

**ALCOA WORLD ALUMINA  
STANDARD VOYAGE CHARTER PARTY  
(PART 1)**

December 2002

1. Place and Date of Agreement Geneva PROFORMA	PERTH, WESTERN AUSTRALIA
2. Owner/Disponent Owner/Time Charter Owner (delete as applicable) ,	13. Vessel Name(s) (Cl. 1, 8, 10 & 19)
3. Charterers/Shippers ,	14. Sailing From and ETD
4. Cargo (Cl. 18) (State commodity, quantity, margin percentage and in whose option, and whether being shipping in bulk or otherwise).	15. Estimated Readiness to Load
5. Loading Port(s) (Cl. 2)	16. Description of Vessel(s) (Cl. 1, 8, 10 & 19)
6. Opening Layday (Cl. 18 & 24)	
7. Cancelling Date (Cl. 18 & 24)	17. Agents at Load Port(s) (Cl. 4)
8. Loading Rate(s) (Cl. 7)	18. Agents at Discharge Port(s) (Cl. 4)
9. Discharging Port(s) (Cl. 3)	19. Notices at Load Port(s) (Cl. 5)
10. Discharging Rate(s) (Cl. 7) (Including excluded periods)	20. Notices at Discharge Port(s) (Cl. 5)

11. Freight Rate(s) Including Payment Terms (Cl. 15)	21. Demurrage Rate (Cl. 14)
12. Freight Payable to (Owners full banking details)	22. Despatch Rate (Cl. 14)
23. Additional Clause(s)	
24. Commission Applicable	

It is hereby mutually agreed that this Charter Party shall be performed subject to the Conditions in the Charter Party consisting of Parts 1 and Part 2 (Pages 1-13 inclusive), plus Appendix 1 and 2.

Signature (Charterers)	Signature (Owners)
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1 **IT IS THIS DAY MUTUALLY AGREED as per Box 1 between the OWNER, DISPONENT OWNER OR TIME CHARTERED**  
 2 OWNER referred to in Box 2, Owners of the VESSEL named in Box 13 (collectively referred to as 'Owner') and  
 3 ....., (collectively referred to as 'Charterer') as follows:

#### 1. VESSELS CONDITION AND ELIGIBILITY TO TRADE

7 Owners warrant that the vessel(s) nominated are tight, staunch and strong, in class, and in every way fitted for the  
 8 voyage, with her hull, machinery and equipment in a thoroughly efficient state and with a full and efficient  
 9 complement of Master, Officers and Crew, insofar as the foregoing conditions can be attained by the exercise of due  
 10 diligence. Owners further warrant that the vessel is eligible for trading to the port(s) and place(s) specified for the  
 11 voyage and at all times shall have on board all certificates, records and other documents required for such trading.  
 12 Owners are also to ensure that the vessel complies in all respects with restrictions and statutes for the countries  
 13 and/or ports traded during this charter.

15 The vessel shall comply with all Commonwealth of Australia Navigation Orders/Regulations in particular but not  
 16 limited to, Marine Orders Part 32 (Cargo and Cargo Handling Equipment and Safety Measures) which govern the  
 17 vessel(s) hold and crane ladders as well as vessels cargo handling equipment, and Marine Orders Part 23  
 18 (Equipment -Miscellaneous and Safety Measures) which govern gangways. Should the vessel not so comply then  
 19 responsibility for any modification shall be at Owners risk and time shall not count nor demurrage accrue during the  
 20 period of such delay and any extra proven expenses incurred, including cost of labour ordered and not used, to be for  
 21 Owners account

23 From the date of coming into force of the International Safety Management (ISM) Code in relation to the vessel(s)  
 24 and thereafter during the currency of this Charter Party, the Owners shall procure that both the vessel(s) and  
 25 Company (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request Owners  
 26 shall provide Charterers with a copy of the relevant Document Of Compliance (DOC) and Safety Management  
 27 Certificate (SMC). Except as otherwise provided for in this Charter Party any loss, damage, expense or delay caused  
 28 by failure on the part of the Owners or the Company to comply with the ISM Code shall be for Owners account.

30 Vessel is classed Lloyd's 100A1 or equivalent (as per Institute Classification Clause) and Owners guarantee that  
 31 such classification will be maintained during the entire duration of this Charter Party. Should this classification not  
 32 be maintained during the specified period then Owners to be liable for any and all extra insurance penalties or  
 33 assessments directly resulting from the fact that the vessels guaranteed classification has not been maintained.

#### 2. PORT OF LOADING

37 The vessel(s) shall proceed with all convenient speed to the port of loading as designated in Box 5 and there load  
 38 always afloat from ashore as directed by Charterers, or their designated representative the cargo as designated in  
 39 Box 4.

41 Cargo to be loaded from the Alcoa North Berth (Alumina) with the following restrictions:

- 43 (a) Maximum LOA.....200.00 Metres
- 44 (b) Minimum LOA .....120.00 Metres
- 45 (c) Maximum Beam .....30.50 Metres
- 46 (d) Minimum Beam .....20.00 Metres
- 47 (e) Maximum Draft.....10.97 Metres
- 48 (f) Maximum Ship Side To Hatch.....7.92 Metres

50 Owners/Master are to comply with the relevant requirements as contained in the Port Information/Kwinana Terminal  
 51 Booklet as published by Alcoa of Australia including acceptance and completion of the documentation contained  
 52 therein.

54 Notwithstanding the limitations as outlined in the Alcoa Port Information/Kwinana Terminal Booklet, it is  
 55 Owners/Master responsibility to get under and stay under the load facility during loading operations and to sail on  
 56 prevailing draft. Any consequences of the vessel(s) being unable to get under and stay under the loader (including  
 57 but not limited to de-ballasting and re-ballasting), time so lost/used shall not count as laytime nor as time on  
 58 demurrage.

60 Pre-loading survey is normally undertaken at anchorage ahead of vessels berthing. Launch hire for surveyor to be  
 61 for Owners account with cost of survey to be for Charterers account.

63 No vessel/hold cleaning whatsoever will be conducted alongside Alcoa's loading berth.

#### 3. PORT OF DISCHARGE

67 Upon completion of loading the vessel(s) shall proceed at normal service speed to the port(s) of discharge as  
 68 designated in Box 9 and there deliver the cargo always afloat, ashore and/or alongside other vessel(s) and/or craft(s)  
 69 as directed by Charterers or their designated representative (see also Clause 28).

#### 4. AGENTS

73 (a) Load Port(s)

75 Agents at the port(s) as per Box 17 to be nominated by Charterers but appointed by Owners with customary  
 76 fee for Owners account.

77

78 (b) Discharge Port(s)

79

80 Agents at the port(s) as per Box 18 to be nominated by Charterers but appointed by Owners with customary  
81 fee for Owners account.

82

83 Owners are to make their own arrangements for advances and payment of disbursements to Agents at the port of  
84 loading and discharging. Where the vessel(s) are directly prevented from loading or discharging for failure to comply  
85 with this provision, laytime not to count and demurrage not to accrue.

86

87 **5. NOTICES**

88

89 (a) Load Port(s)

90

91 Owners are to give notices as per Box 19 to the Agents as nominated in Box 17 and **Braemar Seascopes Pty**  
92 **Ltd (E-mail: perth@braemarseascopes.com.au or Facsimile: +61-8-93880537).**

93

94 (b) Discharge Port(s)

95

96 Owners are to give notices as per Box 20 to the Agents as nominated in Box 18 and **Braemar Seascopes Pty**  
97 **Ltd (E-mail: perth@braemarseascopes.com.au or Facsimile: +61-8-93880537).**

98

99 **6. NOTICE OF READINESS**

100

101 (a) Load Port(s)

102

103 After arrival written Notice of Readiness is to be given at the port to Charterers nominated Agent between  
104 the hours of 0900 and 1700 hours any day Sundays and Holidays included of vessel(s) being in all respects  
105 ready to load Charterers cargo and written confirmation received of vessel being completely discharged of  
106 inward cargo and ballast in all her holds.

107

108 Notice of readiness not to be tendered prior to commencement of laydays.

109

110 Notice of readiness to be given in the berth provided it is available. However, if a berth is not available on  
111 vessel(s) arrival off the port due to congestion, the Master will be entitled to tender Notice of Readiness  
112 during business hours 0900 to 1700 hours any day Sundays and Holidays included upon anchoring at the  
113 customary waiting place as designated by the Port Authority for that port and normal time counting  
114 provisions shall apply as per Clause 9(a).

115

116 (b) Discharge Port(s)

117

118 After arrival written Notice of Readiness is to be given at each port(s) between the business hours of 0900  
119 and 1700 hours Monday to Friday, and 0900 to 1200 hours Saturdays (Sundays and Holidays excepted),  
120 that the vessel(s) is in all respects ready to discharge Charterers cargo, is in free pratique and is customs  
121 cleared.

122

123 Notice of readiness to be given in the berth provided it is available. However, if a berth is not available on  
124 vessel(s) arrival off the port(s) due to congestion, then Master will be entitled to tender Notice of Readiness  
125 during business hours 0900 to 1700 hours Monday to Friday, and 0900 to 1200 hours Saturdays (Sundays  
126 and Holidays excepted) upon anchoring at the customary waiting place designated by the Port Authority for  
127 that port(s) and normal time counting provisions shall apply as per Clause 9(b).

128

129 **7. LOADING & DISCHARGING RATE(S)**

130

131 The cargo is to be loaded and discharged free of risk and expense to the vessel by Charterers/Receivers Stevedores  
132 at the average rate as designated in Boxes 8 and 10, excluded periods where applicable always excepted unless  
133 used in which case actual time used to count as laytime.

134

135 **8. HOLD CLEANLINESS/READINESS TO LOAD**

136

137 Prior to commencement of loading the cargo spaces will be inspected to the satisfaction of an independent inspector  
138 appointed and paid by Charterers to ensure compliance with cleanliness specifications.

139

140 Vessel(s) to present with holds/hatchways swept clean, dry, free from loose rust and/or scale, free from smell and  
141 completely free from residue(s) of any previous cargoes and suitable in every respect to receive the intended cargo  
142 to Charterers Surveyors satisfaction, prior to tendering Notice of Readiness with particular attention to the underside  
143 of the steel hatchcovers.

144

145 Any subsequent contamination of cargo whilst on board to be for Owners account except in the case of inherent vice.

146

147 Should the vessel not be ready to load in accordance with definite notice of arrival, weather and unforeseen  
148 circumstances excepted, or to load quantity as declared, Owners will be responsible for all proven expenses incurred,  
149 including but not limited to the disposal of shutout cargo.

150

**9. LAYTIME COMMENCEMENT**

Laytime to be non-reversible.

Calculation of laytime at the load and discharge port(s) shall be based on the weight inserted in the Bill of Lading.

In the case of a proven dead freight claim, time allowed for loading and discharging shall be calculated on the basis of tonnage for which freight is paid and not on the actual quantity loaded or discharged (see also Clause 15).

**(a) Load Port(s)**

Time for loading to commence 12 hours after vessel(s) is ready to load, has passed surveys with written notice given in accordance with Clause 6(a). In case Charterers/Shippers can arrange to load before laytime commences or prior to opening layday, then the Master to allow work to be done with actual time used in loading to count as laytime. If loaded in conjunction with another alumina/hydrate cargo, time waiting for berth to be shared equally between Charterers and Owners.

In the event that a vessel is nominated ahead of laydays to facilitate Charterers discharge port arrival criteria then laytime to start to count as per Charterer Party as if vessel was nominated within laydays.

If due to weather conditions, the vessel is unable to enter the port and occupy the load berth at the time required, time so lost shall not be computed as laytime even if vessel(s) is on demurrage.

If the vessel(s) do not pass the customary surveys, laytime shall cease from the time of failing survey until such time as the vessel has passed the customary survey.

**(b) Discharging Port(s)**

At each port time for discharging to commence from 0800 hours on the next working day after written notice has been given in accordance with Clause 6(b). In case Charterers/Receivers can arrange to discharge before laytime commences, Master to allow work to be done with actual time used in discharging to count as laytime.

Time between excluded periods as per Box 10 always excepted unless used, in which case actual time used to count as laytime.

Time from midnight on a day preceding a Holiday until 0800 hours on the next working day following a Holiday not to count as laytime, unless used in which case actual time used to count as laytime.

**(c) Interruptions to Laytime - Load and Discharge Port(s)**

Where Notice of Readiness has been accepted off the berth(s) and the vessel(s) on entering the port(s) is found not to be ready in all respects to load or discharge Charterers cargo, then time actually lost is not to count as laytime even if vessel is already on demurrage until the vessel is again in the same position and is in all respects ready to perform the services required by Charterers. In the event that the berth is congested then Charterers undertake to survey the vessel at anchorage within a reasonable time after arrival during daylight hours only.

Time taken in shifting from anchorage to Charterers designated load or discharge berth(s) is not to count as laytime even if vessel is on demurrage.

Time used in initial, final and intermediate draft surveys/checks not to count as laytime even if vessel is on demurrage.

Time lost at any time by reason of all or any of the following causes shall not be computed as laytime or as demurrage viz; war, rebellion, tumults, civil commotions, insurrections, political disturbances, epidemics, quarantine, riots, strikes, lock-outs, stoppages of miners, workmen, lightermen, tugboatmen or other hands essential to the working, carriage, delivery, shipment or discharge of the said cargo whether partial or general, or accidents at Shippers/Receivers works and/or yard or wharf, landslips, floods, frost or snow, inclement weather, intervention of sanitary, customs and or other constituted authorities, partial or total stoppage on rivers, canals, roads or railways or breakdown of shore installation and or equipment essential to the loading or discharging of cargo, or any other cause beyond the control of Charterers.

Should the vessel also be precluded from entering port and/or proceeding to the load/discharge berth(s) when required because of inclement weather or tidal conditions then time so lost shall not count as laytime and demurrage not to accrue.

Should the load/discharge berth(s) not be available for whatever reason on arrival and the vessel must wait at the customary waiting place as designated by the Port Authority, any periods of inclement weather or other incidents referred to in this clause would prevent the vessel from working if she had been alongside Charterers/Receivers nominated berth(s) (whether in berth or not), then such time not to count as laytime nor as time on demurrage unless vessel already on demurrage.

**10. GEAR CLAUSE**

Owners undertake to maintain all vessel(s) cranes and guarantee they are in good working order for each loadable hatch. Vessel(s) to provide sufficient power to drive same simultaneously day, night, weekends and Holidays if required, free of expense to Charterers. Owners guarantee that the vessel(s) cranes are capable of loading/discharging with grabs up to a SWL of 15 metric tonnes, otherwise shore gear to be for Owners account. However, if vessel(s) has it's own grabs then same to be made available to Charterers if required, free of expense.

Any time lost due to the breakdown of vessel(s) crane(s) or failure to supply sufficient power will not count as laytime pro-rata according to the total number of cranes available at hatches where the cargo is stowed, even if vessel is already on demurrage. Owners also to provide sufficient lighting on board for working cargo at all times including weekends and Holidays as required, free of expense to Charterers.

Vessel(s) cargo gear and all other equipment shall comply with the regulations of the countries in which the vessel(s) will be employed, and Owners are to ensure that vessel(s) are at all times in possession of valid and up to date certificates of efficiency and safety to comply with such regulations.

If Stevedores, Longshoremen or other workmen are not permitted to work due to the failure of Master and/or Owners Agents to comply with the aforementioned regulations, or because vessel is not in possession of such valid and up to date certificates of efficiency and safety, then time so lost shall not count as laytime, even if vessel is on demurrage and any Stevedore standby time to be for Owners account.

**11. ACCESSIBLE SPACE**

No cargo to be loaded in, or on top of the deep tanks, nor in bridge spaces, nor in any compartments not easily accessible for discharge by means of mechanical grabs, with all cargo to be loaded in the holds only. Should any cargo be loaded in such excepted places as aforementioned, all time lost shall not count even if vessel is on demurrage, and any additional expenses incurred in loading and/or discharging of the cargo to be for Owners account.

**12. OPENING/CLOSING HATCHES**

At the load and/or discharge port(s), vessel(s) crew to perform the opening and closing of hatches in order to prevent damage to the cargo, provided local shore regulations permit.

Vessel(s) to present for loading and/or discharging with hatches open, hatch beams if any removed and suitable in every respect to receive and/or discharge cargo, weather and port regulations permitting.

Opening and closing of hatches always to be for Owners time and expense with laytime not to count unless such job is usually done by the stevedores in which case cost to be for Charterers account.

**13. OVERTIME**

Overtime and other extra expenses connected with same to be paid by the party who orders same, but Crew and Officers overtime always to be for Owners account.

Overtime if ordered by the Port Authorities, to be split 50/50 between Owners and Charterers.

**14. DEMURRAGE/DESPATCH**

Demurrage if applicable, to be paid by Charterers to Owners at the rate agreed as per Box 21 per day or pro rata thereof for all laytime expired.

Despatch if applicable, to be paid by Owners to Charterers at the rate agreed as per Box 22 per day or pro rata thereof for all laytime saved.

Despatch/demurrage for all port(s) shall be settled concurrently with the final freight as per Box 11.

**15. FREIGHT**

All rates of freight are free in/out spout trimmed. Freight to be paid at the rate as agreed in Box 11 and shall be deemed fully earned, discountless, non-returnable vessel and/or cargo lost or not lost, on completion of loading and signing/release of Bill(s) of Lading by the Master, Agents or their representative at the loading port(s).

Any claim for deadfreight shall be supported by an independent Surveyor's report arranged at the expense of the Owner. If such independent survey is conducted after completion of loading, time used shall not count nor demurrage accrue, and any extra expenses incurred by virtue of the vessels departure being delayed shall be for Owners account.

**16. BILL OF LADING**

Bill(s) of Lading weight to be calculated at the loading port by the Master and Shippers surveyor on vessels draft and signed by the Master or his representative as soon as the cargo is loaded.

The Bill(s) of Lading are to be claused "Freight Payable as per Charter Party".

The Master, Owner or authorised Agent are to sign Bill(s) of Lading at such rate of freight as presented without prejudice to this Charter Party but at not less than the chartered rate.

Should Bill(s) of Lading not arrive at the discharge port(s) in time for vessel(s) arrival then the Owners/Master agree to release the entire cargo at the discharge port(s) without presentation of the original Bill(s) of Lading to the party as named by the Charterer upon receipt of Charterers Letter of Indemnity acceptable to the Head Owners P&I Club without a bank guarantee.

## 17. STATEMENT OF FACTS

Master, Charterers or Receivers representatives and vessels Agent to sign Statement of Facts at load and discharge port(s) with each party retaining the right to enter particular notations thereon.

## 18. COA REQUIREMENTS

The requirements under this COA are as per Box 4 with Contract commencing from 01st January 2006 through to 31st December 2006 with Charterers option for a further 12 months (01st January 2007 to 31st December 2007) declarable by 27th November 2006. It is understood that this option enables Charterers to ship similar volumes in the optional year.

### (a) Cargo Nominations

Charterers to provide Owners with firm notice of shipment(s) 30 days in advance of opening laydays at the load port to help facilitate the arrival criteria requested by Receivers at the discharge port(s) without guarantee and unforeseen circumstances excepted, which Owners will use best endeavours to meet but without guarantee.

Laydays to be of a 10 day spread.

### (b) Shipment Sizes

Individual shipment sizes will be (indicative only and subject to change):

2 x 6,000 metric tons -Port Klang  
4 x 6,500 metric tons -Sriracha  
2 x 6,300 metric tons -Kohsichang

Total indicative quantity: 50,600 metric tons

Charterers to have an option of combining shipments as follows:

12,300 metric tons Kohsichang + Port Klang  
12,500 metric tons Sriracha + Port Klang  
12,800 metric tons Kohsichang + Sriracha

All quantities above are minimum/maximum or 5% more or less in Charterers' option.

It is understood that the cargoes mentioned above will, under the auspices of the requirements contract, be shipped with Austbulk subject to the provisions of clause 18. Any excess volumes would be offered to Austbulk on the existing COA terms and conditions.

### (c) Shipping Schedule

Charterers to provide Owners with a provisional schedule for annual shipments based on the required arrival dates at both load and discharge port(s). This is to serve as a guide only and is subject to change without notice.

Charterers to update the schedule on a regular basis and advise Owners accordingly. This is to serve as a guide only and is subject to change without notice.

### (d) Combined Cargoes

In the event Owners combine Charterers cargoes due to overlapping Laydays, each laycan is to be treated as a separate shipment with separate Freight Invoices, Statement of Facts, Notice of Readiness, etc and laytime provisions as per Clause 9 are to apply.

Upon request from Owners, Charterers will accept one laytime for Kwinana provided that loading of each parcel is conducted in succession and declared before loading commenced.

### (e) Performance Clause

A performance review will be conducted quarterly on an ongoing basis and will include the following Key Performance Indicators

(KPI's)	Method of Measurement
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376		
377	* quarterly shipping schedule	On time submission
378	* cargo nominations	On time submission
379	* vessel nominations	On time submission
380	* load port(s) arrival windows	Arrival within Laydays
381	* hold cleanliness	Number of vessels failure Cleanliness
382		

It is also agreed that Alcoa will look at reporting on the following conditions however acknowledge these items are not a condition within this Contract:

* vessel age	Number of over aged vessels nominated
* average transit times	Number of days
* cargo contamination claims	Number of claims

In the event the Owners have not attained the specified key performance indicators i.e. vessel nominations and/or loadport arrival windows and/or hold cleanliness in the majority of shipments performed within the first 6 months or shipment no. four (4) (whichever occurs first), nature of the trade, part cargoes, force majeure or other controllable incidents and/or circumstances always excepted, the Charterer may elect to cancel this agreement without recourse and without penalty and this agreement shall be deemed null and void.

Charterers are not to rely on this clause for economic reasons such as a falling market.

## 19. VESSEL NOMINATION

Owners are to satisfy themselves of the relevant load and discharge port restrictions and nominate vessels accordingly.

Owners are to nominate the performing vessel latest ten (10) days prior to the opening layday and complete vessel questionnaire in full as per Appendix 1. Vessel nomination not to be given on weekends and/or local and national Holidays.

Upon receipt of the full and complete details above, Charterers will have one (1) working day (excluding Public Holidays in Australia and all discharge destinations) within which to confirm or reject the nomination. Such approval not to be unreasonably withheld. If the nomination is rejected Charterers to give the reasons for their rejection.

Charterers and Owners will arrange if operationally possible at the vessels last port of call a survey by a reputable survey company in order to assess the cleanliness of the vessels holds with regard to loading Charterers cargo and any remedial work that may be required. The cost of such survey to be for Charterers account.

## 20. EXTRA INSURANCE

Extra insurance if any, by reason of vessels crew, flag, class, age, type and/or build to be for Owners account. It is understood that overage premium is payable by Owners for vessels over 15 years of age to be substantiated by original invoices except for owned tonnage which is to be free of overage premium.

## 21. ITF CLAUSE

Owners guarantee that the terms and conditions of employment of the crew of the vessel nominated under this Charter Party are acceptable to the ITF and will remain so for the period of this Charter Party. Should they not so conform, then any time lost not to count as laytime even if vessel is on demurrage and any Stevedore standby time to be for Owners account.

## 22. OIL POLLUTION CLAUSE

The Owner will indemnify the Charterer in respect of any and all:

- (a) claims, penalties whatsoever imposed or made against the Charterers;
- (b) any and all damages, costs, expenses whatsoever incurred by the Charterers arising directly or indirectly from any act or omission on the part of the Owner, Master or crew of the performing vessel causing marine or other pollution, whether such claim, penalty, damage cost or expense arises from breach of any relevant statute or convention or is made under any law. The indemnity will not apply where the act or omission resulting in the pollution is that of the Charterer.

The Owner warrants that it has relevant cover in an amount of US\$500,000 with a reputable P&I Club in respect of the above risk and indemnity, and undertakes to provide written evidence of this to the Charterer upon request.

## 23. STEVEDORES

Stevedores at the load and discharge ports to be appointed and paid for by Shippers and/or Receivers. Stevedores to load and discharge the cargo under Masters direction and to be considered Owners servants.

Stevedore damage if any, to be settled directly between Owners and Stevedores. However, in the event Owners are unable to settle claims after repeated attempts, Charterers to lend reasonable assistance to Owners in obtaining



451 settlement of proven damage.

452  
453 Any time occupied in repairing Stevedoring damage not to count as laytime, even if vessel is on demurrage.

#### 454 455 **24. LAYDAYS CANCELLING**

456  
457 The following is to apply to each voyage under this Charter Party:

458  
459 (a) Laydays not to commence before the nominated date without prior agreement from the Charterers.

460  
461 (b) The nominated vessel will not tender before 0900 hours (local time) on the first day of laydays except with  
462 Charterers approval.

463  
464 (c) Should the nominated vessel(s) not be ready to load on or before 1700 hours (local time) on the last day of  
465 laydays or if any wilful misrepresentation is made with respect to the size, position, or state of the vessel,  
466 Charterers shall have the option of cancelling the vessel. Such option shall be declared within 24 hours of  
467 Notice of Readiness being tendered.

468  
469 If Charterers do not exercise their option to cancel the voyage, NOR is to be presented in accordance with  
470 the Charter Party with time counting provisions to apply as per Clause 9.

471  
472 If loading is commenced earlier then actual time used in loading to count as laytime.

#### 473 474 **25. LIABILITY CLAUSE**

475  
476 The Owner acknowledges that it will be solely responsible for any pilot and/or tug(s), engaged for any reason on a  
477 voluntary or compulsory basis by any party for the performing vessel. Further, the Owner acknowledges that the  
478 Master and crew of the performing vessel are not the servants of the Charterer at any time or for any purpose  
479 including but not limited to, when the performing vessel is under pilotage or towage.

480  
481 The Owner will indemnify the Charterer in respect of any claim made, or damages including costs and expenses  
482 suffered as a result of any loss of life, injury or property, loss or damage caused by the navigation or management of  
483 the performing vessel under the above, or any other circumstances.

#### 484 485 **26. TAXES**

486  
487 All dues, taxes, charges normally assigned under official port tariff to the vessel(s) shall be for Owners account. All  
488 dues, taxes, charges normally assigned under official port tariff to Shippers or Consignee shall be for Charterers  
489 account.

490  
491 Freight tax if any, always to be for Owners account.

#### 492 493 **27. PART CARGO CLAUSE**

494  
495 Charterers cargo is to be carried as a full or part cargo in Owners option. If Charterers cargo is carried as a part  
496 cargo then the following is to apply:

497  
498 (a) Any completion cargo(es) to be stowed in separate hold(s) from Charterers cargo.

499  
500 (b) Charterers cargo not to be loaded or discharged whatsoever when other cargo is being worked.

501  
502 (c) At all times Owners are to be fully responsible for any contamination of cargo loaded under this Charter  
503 Party due to any completion cargo being carried.

504  
505 (d) At the load and discharge port(s) Notice of Readiness is not to be presented until vessel has completed  
506 loading and/or discharging other cargo and all compartments into which Charterers cargo will be loaded  
507 and/or discharged under this Charter Party are actually free and unimpededly available.

508  
509 (d) In the event of the vessel stopping loading and/or discharging of cargo under this Charter Party due to the  
510 working of cargo(es) not covered by this Charter Party, then laytime is to cease from the cessation of  
511 loading and/or discharging of Charterers cargo and only resume at 0800 hours on the next working day after  
512 completion of loading and/or discharging of the other cargo.

513  
514 If loading and/or discharging of Charterers cargo may be resumed prior to 0800 hours on the next working  
515 day then actual time used as laytime to count only subject to the usual exceptions contained herein and  
516 Clause 9.

#### 517 518 **28. TRANSHIPMENT**

519  
520 At the discharge port Charterers have the option to discharge part or all of the cargo into barge(s) and/or coaster  
521 vessel(s). Charterers to be responsible for ensuring adequate fendering is provided and in place for barge(s) or  
522 coaster vessel(s) and handling equipment lying alongside ocean vessel(s) prior, during and after discharge  
523 operations to Masters satisfaction.

524  
525 Waiting time due to barge(s), coaster vessel(s), survey(s) or waiting for barge(s), coaster vessel(s) and/or  
526 Stevedoring equipment to count as laytime.

Charterers warrant and agree that partial or full delivery of cargo under this Charter Party to terminal barge(s), coaster vessel(s) or other craft(s) in Charterers option and to Charterers Agents instructions, shall constitute full and final delivery under the Bill of Lading. In the absence of express agreement to the contrary one delivery order only shall be authorised by Owners.

Owners shall not be responsible for determining specific weights of cargo to be discharged to terminal, barge(s) or coaster vessel(s) in Charterers option, nor liable for weights shown on any resulting transshipment Bill(s) of Lading or Barge Waybill(s) issued for oncarriage.

## 29. RE-LETTING

Owners may not re-let this Charter Party or any voyage under this Charter Party without Charterers prior approval and agreement, however such approval and agreement is not to be unreasonably withheld.

Charterers have the right to sublet this Charter Party to others in full or in part, at any rate of freight without prejudice to this Charter Party with Charterers remaining fully responsible for due fulfilment of same.

## 30. FORCE MAJEURE

(a) Owners shall not be responsible to Charterers nor will Charterers be liable to Owner for any delay or failure (whether partial or total) in the performance of obligations hereunder if such delay or failure is due to or results from Force Majeure. For the purpose of this clause the expression 'Force Majeure' refers to any cause or causes beyond the reasonable control of Charterers, Owners or Buyers as the case may be, including but not limited to war (whether declared or undeclared) or revolution, riot, insurrection, civil commotion, strike, lockout, blockade, industrial disturbances (provided such strike, lockout, blockade or industrial disturbance is external to the party claiming Force Majeure), Act of God, fire, flood, storm, tempest, volcanic eruption, earthquake, Act of Governments (whether defacto or de jure) and supervening illegality provided that the party claiming Force Majeure took all reasonable precautions against that cause and did its best to mitigate its consequences. Act of Governments shall include but not be limited to, the refusal to grant any necessary import or export licence provided that Seller and Buyer in respect of any such licence shall have used best endeavours to obtain same.

(b) Charterers have the right to curtail or suspend production at its plant if in the Charterer's reasonable opinion economic conditions do not warrant continued operation. If Charterers exercise this right or if Charterers customers curtail their production affecting their Charter Party commitments to Charterers, such events shall be treated as if they were events of Force Majeure and the rights and immunities that apply in a Majeure condition shall be afforded to Charterers.

(c) The party whose performance of any obligation is directly affected, or who has reason to believe such performance may be affected by reason of any of the causes referred to in paragraphs (a) and (b) of this clause shall within 48 hours after the commencement of the cause, give notice thereof to the other party concerned by facsimile or e-mail, and shall also take reasonable steps to make good and resume with the least possible delay compliance with that obligation. If the cause and resulting failure or delay lasts for a continuous period of more than ten (10) days then the party that has received notice of Force Majeure may at its option, terminate this Charter Party.

(d) Should any shipment or shipments be frustrated by any causes whatsoever occurring beyond the reasonable control of the Charterers and/or Owners then this Charter Party shall be deemed frustrated in respect of such shipment or shipments only.

## 31. PROTECTIVE CLAUSES

New Jason Clause, Both-to-Blame Collision Clause, Chamber of Shipping War Risks Clauses 1 and 2, Australian Clause Paramount and P&I Bunkering Clause, are deemed to be incorporated in this Charter Party and to apply to all Bills of Lading issued under this Charter Party.

See also Appendix 2.

## 32. LIEN CLAUSE

The Owner shall have a lien on the cargo for freight, dead-freight, demurrage and damages for detention. The Charterer shall remain responsible for dead-freight and demurrage (including damages for detention), incurred at port of loading.

The Charterer shall also remain responsible for freight and demurrage (including damages for detention) incurred at port of discharge.

The Owner will indemnify the Charterer for all and any damages, costs and expenses incurred by the Charterer as a result of the actual Owner of the performing vessel or any other party exercising a lien over the cargo due to any breach or purported breach of any obligation by the Owner under a Contract between those parties in respect of the performing vessel.

**33. GENERAL AVERAGE CLAUSE**

General average to be settled in London according to the York/Antwerp Rules 1994 or amendments thereto,

Proprietors of cargo to pay the cargoes share in the general expenses even if same has been necessitated through neglect or default of the Owners servants.

**34. ARBITRATION**

- a) All disputes, which may arise relating to this Charter Party, shall be submitted to Arbitration in Perth.
- b) Notice requiring a party to appoint an arbitrator in accordance with paragraph (c) hereof shall be served:
  - i) upon the Charterer c/-Braemar Seascope Pty Ltd, Perth, Western Australia during business hours.
  - ii) upon the Owner either:
    - x) at its place of business or registered office; or
    - y) to its P&I Club; or
    - z) to the correspondents of the P&I Club in Perth, Western Australia.
- c) One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. The Arbitrators shall be recognised by the Australian Centre for International Commercial Arbitration or the Institute of Arbitrators Australia as having expertise in shipping or maritime matters.
- d) The arbitration shall be conducted in accordance with the Western Australia Commercial Arbitration Act 1985 (WA) ("the Act") save and except that the parties hereby agree that:
  - i) the Arbitrators may determine any questions by reference to consideration of general justice and fairness.
  - ii) a party may be represented by duly qualified legal practitioners or other representatives.
  - iii) the Arbitrators shall have the powers conferred by Section 27 of the Act.
  - iv) the Arbitrators shall include in the arbitration award their findings on the material questions of law and fact, including references to the matters on which the findings of fact were based.
  - v) the parties shall give any necessary consent to an appeal to the Supreme Court of Western Australia on any questions of law arising in the course of the arbitration or arising out of the arbitration award.

**35. CONFIDENTIALITY CLAUSE**

All negotiations and fixture details are to remain strictly private and confidential.

**36. EXTRA WAR RISK INSURANCE**

The charterer shall pay for the additional cost, if any, of war risk insurance premiums levied on the vessel and/or her crew by Owners' underwriters.

It is understood the additional premium maybe necessitated by the trade in which the vessel(s) is employed under this charter party and the charterer's liability for the additional premium will be based upon the prevailing rates at the time of entering the war risk zone. Such premiums to be substantiated by underwriters original invoice.

If any war risk premium is applied and the vessel has other cargo on-board, war risk premium to be applied on a pro rata basis to the different cargo interests based upon tonnage on board at the time of the vessel entering the war risk zone as defined by the underwriters provided other cargo is being discharged within the war risk zone.

The owner is to notify Charterers immediately any declaration of a war zone is advised by underwriters.

**37. ISPS CLAUSE**

The Owners shall procure that both the vessel and "the Company" (as defined by the ISPS code) shall comply with the requirements of the ISPS code relating to the vessel and the Company. upon request the Owners shall provide a copy of the relevant international ship security certificate (or the interim international ship security certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO). The Charterers shall provide the CSO and the Ship Security Officer (SSO)/Master with their full style contact details and any other information the Owners require to comply with the ISPS code. Charterers confirm the ports under this COA are ISPS compliant except as otherwise provided in the charter party, loss, damage, expense or delay, caused by failure on the part of the Charterers to comply with this clause shall be for the Charterers' account.