ARE NOT ALONGSIDE VESSEL. IF REQUIRED BY OWNERS, DECLARATION OF BAD WEATHER TO BE SUPPORTED BY SUPPORTING DOCUMENT ISSUED BY PORT, HARBOUR MASTER OF THE RESPECTIVE PORT OF THE SPECIFIC DATE.

IF IN CASE OF ANCHORAGE LOAD & DISCHARGE - IF BARGES ARE NOT ALONG SIDE DUE TO BAD WEATHER, SUCH TIME WILL NOT BE COUNTED AS LATIME (UNLESS VESSEL IS ALREADY ON DEM). BAD WEATHER LAYTIME NTC EVEN IF BARGES ARE NOT ALONGSIDE VESSEL (UNLESS VESSEL IS ALREADY ON DEM). IF REQUIRED BY OWNERS, DECLARATION OF BAD WEATHER TO BE SUPPORTED BY SUPPORTING DOCUMENT ISSUED BY PORT, HARBOUR MASTER OF THE RESPECTIVE PORT OF THE SPECIFIC DATE WITH MINIMUM SIGNAL NO.4 ALERT) WARNING.

7. LAYCAN: 8/10 OCTOBER, 2019

8. DEMM/DESPATCH: USD 13,000 PDPR HDWTSBE

9. FREIGHT RATE : USD 09.50 PMT BSS 1/1 (8000MT LOADRATE)
USD 09.35 PMT BSS 1/1 (10000MT LOADRATE)

10. FREIGHT PAYMENT 97 PCT LESS ADDCOMM + BROKERAGE TO INTERBULK PAYABLE IN USD TO OWNERS BANK ACCOUNT WITHIN 3 BANKING DAYS AFTER COMPLETION OF LOADING, SIGNING/RELEASING BS/L MARKED "FREIGHT PAYABLE AS PER C/P" AND "CLEAN ON BOARD" AND RECEIPT OF FREIGHT INVOICE. FREIGHT DEEMED EARNED UPON COMPLETION OF LOADING, DISCOUNTLESS NON-RETURNABLE, VESSEL AND/OR CARGO LOST OR NOT LOST. BALANCE 3 PCT FREIGHT TOGETHER WITH DEM/DES W/I 25 DAYS AFTER COMPLETION OF DISCHARGE AND SUBMISSION OF TIME SHEET WITH SUPPORTING DOCUMENTS SIGNED BY MASTER AND SHPRS/RCVRS AGENTS. IF REQUIRED BY CHARTERERS, OWNERS TO ISSUE AND RELEASE "FREIGHT PREPAID" BILLS OF LADING ON RECEIPT OF 100% FREIGHT PAYMENT OR ON RECEIPT OF REMITTANCE SLIP / SWIFT COPY.

11. NOR & TURNTIME AT LOAD & DISCHARGE PORTS:

TURNTIME AT LOAD & DISCHARGE PORT 12 HRS - IF USED ACTUAL TIME USED TO COUNT

NOR AT LOAD & DISCHARGE PORT - ATDN SHINC WWW T/T - 12 HOURS AFTER NOR, IF USED ACTUAL TIME USED TO COUNT
NOR TO BE TENDERED WITHIN LAYCAN ONLY.

12. LAYTIME NON REVERSIBLE BETWEEN LOAD AND DISCHARGE PORT. LAYTIME REVERSIBLE IN CASE OF TWO PORT(S) OF LOADING / DISCHARGING 12HRS FREE TIME FOR CUSTOM FORMALITIES AFTER COMPLETION OF LOADING OR DRAFT SURVEY (WHICHEVER IS LATER) THERE AFTER TIME TO COUNT TILL VSL/MASTER RECEIVES CLEAR INSTRUCTIONS FOR SAILING.

- LAYTIME AT LOAD PORT AND DISPORT TO COUNT WIPON/WIBON/WIFPON/WCCON

13. DRAFT SURVEY EXPENSES TO BE FOR CHARTERERS UNLESS CARGO SUPPLIERS PAY FOR THE COST. OWNERS MAY APPOINT MASTER OF SHIP OR SURVEYORS AS THEIR REPRESENTATIVE TO CARRY OUT JOINT DRAFT SURVEY TO DETERMINE

CARGO QUANTITY. TIME USED FOR INITIAL, INTERMEDIATE AND FINAL DRAFT SURVEY (INCLUDING TRIM CHECK) NOT TO BE COUNTED AS LAYTIME OR TIME ON DEMMURAGE. OWNERS SHALL BE RESPONSIBLE FOR ANY DISCREPANCY IN THE RESULTS OF THE JOINT DRAFT SURVEY TAKEN AT THE LOAD PORT, COMPARED TO THE RESULTS OF THE JOINT DRAFT SURVEY AT THE DISCHARGING PORT.

14. FREIGHT RATE INCLUDES ANY COST ON ACCOUNT OF PIRACY AND DIVERSION. ALL INSURANCE PREMIUMS INCLUDING

AWRIP FOR PIRACY ON OWNERS ACCOUNT

15. OWNERS TO APPOINT CHTRS NOMINATED AGENTS LOAD/DISPORT'S SUB CUSTOMARY PORT D/A.

- OWNER CONFIRM IF ANY EXTRA COST INCURRED BY CHARTERERS DUE TO POOR PERFORMANCE OF THE CRANES WHICH INCLUDES BUT ARE NOT LIMITED TO BARGING COST , LABOUR COST AND BARGE DEMURRAGE SHALL BE TO OWNERS ACCOUNT .

16. OWNERS TO GIVE ETA NOTICE TO LOADPORT AGENTS/SHIPPERS WITH IN LCAN AS PER CP.

17. TAXES / DUES ON CARGO TO BE ON CHRTS A/C AND TAXES/DUES ON FREIGHT, VSL TO BE FOR OWRS ACCT BENDS

18. GA/ARBT IN SINGAPORE AND ENGLISH LAW TO APPLY

19. VSL AGE TO BE MAX 15 YEARS.

20. BIMCO ISPS CL TO APPLY

21. 3.75 PCT ADDCOM TO CHTRS + 1.25% TO INTERBULK SHIPBROKERS ON FREIGHT, DEMURRAGE AND DEADFREIGHT

22. OTHERWISE AS PER MV PLATINA TNG TBN / SSOE - LATEST CP (AS ATTACHED) WITH LOGICAL/APPLICABLE AMENDMENTS AS PER MAIN TERMS

[23.IN](#) CASE ORIGINAL BILLS OF LADING NOT AVAILABLE AT DISPORT, OWNERS/MASTER WILL RELEASE ENTIRE CARGO AGAINST CHARTERERS' SIMPLE

'LOI' IN OWNERS WORDINGS WITHOUT BANK ENDORSED.

24. ALL SUBS ARE LIFTED.

SWITCHING AND SPLITTING OF BILLS OF LADING

IN CASE THE SHIPPER, NOTIFYING PARTY AND/OR NAME OF RECEIVERS APPEARING ON THE BILLS OF LADING ISSUED AT THE LOADING PORT,

IS BEING CHANGED BEFORE VESSEL'S ARRIVAL AT DISCHARGE PORT, THE CHARTERERS SHALL HAVE THE RIGHT TO ISSUE A NEW SET OF BILLS

OF LADING UNDER THE FOLLOWING CONDITIONS:

1. THE NEW (SECOND SET) OF BILLS OF LADING TO BE IN CONFORMITY WITH THE ORIGINAL (FIRST SET) OF BILLS OF LADING EXCEPT FOR THE CHANGE OF SHIPPER, NOTIFYING PARTY AND/OR THE NAME OF RECEIVERS AND MARKED "FREIGHT PREPAID" IF REQUIRED BY CHARTERERS, PROVIDED FREIGHT HAS BEEN RECEIVED IRREVOCABLY BY OWNERS IN THEIR BANK ACCOUNT.

2. CHARTERERS TO INDEMNIFY THE OWNERS FOR ANY AND ALL RISK/CONSEQUENCES THEREOF BY ISSUING A SIMPLE LETTER OF INDEMNITY ON THE FORMAT REQUIRED BY OWNER'S P&I CLUB. THE SAID LETTER SHALL BE ISSUED BY CHARTERERS.

3. CHARTERERS HAVE THE OPTION TO SPLIT BILLS OF LADING INTO SMALLER LOTS, HOWEVER, TOTAL QUANTITY TO REMAIN UNCHANGED. UPON OWNERS' RECEIPT OF THE ABOVE LETTER AND SET OF BILLS OF LADING, IN ORIGINALS, THE OWNERS ARE IMMEDIATELY, BY TELEX OR FAX OR EMAIL TO AUTHORIZE CHARTERERS OR THEIR NOMINATED AGENTS TO ISSUE AND RELEASE THE NEW (SECOND) SET OF BILLS OF LADING.

4. IN THE EVENT THE 1ST SET OF ORIGINAL BILLS OF LADING IS NOT AVAILABLE BEFORE ARRIVAL OF VESSEL AT DISCHARGE PORT OR BEFORE COMMENCEMENT OF DISCHARGING OR CLOSER TO THE VESSEL'S ETA AT DISCHARGE PORT, THE OWNERS SHALL TRY BEST TO GET THIS ACCEPTANCE FROM HEAD OWNS " OR THEIR NOMINATED AGENTS TO ISSUE A 2ND SET OF NON-NEGOTIABLE BL BEFORE SURRENDER OF THE 1ST SET OF ORIGINAL BILLS OF LADING AGAINST THE LOI AS PER THE OWNER'S P&I WORDING SIGNED BY THE CHARTERERS. LATER UPON CHARTERERS SURRENDERING THE 1ST SET OF ORIGINAL BILLS OF LADING AS CANCELLED/NULL & VOID THEN THE OWNERS/OWNER'S AGENT SHALL ISSUE THE 2ND SET OF ORIGINAL BILLS OF LADING.

ALL COSTS, IF ANY, FOR ISSUING 2ND SET OF NON-NEGOTIABLE BL SHALL BE TO THE CHARTERERS A/C.

FLWG VLSL TRDG CERTS REQUIRED

- 1.CERT OF REGISTRY
- 2.LOADLINE CERT
- 3.SAFETY CONSTRUCTION
- 4.SAFETY EQUIPMENT
- 5.SAFETY RADIO
- 6.IOPP
- 7.SAFELY MANAGEMENT CERT
- 8.DOC
- 9.PANDI CERT
- 10.INTERNATIONAL TONNAGE
- 11.CLASS
- 12.ISPS
13. SAFE MANNING CERT
14. AIR POLLUTION CERT
15. SEWAGE POLLUTION PREVENTION CERT

CHARTERERS MAY ASK FOLLOWING CERTS TO OWNERS IF REQUIRED AND OWNERS TO PROVIDE SAME.

- 1) CONT. SYNOPSIS RECORD
- 2) DOC. OF COMPLIANCE WITH IMSBC CODE (COVERING GROUP B CARGOES, INCL COAL)
- 3) GA PLAN
4. INCORPORATION CERTIFICATE.
5. CERTIFICATE OF RESIDENCE- (CURRENT YEAR)
- ~~6. SHAREHOLDING PATTERNS OF OWNER~~

A) OWRS GUARANTEE THAT VSL IS CLASSED TO LLOYDS 100 A1 OR EQUIVALENT AND WILL REMAIN SO FOR THE DURATION OF THIS VOYAGE

B) OWRS GUARANTEE THAT VSL IS ENTERED WITH AND INSURED FOR ALL CARGO RISK WITH AN INTERNATIONAL GROUP PNI CLUB AND WILL REMAIN SO FOR THE DURATION OF THIS VOYAGE AND THAT ALL CALLS, INCLUDE SUPPLEMENTARY CALLS ARE FULLY PAID UP.

C) OWRS GUARANTEE THAT VSL IS FULLY H+M INSURED AND WILL REMAIN SO FOR THE DURATION OF THIS VOYAGE.

D) OWNERS GUARANTEED VESSEL IS ISM CERTIFIED. BIMCO ISM CLAUSE TO APPLY.

E) OWNERS GUARANTEE THAT VSL'S HOLDS ARE FREE OF ANY OBSTRUCTIONS / BULKHEADS / STANCHIONS, AND THAT VSL IS IN EVERY WAY SUITABLE TO SHIP/LOAD/DISCH THE INTENDED CARGO.

F) OWNERS GUARANTEE VESSEL SINGLE DECK BULKER AND IS TOTALLY SUITABLE TO CARRY THE INTENDED CARGO WITH SLACK HATCHES AND WITHOUT ANY BAGGING / STRAPPING / SECURING.

G) OWNERS GUARANTEE VESSEL IS SUITABLE TO TRADE IN ALL RESPECTS TO ALL PORTS UNDER THIS CONTRACT OF CARRIAGE OF BULK COAL.

H) OWNERS GUARANTEED VSL IS SUITABLE FOR GRAB LOADING & DISCHARGING. OWNERS TO PROVIDE POWER TO SHORE GRABS OPERATIONS AS PER GRABS POWER CAPACITY AND ALSO ENSURE COMPATIBILITY SUITABLE WITH VSL ELECTRIC POWER.VSL SHOULD COMPLY WITH PORT/TERMINAL RULES AND REGULATIONS AND NOT BLACKLISTED BY THE PORT AND TERMINAL. PLEASE ASK MASTER TO CONFIRM THAT ALL THE CRANES AND GRABS ARE AVAILABLE IN GOOD CONDITION ON BOARD OF VESSEL AND CAN BE FULLY USED FOR LOADING AT ALL TIME. OTHERWISE, THE LOADING RATE SHALL BE ADJUSTED ON PRO RATE BASIS ACCORDING TO THE AVAILABLE CRANE/S USED FOR LOADING AND ALL DELAY/COST RELATED TO THIS WILL BE ON OWNERS' ACCOUNT. (CANNOT DELETE IN CASE OF ADARO)

~~I) OWNERS CONFIRM THAT VESSEL WILL SAIL WITH FULL SPEED / RPM OF THE VESSEL DURING CURRENCY OF THIS VOYAGE~~

J) OWNERS GUARANTEE VESSEL COMPLIES WITH ISPS REGULATIONS.

K) OWNERS GUARANTEE THAT VESSEL'S CRANES HAVE A MINIMUM LIFTING CAPACITY OF CRANES 4 X 30 MTS ARE ABLE TO LOAD / DISCHARGE COAL SIMULTANEOUSLY AND SERVE ALL HOLDS

L) OWNERS GUARANTEE THAT VESSEL HAS ALL VALID CERTIFICATES / DOCUMENTS FOR TRADING INCLUDING SPECIFIC DOCUMENTS / CERTIFICATES FOR TRADING PARTICULAR PORTS OF CALL/ISM /ISPS AND OTHERS DURING THE CURRENCY OF CHARTERERS INTENDED TRADE AND WILL BE MAINTAINED SO FOR THE ENTIRE DURATION OF THIS C/P AND IF REQUIRED OWNERS ACCEPT TO MAKE SAME AVAILABLE TO CHRTRS AND OR THEIR SURVEYORS FOR INSPECTION.

M) OWNERS GUARANTEE THAT VESSELS HATCH COVERS ARE TO BE WATERTIGHT ALL THROUGHOUT THIS CHARTER PERIOD AND IF ANY HATCH COVER FOUND DEFECTIVE, SAME TO BE RECTIFIED AT OWNERS TIME AND EXPENSES TO INDEPENDENT SURVEYORS SATISFACTION.

N) OWNERS CONFIRM THAT OWNERS' BANK IS LOCATED IN THE SAME COUNTRY WHERE OWNERS ARE REGISTERED. IF NOT, OWNERS CONFIRM THAT THE REMITTANCE OF FREIGHT BY CHARTERERS TO OWNERS' DESIGNATED BANK DOES NOT VIOLATE ANY APPLICABLE LAWS OF THE RELEVANT COUNTRIES INCLUDING BUT NOT LIMITED TO THE TAXATION LAW, THE CUSTOMS LAW, FOREIGN EXCHANGE LAW AND THE LAWS RELATING TO THE MONEY LAUNDERING AND THE CORRUPT PRACTICES.

~~O)OWNERS GUARANTEE PERFORMING VESSEL SHOULD NOT FLAGGED BY A COUNTRY OR STATE, OR REGISTERED BY AN ENTITY, THAT IS THE TARGET OF THE ECONOMIC SANCTIONS. VESSEL SHOULD NOT BE OWNED OR CONTROLLED OR BAREBOAT-CHARTERED BY ANY PERSON OR ENTITY THAT IS THE TARGET OF THE ECONOMIC SANCTIONS; OR ITS DESTINATION IS CUBA, IRAN, SUDAN, NORTH KOREA, SYRIA OR MYANMAR (BURMA) (FOR AS LONG AS THOSE COUNTRIES ARE THE TARGET OF ECONOMIC SANCTIONS) OR SUCH OTHER DESTINATION THAT IS THE SUBJECT OR TARGET OF THE ECONOMIC SANCTIONS.~~

BIMCO DESIGNATED ENTITIES CLAUSE FOR CHARTER PARTIES

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

(B) OWNERS AND CHARTERERS RESPECTIVELY WARRANT FOR THEMSELVES (AND IN THE CASE OF ANY SUBLET, CHARTERERS FURTHER WARRANT IN RESPECT OF ANY SUB-CHARTERERS, SHIPPERS, RECEIVERS, OR CARGO INTERESTS) THAT AT THE DATE OF THIS FIXTURE AND THROUGHOUT THE DURATION OF THIS CHARTER PARTY THEY ARE NOT SUBJECT TO ANY OF THE SANCTIONS, PROHIBITIONS, RESTRICTIONS OR DESIGNATION REFERRED TO IN SUB-CLAUSE (A) WHICH PROHIBIT OR RENDER UNLAWFUL ANY PERFORMANCE UNDER THIS CHARTER PARTY OR ANY SUBLET OR ANY BILLS OF LADING. OWNERS FURTHER WARRANT THAT THE NOMINATED VESSEL, OR ANY SUBSTITUTE, IS NOT A DESIGNATED VESSEL.

(C) IF AT ANY TIME DURING THE PERFORMANCE OF THIS CHARTER PARTY EITHER PARTY BECOMES AWARE THAT THE OTHER PARTY IS IN BREACH OF WARRANTY AS AFORESAID, THE PARTY NOT IN BREACH SHALL COMPLY WITH THE LAWS AND REGULATIONS OF ANY GOVERNMENT TO WHICH THAT PARTY OR THE VESSEL IS SUBJECT, AND FOLLOW ANY ORDERS OR DIRECTIONS WHICH MAY BE GIVEN BY ANY BODY ACTING WITH

POWERS TO COMPEL COMPLIANCE, INCLUDING WHERE APPLICABLE THE OWNERS' FLAG STATE. IN THE ABSENCE OF ANY SUCH ORDERS, DIRECTIONS, LAWS OR REGULATIONS, THE PARTY NOT IN BREACH MAY, IN ITS OPTION, TERMINATE THE CHARTER PARTY FORTHWITH OR, IF CARGO IS ON BOARD, DIRECT THE VESSEL TO ANY SAFE PORT OF THAT PARTY'S CHOICE AND THERE DISCHARGE THE CARGO OR PART THEREOF.

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

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

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

(G) CHARTERERS SHALL PROCURE THAT THIS CLAUSE IS INCORPORATED INTO ALL SUB-CHARTERS, CONTRACTS OF CARRIAGE AND BILLS OF LADING ISSUED PURSUANT TO THIS CHARTER PARTY.

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P)OWNERS GUARANTEE THAT PERFORMING VESSEL IS NOT BLACKLISTED IN USEC PORTS AND INDIAN PORTS AND TRADING AREA PORTS AND TO BE COMPLYING WITH ALL RULES REGULATION PREVAILING IN TRADING AREA AND PORTS. THE NOMINATED VESSEL OR ITS OWNERS MUST NOT BE IN SDN (SPECIALLY DESIGNATED NATIONALS) LIST OF US TREASURY.THE OWNERS TO BE RESPONSIBLE TO ENSURE THAT AGAINST IMO NO OF A VESSEL THE SAME DOES NOT FALL IN RESTRICTED LIST OF US TREASURY.

Q)OWNERS GUARANTEE THAT THE NOMINATED VESSEL 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") AND, TO THE EXTENT THE LOAD PORT IS WITHIN THE U.S. AND U.S. TERRITORIES OR WATERS, WITH THE U.S. MARITIME TRANSPORTATION SECURITY ACT 2002 ("MTSA").

~~R) OWNER CONFIRM BELOW~~

~~—OWNER TO SHARE DRAFT B/L FOR DISCHARGE WITHOUT ORIGINAL B/L.~~

~~—OWNER TO SHARE AND PROVIDE INVOICE IN ADVANCE (100%) BEFORE COMMENCEMENT OF LOADING.~~

~~—OWNER CONFIRM IF ANY EXTRA COST INCURRED BY CHARTERERS DUE TO POOR PERFORMANCE OF THE CRANES WHICH INCLUDES BUT ARE NOT LIMITED TO BARGING COST , LABOUR COST AND BARGE DEMURRAGE SHALL BE TO OWNERS ACCOUNT.~~

ADDL POINTS

VESSEL OWNERS HAVE TO WARANTEE THAT THE GEARS AND GRABS ARE IN GOOD ORDER CONDITION AND OWNERS HAVE TO SUBMIT SOF OF LATEST 3 VOYAGES FOR CHARTERER REVIEW WITH NOMINATION. ~~IN CASE VESSEL ACTUAL GEAR PERFORMANCE IS POOR,~~
~~—ALL EXTRA COST AND DAMAGES DUE TO SUCH POOR PERFORMANCE SHALL BE TO OWNERS~~

~~—ACCOUNT INCLUDING BUT ARE NOT LIMITED TO FLOATING CRANE HIRE CHARGES, BARGE~~

~~—DEMURRAGE AND LATE PENATLY AT DISPORT~~

VESSEL TO DIRECTLY MOVE TO DISCHARGE PORT FROM LOADPORT WITHOUT ANY BUNKERING STOPPAGE. - OK

OWNERS TO MAKE SURE THAT VESSEL AGENTS AT DISCHARGE PORT SHOULD OBTAIN VESSEL REGISTRATION NUMBER (AS REQUIRED FOR CUSTOM CLEARANCE AT DISCHARGE

PORT) AND ALSO FILE INWARD FOREIGN MANIFEST (IFM) WITHIN 36 HOURS OF VESSEL SAILING FROM LOADPORT. - OK

+++ END RECAP+++