

# IRON ORE CHARTER PARTY

## Vale do Rio Doce Terms 1967

Geneva, PROFORMA

**Code Name**  
"RIODOCEOURE"

1. It is this day mutually agreed between .....  
 as Owners and/or Voyage Charterers and/or Disponents of the good.....  
 Vessel called ..... Flag of .....  
 ..... tons net and ..... tons gross register, classed .....  
 and of about ..... tons of 1016 kilos d.w., now trading, and expected ready to load under this charter-party not before ..... and laydays not count before this date (except Shippers consent to load), and not later than ..... and .....  
 .....  
 ..... as Charterers.

**Port of Loading**

2. That the said Vessel, being in every respect *guaranteed tight, staunch, strong and fitted* for the voyage, shall with all convenient speed sail and proceed to ..... VALE DO RIO DOCE ore quay at VITORIA and/or TUBARAO and there load to her draft always safe and afloat, in the customary manner, as and where ordered by the Agents of the Shippers a full cargo of .....  
 ..... in bulk *excluding D.R.I. / D.R.I.P. and sponge iron*, of .....  
 tons of 10% more or less in Master's/Owner's option; *Cargo to be loaded in accordance with IMO and local recommendations*, and being so loaded shall therewith proceed with all convenient speed to.....  
 .....

**Port of discharge**

3. .....  
 .....  
 or so near thereto as she may safely get, always safe and afloat as ~~ordered on signing Bills of Lading~~, but the Charterers shall latest three days before Vessel's expected arrival at the port of discharge have liberty to require the Owners to order the Vessel to another port named herein or within the range specified herein by telegram or wireless, and there deliver the cargo as customary alongside any wharf and/or craft as directed by the Consignees.

**Freight**

4. Freight at the rate of ..... per metric ton  
 ..... per ton of .....  
 outturn weight or, in case of non weighing at port of discharge, Bill of Lading weight less .....  
 percent, shall be paid by the Charterers in .....  
 on unloading and right delivery of the cargo, to .....  
 in cash less advance and cost thereof as per Clause 6.

**Dues and charges**

5. Dues and other charges levied against the cargo shall be paid by the Charterers, and dues and other charges levied against the Vessel shall be paid by the Owners. *Port Utilization tax on freight and/or cargo if any, to be for Owners' account. Brazilian Merchant Marine Renewal Tax, if any to be for Owners' account.*

**Freight advance**

6. Cash for Vessel's use, if required, not exceeding one third of the calculated amount of freight, shall be advanced against Master's receipt at the port of loading, subject to 3 percent to cover interest, commission and cost of insurance.

**Cancelling**

7. The Charterers shall have the option of cancelling the charter-party if the Vessel be not ready to load on or before the cancelling date as per Clause 1. If, when the Vessel be ready to leave her last port of call (whether a discharging port or not), the Owners inform the Charterers by telegram that she cannot reach the loading port on or before the cancelling date, the Charterers shall declare by telegram within 36 running hours, Sundays and holidays excluded, from the receipt of such notice whether or not they cancel the charter-party.

***Arrival Telegrams***

8. On sailing from the last port for Tubarao and/or Vitoria the Owners or the Master shall telegraph the expected time of arrival (ETA) 36 running hours, Sundays and holidays excluded to VALERIODOCE RIO and as per clause 44....., and the same also fifteen (15) days, eight (8) days, forty eight (48) hours and twenty four (24) hours prior to Vessel's expected arrival at loading port and to receive 96/72 and 48 hours ETA notice stating exact quantity to be loaded.

***Loading Notice of readiness  
Commencement of laytime***

9. The laytime shall commence ..... three (3) hours after notice of readiness has been given to the Shippers or their Agents at the port of loading even if vessel already on demurrage. Such notice ..... may be tendered after arrival during or outside official office hours, Saturdays, Sundays and Holidays included, whether customs cleared or not, whether in free pratique or not, whether the Vessel is at or off the port, in berth or not. If the loading to be commenced earlier, laytime shall count half from actual commencement. If Vessel after berthing is not found ready in all respects, the actual time lost until she is in fact ready, not to count as laytime.

***Loading time***

10. The Vessel shall be loaded in regular turn, with all other Vessels of the same type of iron ore. Laytime for loading and discharging shall be no more than see clause 80 three (3) running days of 24 hours, weather permitting, Saturdays, Sundays and Holidays included. Any time lost in trimming, where Shipper awaits Master's instructions, not to count as laytime. In case loading has to be interrupted due to reasons of the responsibility of the Vessel, such time lost shall not count as laytime.

***Cost of loading***

11. The cargo shall be loaded and well trimmed by the loading conveyor belt(s) free of any risk, liability and expense whatsoever to the Owners, any extra trimming required by the Owners shall be for their account.

***Shifting cost***

12. If the Vessel is required to load at more than one berth, shifting costs other than Vessel's, Officer's and Crew's overtime shall be for Shipper's account and time to count.

***Agents***

13. At port of loading the Master shall apply to and employ ..... .... as Agents, paying the customary fees.

***Tug boats***

14. At port of loading the Vessel shall employ, if necessary, tug boats belonging to Messrs. VALE DO RIO DOCE

***Discharge Notice of readiness  
Commencement of laytime***

15. No Turntime at discharging port to appy for GHENT (Sidmar berth) only. The laytime shall commence ..... hours after when the Vessel is in every respect ready to discharge and notice of readiness has been given to the Consignees or their Agents ..... during office hours whether the Vessel is at or off the port and in berth or not. If the discharge be commenced earlier, laytime shall count from actual commencement. Any time lost because of the Vessel having to wait at or off the port for a berth shall count as laytime used in discharging.

***Discharging time***

16. The cargo shall be discharged, weather permitting, in no more than ..... running days of 24 hours, Sundays and holidays and time between ..... excepted unless used.

***Cost of discharging******Shifting cost***

17. The cargo shall be discharged free of any risk, liability and expense whatsoever to the Owners.

***Agents***

18. If the Vessel is required to discharge at more than one berth, shifting costs other than Vessel's, Officer's and Crew's overtime shall be for Charterer's account and time to count.

***Demurrage***

19. At port of discharge the Master shall apply to and employ ..... .... as Agents, paying the customary fees.

20. Demurrage shall be paid by the Charterers at the rate of US\$ 0.07 ..... per ton loaded for up to 50 000 tons and US\$ 0.04 per ton loaded for above 50 000 tons per day or pro rata for part of a day.....

***Right to average******Overtime***

21. Charterers to have the right to average the days allowed for loading and discharging

***Bad weather***

22. The Charterer or their Agents shall have liberty to require discharging outside ordinary working hours and on Sun- days and/or holidays, the Charterers paying all overtime expenses. Of such overtime at discharging port as may be ordered by port authorities 50 per cent shall be paid by the Charterers and 50 per cent by the Owners. Overtime earned by the Officers and Crew during discharging of the cargo shall always be entirely for Owners account.

***Repairs of damage***

23. The Master shall cover at Owner's expense the hatch of each hold as soon as the loading into it has finished and, if the weather be wet, all hatches when the loading or discharging has finished for the day. He shall also during rain and snow cover all hatches not actually in use for loading or discharging.

24. Time reasonably required to complete repairs of loading and/or discharging damage, if any, for which the Vessel is not responsible, shall count as laytime used in loading or discharging as the case may be.

***Lighterage***

25. Lighterage, including all expenses connected with lightening but excluding Owner's matters during call at Terneuzen or Everingen if required by the Charterers, shall be for their account and time used shall count.

**Deviation**

26. The Vessel shall have liberty to call at any ports en route to sail with or without pilots, to tow and to be towed, to assist Vessels in distress and to deviate for the purpose of saving life and/or property or for bunkering purpose or to make any reasonable deviation. Any such movement shall not be deemed an infringement of this charter-party and the Owners shall not be liable for any loss or damage resulting therefrom.

**Excluded ports**

27. The Vessel shall not be ordered to nor bound to enter any port where fever or epidemics are prevalent or to which the Master, Officers and Crew
  - a) by law are not bound to follow the Vessel. If, for any of the above reasons, the Vessel is unable to enter the loading port, the charter-party, or if the charter-party is for more than one voyage, the voyage in question shall be considered cancelled.
  - b) Should a quarantine be declared affecting the port of discharge prior to Vessel's entering, the Charterers shall request the Owners to order the Vessel to another port named herein or within the range specified herein where she can safely discharge, such orders to be given within 36 hours, Sundays and/or holidays excluded, after the Master or the Owners have given notice to the Charterers of the quarantine at the port of discharge. If the Charterers cannot arrange safe discharge at a port named herein or within the range specified herein, they shall have the option of requesting the Owners to order the Vessel to another port and 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 between the substituted port and the port named herein or within the range specified herein exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port shall be increased in proportion. If the Charterers fail to arrange a substitute port or to give orders within 36 hours, Sundays and/or holidays excluded, as stated above, the detention, if any, to be for their account.
  - c) If the Vessel has already entered the loading or discharging port, detention by quarantine only on the Vessel shall not count as time used. In case of detention in the loading or discharging port caused by epidemics ashore, unless the Vessel is already on demurrage, half demurrage caused by these epidemics shall be paid by the Charterers.

The Charterers, however, shall not be responsible for damages caused by the fact that the Owners cannot deliver their Vessel within laydays under a following contract.

28. The Master shall sign Bills of Lading without prejudice to this charter-party. The Charterers shall indemnify the Owners if the Owners are held liable under the Bills of Lading in respect of any claim for which the Owners are not liable towards the Charterers under this charter-party.

29. Notwithstanding anything herein contained no absolute warranty of seaworthiness is given or shall be implied. The Owners, in all matters arising under or affecting this contract, shall be entitled to the like rights and immunities as are contained in Article IV of the Hague Rules dated Brussels, August 25th, 1924, the term "carrier" in the said Article being taken to mean Owners.

30. Time lost by reason of cases of Force Majeure, war, insurrection, civil commotion, political disturbances, floods, landslides, frost, stoppage on railway, whether partial or total on river, canal, quay, wharf, jetty, rope or cable way; at loading or discharging plants and equipment, lack of trucks, stoppage of miners or workmen or other hands connected with the mining or handling of the cargo, breakdown of machinery at the mines, whether partial or general, or by reason of any cause of whatsoever kind or nature beyond the control of the Charterers or their agents, supplying, loading, discharging or conveying the cargo from the mines to the vessel, shall not be computed in the loading or discharging time unless the vessel is already under demurrage. If a case such as above should last longer than 72 hours, clauses 38 to come into force.

31. The Owners shall have a lien on the cargo for any amount due under this charter-party and necessary costs of re-covering same.

The Charterers shall remain responsible for any amount due to the Owners under this charter-party.

32. Any extra insurance on cargo on account of Vessel's age and/or flag and/or class shall be for Owner's account.

33. In case of ice preventing the Vessel from reaching or entering the port of discharge the Vessel shall have liberty to proceed to a near accessible port (within the same range if possible) as ordered by the Receivers and there deliver the cargo according to the terms of the charter-party. Unforeseen detention shall be for Charterer's account.

34. The Owners shall have liberty to substitute a Vessel of the same class or condition and of similar size, type and the same laydays and the same cancelling date on giving due notice hereof to the Charterers.

35. 1. The Master shall not be required or bound to sign Bills of Lading for any blockaded port or for any port which the Master or the Owners in his or their discretion consider dangerous or impossible to enter or reach.

2. A) If any port of loading or discharge named in this charter-party or to which the Vessel may properly be ordered pursuant to the terms of the Bills of Lading be blockaded or
  - B) if owing to any war hostilities, warlike operations, civil war, civil commotions, revolutions, or the operation of international law
    - a) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the Master or the Owners in his or their discretion dangerous or prohibited or

b) it be considered by the Master or the Owners in his or their discretion dangerous or impossible for the Vessel to reach any such port of loading or of discharge --- the Charterers shall have the right to order the Vessel or the cargo or such part of it as may be affected to be loaded or discharged at any other safe port of loading or of discharge within the range of loading or discharging ports respectively established under the provisions of the charter-party (provided such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in Master's or Owner's discretion dangerous or prohibited). If there is no range of loading ports agreed, this charter-party to be considered cancelled for the voyage in question. If part cargo has already been loaded and no range of loading ports being agreed 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, such cargo to be properly separated from Charterer's cargo at Owner's risk and expense.

If in respect of a port of discharge no orders be received from the Charterers within 48 hours after they or their Agents have received from the Owners a request for the nomination of a substitute port, the Owners shall then be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions of the charter-party or not) and such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharging ports established under the provisions of the charter-party, the charter-party shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the Vessel discharges the cargo at a port outside the range of discharging ports established under the provisions of the charter-party, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat shall be paid by the Charterers or cargo owners. In this latter event the Owners shall have a lien on the cargo for all such extra expenses.

3. The Vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any other wise whatsoever given by the government of the nation under whose flag the Vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having, under the terms of the war risks insurance on the Vessel, the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations, anything is done or not done such shall not be deemed a deviation.

If by reason of or in compliance with any such direction or recommendation the Vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading the Vessel may proceed to any safe port of discharge which the Master or the Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment and the Owners shall be entitled to freight as if discharge has been effected at the port or ports originally designated or to which the Vessel may have been ordered pursuant to the terms of the Bills of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by the Charterers and/or cargo owners and the Owners shall have a lien on the cargo for freight and all such expenses.

- a) 36. In the event of war involving the two or more of the following countries, namely.....  
.....  
or the country of the flag of the Vessel, either party to have the right to cancel this charter-party
  - b) If a world war breaks out or a situation arises that is similar to a world war, either party shall have the right to cancel this charter-party.
37. General average shall be adjusted, stated and settled according to the York-Antwerp Rules 1950.
  38. Neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or delaying the fulfilment of any obligations under this contract.

If there is a strike or lock-out affecting the 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 or 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 contract.

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, such cargo to be properly separated from Charterer's cargo at Owner's risk and expense.

If there is a strike or lock-out affecting the discharge of the cargo on or after Vessel's arrival at or off the port of discharge and same has not been settled within 48 hours, the Receivers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half

## War clause

## General average "Gencon" general strike clause

**Loading and discharging  
Grab clause**

**Brokerage**

**Jurisdiction  
Arbitration**

**Notice to the Masters**

demurrage after expiration of the time provided for discharging, or of ordering the Vessel to a safe port where she can safely discharge without risks 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 Bills 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 of the substituted port exceeds 100-nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.

39. Vessel to be guaranteed suitable for grab-discharge. If any cargo is loaded in tweendecks, deeptanks or bunkers, any extra trimming etc. incurred for cargo not accessible to grabs and any time lost in loading and discharging to be for Owner's account. Deeptanks, tunnels and all other provisions within Vessel's holds to be sheltered against damages by Receivers' grab-discharging, failing which, Owners to be responsible for any consequences.

40. A commission of ..... per cent on the gross amount of freight and deadfreight *and demurrage* under this Charter-Party is payable by the Owners to .....

.....  
on shipment of the cargo.

41. This contract shall be governed by ..... law.

42. Any disputes arising under this contract shall be settled by arbitration in ..... in accordance with the arbitration law and procedure prevailing there.

43. Vessels are to have sufficient ballast pump capacity in relation to loading capacity. Time eventually lost due to insufficiency of such capacity shall not count as laytime.

*ADDITIONAL CLAUSES 44 TO 81 BOTH INCLUDED AS PER ATTACHED SLIPS, ARE DEEMED TO BE FULLY INCORPORATED IN THE PRESENT CHARTER - PARTY AND TO APPLY.*

THE OWNERS:

THE CHARTERERS:

## **ADDITIONAL CLAUSES**

### **Clause 44**

Master/Owners shall telegraph expected time of arrival (E.T.A.) 10/8/7/5 days and 96/72/48/24 hours prior to vessel's arrival at loading port to:

- Sidmarstaal Ghent
- Agents at loading port

The 48 hours notice shall state the exact quantity to be loaded.

Master/Owners shall with 8 days notice inform seller about vessel's cargo plan and provide following details:

- arrival and departure drafts
- air draft (distance from waterline to the top of the hatchcoamings)
- amount of ballast on arrival and, if in cargo holds, how distributed
- time required for deballasting after berthing
- loading sequence
- information whether a "gas free" certificate is required or not.

On sailing from loading port, Master to cable to :

"SIDMARSTAAL GHENT" exact time of sailing, quantity, discharging sequence basis 2 cranes, E.T.A. discharging port and arrival draft, E.T.A. also to be repeated 72/48/24 hours prior arrival date.

Tonnage to be lightened at Terneuzen down to 40'2" fresh water to be advised by Master on leaving loading port and to be confirmed 96/48 hours prior arrival. E.T.A. discharging port also to pass on to Messrs. OVET TERNEUZEN .

### **Clause 45**

Extra insurance, if any, due to vessel's age, flag or nationality, to be for Owners' account. Vessel to be maximum 20 years old.

If over 18 years, Owners to provide necessary certificate(s) allowing vessel to pass Brazilian Harbour Authorities' survey. Any time lost due to disputes with Brazilian Harbour Authorities or similar due to non compliance of the requested certificate(s), not to count as laytime and all costs/consequences involved to be for Owners' account.

Further, Owners / Master to give the official required notices to the Brazilian Authorities in order to perform the required survey. In case of failure, and shippers are not allowed to start loading due to the above, all waiting time not to count as laytime.

### **Clause 46**

At loading and discharging port, Owners to pay customary agency fee.

### **Clause 47**

Prior vessel's arrival Owners shall provide the necessary funds in local currency to cover vessel's disbursements at loading and discharging port, including costs for tug boats.

### **Clause 48**

Captain to remain responsible for proper stowage.

### **Clause 49**

The ship will vacate the discharging berth immediately after discharging has been completed, if not, Owners will reimburse the Charterers for any losses including demurrage paid by them to the Owners of the waiting ships, cases of "force majeure" excluded.

### **Clause 50**

The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading dated Brussels, 25th August 1924, shall apply to this contract.

The carrier and the Charterers are entitled to the benefit of all privileges, rights and immunities contained in such enactments as if the same herein specifically set out.

A part of this clause shall not release the shipowner from his obligation under the warrants contained in clause no 2.

### **Clause 51**

The vessel to supply all required data and correction tables and scale in order to allow exact measurements of the discharged cargo at destination by the surveyor, appointed by the Receivers, Master to give full cooperation to facilitate the said survey.

### **Clause 52 : GRAB DISCHARGE AND STEVEDORES DAMAGES CLAUSE .**

Stevedores, at both ends, although appointed and paid by the Charterers, shall be deemed to be servants of the Owners for all purposes and Charterers not to be responsible for their negligence or default. Charterers not to be liable for any damage to the ship unless first registered in writing with specific details of damage within 24 hours of occurrence of damage or, as soon as possible thereafter, with Charterers or their Agents at port concerned.

Vessel to supply also free use of lights as on board, if required.

Vessel to be a gearless singledecker/bulkcarrier equipped with side rolling hatchcovers and suitable for grab discharge and no cargo to be loaded in deeptanks, if any.

Any expenses by discharging the cargo from places inaccessible to Receivers mechanical grabs and time lost thereby to be for Owners' account.

Cargo battens, if any, to be removed before loading in Owners' time, otherwise Charterers not to be responsible for broken cargo battens.

Any extra expenses in discharging incurred by unprotected tunnels, ballast tanks, open brackets, bilges, cargo battens, etc. ... for Owners' account and Charterers not to be responsible for any damage by grabs thereto.

Furthermore, eventual damage to Australian holdladders, if any, to be for Owners' account. Any damage by Stevedores to be settled direct between Owners and Stevedores, but Charterers to assist Owners in obtaining settlement, if necessary. If Owners are unable to recover Stevedores damages from Stevedores, Charterers to remain ultimately responsible for payment for damages, provided stevedores' responsibility has been proven .

Furthermore, vessel to be adequately protected, fit, suitable, and accessible for the use of grabs and mechanical discharge equipment, amongst others no protruding hindrances whatsoever on the bottom of the lowerhold to be in the way, such as lashing eyes, container fittings, manhole covers, etc., failing which the stevedores cannot accept liability for eventual damage caused to the ship or to the discharge equipment.

All damage to the discharge equipment resulting from the non-observance of this clause will be billed to the Owners.

Owners to allow charterers to put bulldozers into the holds at discharging port for cleaning ship's holds provided weight of same do not exceed vessel's tank top strength.

### **Clause 53 : ITF OR EQUIVALENT CLAUSE .**

Owners to observe any rules and regulations with regard to the performing vessel's nationality and crew salaries etc. , in both loading and discharging port . Any time lost due to disputes with local labour organizations or similar due to the above , not to count as laytime and all cost involved to be for Owners' account.

Vessel has to be with respect to measurement, class and flag in possession of current ITF certificate or equivalent acceptable to ITF .

**Clause 54**

The Charterers shall exercise due diligence with regard to the selection and/or provision of safe port and berth but shall not be under any liability in connection therewith if such due diligence has been exercised.

**Clause 55**

Opening and closing of hatches : no vessel will be considered as ready to load respectively discharge if her hatches have not been opened, free of expenses to the Charterers and holds cleared of board and in condition to receive the cargo respectively deliver the cargo, except if local regulations do not permit this to be done by Crew, in that case Charterers' time and expenses.

**Clause 56**

Should the vessel tender notice of readiness earlier than 00.00 hours on first layday, time at loading will only count earliest 12 hours after commencement of the first layday, unless used, when actual time used to count as half time.

**Clause 57**

P & I Bunker Clause and Chamber of Shipping War Risk Clauses 1, 2 and 3 are deemed to be incorporated in this Charter Party. All Bills of Lading issued under this Charter Party shall contain the U.S. Paramount Clause, the New Jason Clause and the New Both-to-Blame Collision Clause.

**Clause 58**

Owners to have vessel's cargo holds swept and cleaned and ready for the cargo before notice of readiness can be given at loading port.

**Clause 59**

Fixture to be kept strictly private and confidential within the channel of the parties involved.

**Clause 60**

At Terneuzen, time to count from arrival of vessel at Terneuzen Roads or Everingen Roads. Charterers undertake to lighten the vessel at Terneuzen Roads or Everingen Roads down to a safe draft to proceed to Ghent and there safely discharge, always afloat. Tonnage to be lightened at Terneuzen: down to 12.25 m fresh water. In case charterers will appoint a certified surveyor, tonnage will be lightened down to 12.50 m fresh water. Such lightening is to be at Charterers' risk and expenses and time to count. Time shifting from pilot station to Terneuzen Roads or Everingen Roads and from Terneuzen Roads or Everingen Roads to ultimate discharging berth is not to count.

**Clause 61**

Freight

=====

85 % (eighty-five percent) of freight payable within 6 banking days after signing and releasing Bills of Lading weight marked "Freight payable as per Charter Party", less commission.

Freight deemed fully earned as cargo loaded on board discountless and non-returnable ship and/or cargo lost or not lost.

Balance is payable after right and true delivery of the cargo, less despatch, if any and plus demurrage, if any and after Owners' submission of final freight account accompanied by the usual necessary documents such as statements of Facts, Time Sheet and copy of Notice of readiness both ends. Original

freight invoice, excluding demurrage / depatch but including commission to be send by Owners to Charterers within 10 days after vessels' sailing from the loading port.

Prior vessel's arrival owners / disponent owners shall provide necessary funds in local currency to cover vessel's disbursements at loading/discharging port, including costs for tugboats. If no sufficient funds have been received before vessel's arrival at loading and discharging port, charterers have the right to deduct the estimated port expenses from the oceanfreight.

Freight to be teleremitted to :

Freight transfer costs and banking costs to be for Owners' account freight

### **Clause 62**

Vessel's description :

### **Clause 63**

Intermediate draft checks, if any, asked for by Master/vessel to be for Owners' account and time not to count however, this provision not being applicable to the lightening at Terneuzen.

### **Clause 64**

Vessel to load in ALL holds.

### **Clause 65**

Vertical hold ladders and Australian hold ladders, if any, must be in a good and safe condition. If, due to the bad or unsafe condition of the hold ladders (vertical and/or Australian), safe access to the holds is not possible, all costs and consequences arising from this, to be for Owners' account. Damage to Australian holdladders, if any, to be for Owners' account.

### **Clause 66**

If vessel would be running late, Charterers will advise Owners within 24 hours after having received Owners' advice whether they intend to maintain the vessel or not.

### **Clause 67**

Vessel is able to load both at the Ilha Guaiba terminal and the Ferteco Terminal without any extra expenses for charterers' account.

### **Clause 68 : GASFREE CERTIFICATES .**

All cargo holds and other compartments to be gasfree . In case vessel carries slops in sloptanks, will only receive permission for grab discharge , if such slops are adequately topped off with inert gas .

Gasfree certificates to be presented to Agents before commencement of loading respectively discharging . All consequences and loss of time for not complying with these conditions to be borne by Owners .

### **Clause 69**

The owners shall have the liberty to substitute the vessel with a similar vessel provided that such substitute vessel's main particulars and loading position shall be similar to the originally nominated vessel. The substitution shall always be subject to charterers prior approval, which is not to be unreasonably withheld. The Owners under this Charter-Party shall always remain responsible to the Charterers for the due fulfillment of this Charter-Party.

Within 24 hours SSHEX of receipt of such nomination, charterers are to reconfirm or reject the substituting vessel.

At least 8 days prior first layday Owners to nominate performing vessel, failing which Charterers have the right to cancel the voyage.

### **Clause 70 : Vessel's accessibility during stay at Sidmar berth.**

\* A gangway shall be placed and accessibility to be safe and secure at all time.

\* In default of above all loading/discharging operations will be stopped and all costs involved will be at vessel's account, and time lost will be for vessel's account.

\* No people from Sidmar or dockers will board the vessel without safe gangway.

### **Clause 71**

In order for vessels to operate in Brazilian waters, the Naval Authorities DPC)0 have determined that all ships must be manned by qualified and licenced officers/crew duly certified for respective ranks/functions in accordance with the International Convention STCW-78.

In this connection, Master must issue a declaration that all officers/crew are duly licenced for each respective rank/function and must list same with relative details in accordance with the International Convention STCW-78.

The non-compliance with the aforementioned rules will impede the vessel to operate in Brazilian Waters until same is adequately manned by qualified and licenced seamen.

### **Clause 72 : FREE WATER DRAINAGE CLAUSE FOR IRON ORE LOADING**

Twice daily during laden passage, vessel is to pump all bilge wells until dry. Soundings are to be taken from all bilge wells before and after pumping. Master is to record soundings and quantities of free water collected. During discharge vessel to continue stripping free water to slop tanks, if fitted, or overboard, if local regulations permit.

Master to provide tonnage estimates of free water extracted with all ETA messages. A full drainage report, indicating all quantities pumped out on a day by day basis, to be send 48 hours prior arrival at Ghent. The final drainage report to be handed over by the master to our agency on arrival Ghent. Should there be any problems (technical, mechanical,..) during the laden passage which affect the pumping of the bilges, the master is to notify Sidmar agency immediately.

Freight to be calculated/paid basis Bill of Lading weight and disclosure of free water drained from iron ore has no effect on method of calculating/paying freight. Complete instructions to be provided to Master in voyage orders. Costs for all above to be for Owners' account.

### **Clause 73 : BIMCO STANDARD ISM CHARTER PARTY CLAUSE**

From the date of coming into force of the International Safety Management (ISM) code in relation to the vessel and thereafter during the currency of this charterparty, the owners shall procure that both the 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 charterparty, 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.

**Clause 74**

Charterers' questionnaire to be incorporated in this charter-party. Charterers to accept or reject the vessel within 24 hours sshex, after receiving a duly completed and signed copy of Charterers' questionnaire from the Owners.

**Clause 75**

Charterers have the right to perform, at their time and expense, a special draft survey during lightening at Terneuzen or Everingen Roads. Owners will provide Charterers in due time with the requested information, as per attached two pages. These two pages are fully incorporated in this Charter-Party.

**Clause 76**

Vessel is requested to moor portside at port of Discharging (Ghent)to facilitate discharging operations.

**Clause 77**

Sidmars berth can accomodate vessels with a max. LOA of 265 m, max.beam 34 m and max. draft of 12,25 m fresh water.

**Clause 78 : REPAIR CLAUSE**

In case the vessel has to undergo repairs at the sidmar berth that will interfere with loading or unloading of the vessel or interfere with the arrival or departure of other vessels and repairs are being arranged without the mediation of the Sidmar agency, the party ordering these repairs has to inform the repair company that before boarding the vessel, the principal of the repair gang has to present himself personally at the dispatch office of the berth. In order to give Sidmar Stevedores the opportunity to secure the safety whilst executing the repair job, the principal has to give a clear explanation of the nature of the works to be executed both on board of the vessel or in the water alongside the vessel. If the repair company fails to act according to this instruction, Sidmar will not be liable in case of any accidents.

**Clause 79 : UNUSUAL SHIFTING / RESHIFTING CLAUSE.**

Any time lost because of the vessel having to wait for first suitable tide to reach and enter the port shall not count as laytime . Tide and nautical risk in loading and discharging ports always to be for Owners' account irrespective of the quay's being occupied or not , vessel upon arrival discharging port on demurrage or not , except in case of exceptional circumstances .

The Owners accept the circumstance when their vessel is waiting for suitable tide at discharging port loses her turn to the benefit of another less deep drafted ship , whenever this would suit Charterers better , under the condition, however , that the counting of the laytime remains in force as agreed .

It is to be understood , waiting berth / place , if any , not to be regarded as loading or discharging berth , but time for waiting to count as laytime . Time , risk and expenses for shifting from waiting berth / place to the first loading respectively discharging berth to be for Owners' account, vessel on demurrage or not .

If vessel ordered to wait outside the harbour area on account of loading/discharging quay not available , then vessel may tender notice by radio at the time when she would have been able to proceed from such waiting place to loading / discharging quay theoretically , vessel on demurrage or not . Should the vessel after berthing be not ready in all respects , time lost from the time vessel is prove that vessel is not ready until she is in fact ready , not to count as laytime .

If vessel is unable to deballast at a fast enough rate , loading is stopped or slowed down , all time lost not due to shipper's fault, is not to count as laytime and Charters are to have the option of ordering the vessel to the nearest anchorage at Owners' expense to wait until she is in all respects ready to receive

the cargo or to discharge , as the case may be, without further stoppages or slow down in the loading / discharge rate .

### **Clause 80 : FREIGHT**

Freight to be paid as per clause 61 at the rate of :

Total time allowed for loading and discharging :

### **Clause 81 : LIGHTS ON BOARD**

Vessel must have sufficient lights on board to lighten minimum 4 holds at the same time during the discharging / loading / lightening operations.

Vessel must also have sufficient lights on board to lighten the complete deck surface during the discharging / loading / lightening operations.

Vessel to supply the lights , when required , day and night , free of expenses to the charterers .

All connections on deck must be in good working condition . If not and if no sufficient light on deck or in the holds owners to be responsible for all costs, time lost and all other consequences arising from this.

### **Clause 82 : ISPS CLAUSE**

- A. Specific items to be inserted in the Charter Party's article defining the Performing Vessel:  
As from the date of its coming into force in relation to the Vessel, the performing Vessel shall comply at all time 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 in particular to those related to the International Ship Security Certificate, Continuous Synopsis Record and the Ship Security Plans as defined in the ISPS Code.

OPTION if need be having regards to the relevant Charter Party's provisions: if the Vessel fails to comply with any of said requirements, the Vessel shall not be considered as ready for berthing and laytime shall consequently not commence to count until the Vessel fully complies with the above stated requirements and is ready in all respects to load/discharge at the intendend berth.

- B. Specific provisions to be inserted in a Charter Party's article dealing especially with the ISPS Code:
1. As from the date of the coming into force of the ISPS Code in relation to the Vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISPS Code) shall comply with the requirements of the ISPS Code relating to the Vessel and "the Company".  
At the time of the Vessel's nomination, the Owners shall provide the Charterers in writing with (i) a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) as well as (ii) the full contact details of the Company Security Officer (CSO).  
Except as otherwise provided in this Charter Party, any loss, damage, expense or delay, excluding consequential loss, caused by failure on the part of the Owners or "the Company" to comply with the requirements of the ISPS Code or this clause shall be for the Owners' account.
  2. upon prior request of the CSO and the Ship Security Officer (SSO)/Master, the Charterers shall provide with their full contact details and any other information the Owners require to comply with the ISPS Code.  
Except as otherwise provided in this Charter Party, loss, damage, expense, excluding consequential loss, caused by failure on the part of the Charterers to comply with this clause shall be for Charterers' account and any delay caused by such failure shall be compensated to the Owners at the demurrage rate.
  3. Notwithstanding anything else contained in this Charter Party any additional costs or expenses

whatsoever directly and 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 including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the account of the party that nominated the berth, unless such costs or expenses result from the Owners' negligence.

All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

4. 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.
  
- C. Specific provision to be inserted in the Charter Party's article dealing with safe port/berth:  
Owners shall ensure that the nominated (un)loading berth(s)/port(s) nominated under this Charter Party complies with all requirements of the ISPS Code and acknowledge said nominated berth(s)/port(s) as safe.