



MAIN TERMS FIXTURE

Part I of the CSN Group Standard Voyage Contract of Affreightment for Iron Ore Cargo Code Name: CSN_IOVC (2013)

1. Place and date of Contract:	<i>Geneva</i>
2. Owners full contacts:	a. Name: b. Address: c. Country:
3. Charterers full contacts:	a. Name: b. Address: c. Country:
4. Total quantity (stem and whose option (+/- %) / Number of Shipments:	4.1 if option (a) applies state min/max quantities and at whose option: _____ 4.2 OR If option (b) applies state number of shipments: _____
5. Laycan (s) (state commencement and canceling date):	Commencing <i>XXXXXX</i> and ending on <i>XXXXXXX</i> .
6. Shipping Schedule (if applicable for more than one shipment):	6.1 Charterers shall reasonably endeavor to perform the shipments on a fairly evenly spread ("FES") basis throughout the Contract Term, although for the avoidance of doubt it is recognized that Charterers cannot guarantee a fixed number of shipments every month. Charterers shall reasonably endeavor to ensure the FES by months, to be assessed on a three (3) monthly basis during the Contract Term. A minimum of 20 days to apply between laycans. 6.2 Charterers shall provide Owners with at least thirty (30) days, prior to the first day of the laydays, a written notice (by confirmed electronic message and fax), stating the ten (10) day laydays, Load Port and intended Discharge Port(s). Owners shall confirm such laydays, Load Port and intended Discharge Port(s) ("Shipping Schedule") by submitting to Charterers a written notice (by confirmed electronic message and fax) within one (1) working day from the date such notice from Charterers was received. If Owners do not present any opposition to such Shipping Schedule in writing within this period of one (1) working day, the Shipping Schedule shall be deemed binding on and final between the Parties for all purposes of this Contract ("Declared Shipping Schedule"). 6.3 Charterers shall keep Owners informed about any possible postponement/acceleration in the Declared Shipping Schedule up to the date Owners nominate a performing Vessel. 6.4 If Charterers provide Owners with a shorter notice than that set out in Clause 23.2 of Part II Additional Clauses, Owners will use their best efforts to nominate a Vessel as set out in Clause 24 of Part II Additional clauses 6.5 During the currency of the voyage Charterers shall have the right to redirect the nominated Vessel to alternative Load Port or Discharge Port(s) at any time, provided that a reasonable notice is given to Owners and that the alternative nominated port suits the physical dimensions of the performing Vessel.
7. Description of cargoes (if full and complete cargo or part cargo):	7.1 Iron ore products and/or Iron Ore Concentrate in bulk, including but not limited to lump and/or fines. 7.2 One or more grades are permitted, with a maximum of three (03) grades, although if more than one grade, one grade in one hold of iron ore products in charterers option always excluding Direct Reduction Iron (DRI) / Direct Reduction Iron Pellet (DRIP) / Hot Bricket Iron (HBI).
8. Vessels Type:	8.1 All shipments to be only on Capesize vessels.



9. Load responsibility, Incoterm and stem	9.1 Cargo to be loaded by Charterers on CIF basis in shipments of 160,000/180,000 metric ton (mt) stem, ten (10) percent more or less at Owner's option (MOLOO), always as full cargo.
10. Load Port(s) or range(s), including country and Turn Time:	10.1 Load Port (s) rate (pwwd and shine) a. Cargo is to be loaded, and belt trimmed by Charterers at the load rate of XXXXXX (MT/DAY), per weather working day of twenty-four (24) consecutive hours pro rata or part thereof, Saturday, Sundays and holidays included (SSHINC), although major holidays at Load Port and / or Discharge Port excluded unless used. b. Charterers shall have the option to change or nominate additional Load Port(s) during the any particular voyage, provided reasonable notice is given to Owners and that the alternative port(s) nominated shall suit the physical dimensions of the performing vessel. For the avoidance of any doubt, the load rate agreed under this clause 10 shall also be applicable to any alternative Load Port which the vessel may be ordered to.
	10.2 Turn Time at Load Port _____ at each Load Port, if more than one port.
11. Discharge Port(s) or range(s), including country and Turn Time:	11.1 Discharge Port (s) rate (pwwd and shine) a. The cargo will be discharged by Charterers / Receivers at the discharge rate of XXXXXX (MT/DAY), per weather working day of twenty-four (24) consecutive hours pro rata or part thereof, Saturday, Sundays and holidays included (SSHINC), except the major holidays set out in Clause 10. b. Charterers shall have the option to change or nominate additional Discharge Ports during the currency of any particular voyage, provided reasonable notice is given to Owners and that the alternative port(s) nominated shall suit the physical dimensions of the performing vessel. For the avoidance of any doubt, the discharge rate agreed under this clause 11 shall also be applicable to any alternative Discharge Port which the vessel may be ordered to. c. Discharge Port to be declared approximately once Vessel passes Singapore but such declaration always to be consistent with the loaded quantity on board of Vessel in terms of Vessels ability to enter Discharge Port on her arrival draft;
	11.2 Turn Time at Discharge Port _____ at each discharge port, if more than one port.
12. Major Holidays:	Major holidays at Load Port and / or Discharge Port including but not limited to: May 1st, December 25th and January 1st.
13. Vessel's Name (Description, Flag, Age, Present Position, expected to be ready) - Otherwise as per Appendix XX:	
	14.1 Rate (currency, per ton, etc) a. Charterers will pay Owners the firm freight rate of XXXXXX , per metric ton FIOBT on intaken quantity (WMT) stated on Bills of Lading. b. Full freight shall be deemed earned on completion of loading. c. Charterers shall have the option of changing and/or requesting additional port(s) of lading and discharge. [already in 6.5 and 11.1) d. Any extra tonnage above the draft restriction and/or stem agreed, freight will be paid at half of the freight agreed on item (a) above.



14. Freight:	<p>14.2 Payment terms (method of payment) - Appendix X</p> <ul style="list-style-type: none"> a. Freight is ninety per cent (90%) payable by Charterers in United States Dollars to Owners' nominated bank account within ten (10) Working Days after signing and releasing the bills of lading and ten per cent (10%) within laytime payment. b. Freight is to be remitted to Owners' nominated bank account advised in the respective invoice on each shipment. c. Other load and discharge ports and respective freight differentials, if any, will be agreed between the Parties on a "open book basis" considering the terms and conditions of this Contract, always maintaining same TCE. Same contract Bunker Price to be applied to all freight differential calculations, with no repositioning benefit/ costs to be included in calculations. d. Owners shall present to Charterers the freight differential for any other Discharge Port than freight base Itaguaí/Qingdao to Charterers for all Load Ports and Discharge Ports, following completion of the relevant discharging operation. e. Once such freight differential is approved by Charterers in accordance with the provisions of this Contract, Owners/Charterers shall submit to the respective Party a debit note, together with all the supporting documentation substantiating each and every item of the calculation of the freight differential. All sums must be paid within twenty (20) running days from receipt of the debit note and supporting documentation.
15. Demurrage/Despatch:	<p>15.1 Money (state rates(s) or scale)</p> <ul style="list-style-type: none"> a. Demurrage to be paid at the rate of USD XX,XX (xxxx United States Dollars), for all time lost in excess of allowed laytime. b. Despatch for any laytime saved shall be payable at half the demurrage rate. <p>15.2 Complementing Terms</p> <ul style="list-style-type: none"> a. Demurrage and/or despatch is to be calculated per day, and pro-rata for part thereof. Any demurrage / despatch is to be payable in United States Dollars. b. Owners must present the laytime statement to Charterers for all Load Port and Discharge Port(s) following completion of the discharging operation. c. Once agreement is reached Owners/Charterers will provide the respective party with a debit note, together with all the supporting documentation substantiating each and every constituent of the claim. All sums must be paid within twenty (20) running days from receipt of the debit note and supporting documentation. d. If no agreement can be reached Owners/Charterers will issue their debit notes accordingly and any undisputed sums must be paid within twenty (20) running days from receipt of any debit note. e. If Owners successfully prove a claim for detention against Charterers, or if Charterers agree to settle any such claim, such claim shall be payable at the demurrage rate set out at Clause 15.1.
16. Agency:	<p>16.1 Load Port (agent name and contact, costs responsibility)</p> <ul style="list-style-type: none"> a. Agent at Load Port to be indicated by Charterers and appointed by Owners. If Charterers decide not to indicate an agent, Owners to indicate and appoint, but always subject to Charterers' approval. b. Agency fees as customary shall be for Owners' account. Owner undertakes to provide the nominated agents with funds sufficient to cover Vessel(s) disbursements prior to arrival at the respective ports. c. Charterers to guarantee minimum/maximum port disbursement at USD 100.000,00 including agency fee for 01 (one) port and USD 150.000,00 for 02(two) ports. Charterers have the option to deduct it from freight, if applicable. <p>16.2 Discharge Port (agent name and contact, costs responsibility)</p> <ul style="list-style-type: none"> a. Agent at Discharge Port to be indicated by Charterers and appointed by Owners. If Charterers decide not to indicate an agent, Owners to indicate and appoint, but always subject to Charterers' approval. b. Agency fees as customary shall be for Owners' account. Owner undertakes to provide the nominated agents with funds sufficient to cover Vessel(s) disbursements prior to arrival at the respective ports. c. Charterers to guarantee minimum/maximum port disbursement at USD 100.000,00 including agency fee for one (1) Discharge Port and USD 150.000,00 for two (2) Discharge Port(s). Charterers have the option to deduct it from freight, if applicable.



17. Tax, Dues and Port Charges:	<p>17.1 Taxes</p> <p>a. At Load Port and Discharge Port(s), all taxes levied on cargo are to be for Charterer's account.</p> <p>b. All taxes levied on freight and Vessel at Load Port and Discharge Port(s) to be for Owner's account, including, but not limited to, the USGTT- United States Gross Transportation Tax ("Freight Tax").</p> <hr/> <p>17.2 Dues and Port Charges:</p> <p>a. At Load Port and Discharge Port(s), all dues and charges levied on cargo and freight, including Brazilian Port Utilization Tax (TUP) and Merchant Marine Renewal Tax (AFRMM) are to be for Charterers' account.</p> <p>b. All dues and charges levied on the vessel at Load Port and Discharge Port(s) to be for Owners' account.</p> <p>c. All canal, lock, seaway and any other river or waterway tolls, dues and charges to be for Owners' account.</p>
18. Notices:	<p>18.1 Owners or his agent shall arrange for the Master, or the agent, of the Vessel to advise Charterers, by e-mail or fax, if e-mail is not possible, the following notices of ETA of such Vessel at the Load Port: twenty (20) days, fifteen (15) days, eight (8) days, four (4) days, forty-eight (48) hours and twenty-four (24) hours, in each case, prior to ETA or at any time upon Charterers request. Any change in the Vessel's expected arrival should be promptly notified to Charterers. In the event that the Master fails to deliver the necessary ETA notices and that failure results in delays in berthing, then all time lost shall be for Owners' account. With the 15 day prior notice, Master, or agent, also to inform loadable quantity, cargo plan and loading sequence.</p> <p>18.2 When sailing from the Load Port(s), Owners / Master / Agent, shall advise Charterers, by e-mail or fax, if e-mail is not possible, the quantity of cargo loaded and distribution of the same in the holds, together with the estimated date of Vessel's arrival at Discharge Port(s).</p> <p>18.3 Owners / Master / Agent shall give to Charterers the following notices of ETA at Discharge Port, by e-mail or fax, if e-mail is not possible: twenty five (25) days, twenty (20) days, fifteen (15) days, eight (8) days, four (4) days, forty-eight (48) hours and twenty-four (24) hours. Any change in the Vessel's expected arrival should be promptly notified to Charterers by e-mail or fax. Notices to be given to Receivers, or his agents, if so required by Charterers.</p>
19. Shipbroker:	<p>19.1 Name and contact:</p> <hr/> <p>19.2 Brokerage commission and payable by whom:</p> <hr/>
20. Communication:	<p>20.1 Owners' address for the purpose of service (nominations/notifications)</p> <p>Person or department:</p> <p>Tel: _____ Fax: _____</p> <p>Email: _____</p> <hr/> <p>20.2 Charterers' address for the purpose of service (nominations/notifications)</p> <p>Person or department:</p> <p>Tel: _____ Fax: _____</p> <p>Email: _____</p> <hr/> <p>19.3 It is mutually agreed that the English language will be used in notices, letters, emails and all other means of communication between the parties.</p>
21. Address Commission:	
Standard form (kindly inform date of fixture, CSN internal control n°):	



It is mutually agreed between party mentioned in Clause/Box 2 (hereinafter referred to as "the Owners") and the party mentioned in Clause/Box 3 (hereinafter referred to as "the Charterers") that this Contract shall be performed in accordance with the conditions contained in this MAIN TERMS FIXTURE which is Part I of THE CSN GROUP STANDARD VOYAGE CONTRACT OF AFFREIGHTMENT FOR IRON ORE CARGO together with Part II Additional Clauses as set out in the STANDARD FORM attached hereto and fully incorporated herein.

Signature (Owners)	Signature (Charterers)
--------------------	------------------------

Owners:

By e-mail authority received from XXXXXXXXXXXXXXXXXXXX, dated: xx/xx/xxxx, For and on Behalf of XXXXXXXXXXXXXXXXXXXX

STANDARD FORM

**Part II of the CSN Group Standard Voyage Contract of Affreightment for Iron Ore Cargo
Code Name: CSN_IOVC (2013)**

Specific Contract between

**Companhia Siderúrgica Nacional (Brazil) and/or CSN Handel GmbH (Austria) and/or
Namisa Handel GmbH (Austria)
and/or CSN Group nominee**

And

Standard form (Charter Party) dated:

ID:

TABLE OF CONTENT

DEFINITIONS	9
CLAUSE 22 - DEADFREIGHT	11
CLAUSE 23 - VESSEL NOMINATION	11
CLAUSE 24 - VESSEL DESCRIPTION	12
CLAUSE 25 - LOAD PORT AND DISCHARGE PORT	13
CLAUSE 26 - ADDITIONAL OR ALTERNATIVE LOAD PORT AND DISCHARGE PORT	13
CLAUSE 27 - CANCELLING	13
CLAUSE 28 - BILLS OF LADING	14
CLAUSE 29 - NOTICE OF READINESS	14
CLAUSE 30 - LAYTIME	14
CLAUSE 31 - INSPECTION	16
CLAUSE 32 - HEALTH AND SAFETY	16
CLAUSE 33 - HOLD CLEANLINESS	16
CLAUSE 34 - HATCHES	16
CLAUSE 35 - OVERTIME	16
CLAUSE 36 - STEVEDORES	16
CLAUSE 37 - LIGHTS ON BOARD	17
CLAUSE 38 - DAMAGES CAUSED BY THE VESSEL OR THE CREW	17
CLAUSE 39 - POLLUTION INDEMNITY	17
CLAUSE 40 - DUTY OF THE MASTER TO COMPLY WITH PORT REGULATIONS	17
CLAUSE 41 - LIGHTERAGE AND LIGHTENING	17
CLAUSE 42 - OWNERS'S LIABILITY	18
CLAUSE 43 - DAMAGE TO CARGO	18
CLAUSE 44 - DELIVERY OF CARGO WITHOUT PRODUCTION OF THE ORIGINAL BILL OF LADING	18
CLAUSE 45 - FORCE MAJEURE	18
CLAUSE 46 - STRIKES	19
CLAUSE 47 - INSOLVENCY/BANKRUPTCY	19
CLAUSE 48 - UNFORESEEN CIRCUMSTANCES	19
CLAUSE 49 - LIEN	20
CLAUSE 50 - TIME BAR	20
CLAUSE 51 - ISM	20
CLAUSE 52 - ITF	20
CLAUSE 53 - ISPS	20
CLAUSE 54 - ICE CLAUSE	21
CLAUSE 55 - DRYDOCKING	21
CLAUSE 56 - JAPANESE TRADING CLAUSE	21
CLAUSE 57 - GENERAL AVERAGE	22
CLAUSE 58 - PARAMOUNT CLAUSE - GENERAL - BIMCO 1997	22
CLAUSE 59 - NEW JASON CLAUSE	22
CLAUSE 60 - BOTH-TO-BLAME COLLISION CLAUSE	22
CLAUSE 61 - VOYWAR 1993 CLAUSE	22
CLAUSE 62 - BUNKERING CLAUSE	23
CLAUSE 63 - RELETING, SUBLETING, SUBCONTRACTING AND ASSIGNING	23
CLAUSE 64 - AMENDMENTS	24
CLAUSE 65 - CONFIDENTIALITY	24
CLAUSE 66 - DISPUTE RESOLUTION	24
CLAUSE 67 - IMSBC	24
CLAUSE 68 - DESIGNATED ENTITIES CLAUSE	24
CLAUSE 69 - COMPLIANCE WITH ANTI-BRIBERY AND ANTI-CORRUPTION REQUIREMENTS	25
CLAUSE 70 - EVENT OF CONFLICT, STANDARD FORM TO PREVAIL	25
CLAUSE 71 - CONTRACT TERM	25

DEFINITIONS

When used in this Contract, including any Annex hereto, or in any notice delivered by one Party to the other under or pursuant to this Contract, the following terms, whether or not capitalized, whether or not bold, in singular or plural form, shall have the following meanings, unless the context otherwise requires:

"Affiliate" shall mean, with respect to a Party, a company that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party. For purposes of this definition, "control" (including "controlled by" and "under common control with") means, with respect to the relationship between or among two or more companies, the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of the Party, whether through the ownership of voting securities, or executor, by contract or otherwise, including, the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of the Party.

"Bill(s) of Lading" shall mean any bill of lading issued pursuant to this Contract as per Clause 28.1 of the STANDARD FORM.

"BIMCO" shall mean Baltic & International Maritime Council.

"Contract", "Contract of Affreightment", "Charterparty" or "Charter Agreement" shall mean this Voyage Charter Party signed by and between Owners and Charterers and formed by the MAIN TERM FIXTURE (Part I), the STANDARD FORM (Part II) and [insert attachments].

"CSO" means Company Security Officer.

"Discharge Port(s)" shall mean any of the ports listed in Clause 11 of the MAIN TERM FIXTURE and includes, unless the context expresses a contrary intention, any berth to which the vessel is ordered at such port.

"Dollars", "\$" and "cents" shall mean the lawful currency of the United States of America.

"ETA" shall mean estimated time of arrival.

"FIO" shall mean Free In and Out

"Force Majeure" shall have the meaning assigned to it under Clause 45

"ISPS Code" shall mean the International Ship and Port Facility Security (ISPS) Code.

"ITF" shall mean the International Transport Federation or any successor organization.

"ISM" shall mean International Safety Management.

"Laycan" shall mean the period from the opening loading date to the cancelling or last agreed loading date.

"Load Port(s)" shall mean any port(s) referred to in Clause 10 of the MAIN TERM FIXTURE at which a vessel loads hereunder.

"MAIN TERM FIXTURE" shall mean the Part I of the CSN Group Standard Voyage Contract of Affreightment of Iron Ore Cargo.

"Major Holidays" shall mean any holiday in which port operations, including, but not limited to loading or discharge cannot be performed.

"Master" shall mean the master of the Vessel.

"MOLOO" shall mean more or less in owner's option.

"MT" shall mean 1,000 (one thousand) kilograms.

"NOR" shall mean Notice of Readiness.

"Open Book Basis" shall mean that Owners' actual additional costs in calling at additional or alternative load or discharge ports for the purposes of the additional freight being payable under clause 26 of this Contract shall be maintained in a fully auditable manner and will be made available to Charterers whenever reasonably required for the purposes of verification.

"Overtime" shall mean time spent over and above standard and or agreed hours of work.

"Parties" shall mean both OWNER and CHARTERER.

"Party" shall mean either, OWNER or CHARTERER as the context may require.

"RightShip" shall mean RightShip Pty Limited, a company engaged by the Charterer to screen, inspect, survey and/or vet, assess and approve, as a ship acceptable for the carriage on the nominated cargo(es).

"SHEX" shall mean Saturdays, Sundays and Holidays excluded.

"SHINC" shall mean Saturdays, Sundays and Holidays included.

"SSO" shall mean Ship Security Officer;

"STANDARD FORM" shall mean the Part II of the CSN Group Standard Voyage Contract of Affreightment of Iron Ore Cargo.

"Vessel(s)" or **"Ship(s)"** shall mean a vessel or vessels nominated by the Owner.

"Voyage(s)" shall mean the carriage of the cargo in the Vessel from the Load Port to the Discharge Port(s).

"WMT" shall mean a Metric Ton on a Wet Basis.

"Working Day" shall mean any day other than a Saturday and a Sunday and/or an official holiday in Brazil

ADDITIONAL CLAUSES

CLAUSE 22 - DEADFREIGHT

- 22.1 Deadfreight is only due so far as the shipped quantity on the shipment falls below Master final stowage plan duly approved in writing by Charterers/Shippers/Port Operator, which shall be in accordance with clause 9 of the MAIN TERMS FIXTURE.
- 22.2 Deadfreight, if any, shall only be payable by Charterers provided Owners also supply the supporting documents as requested by Charterers necessary to establish liability. This shall include, but is not limited to, the final cargo manifest and the preliminary stowage plan.
- 22.3 In the event of any shortloading on any shipment by the Charterers, notwithstanding the provision "always as full cargo" as per clause 9 of MAIN TERMS FIXTURE the Owners will, if Charterers request, use best endeavours to carry a substitute cargo to minimize any losses, provided this will not unreasonably delay the Voyage.
- 22.4 Deadfreight shall be calculated considering the total cargo shipped on the Vessel, and not by individual Discharge Port, when there is more than one Discharge Port.

CLAUSE 23 - VESSEL NOMINATION

- 23.1 Owners shall nominate the performing Vessel for each shipment specified in the main terms fixture at least:
- (a) 25 (twenty five) days before the commencement of the respective laydays, for a single voyage Contract.
 - (b) 30 (thirty) days before the commencement of the respective laydays, for a Contract with more than one voyage.
- The above terms (a) and (b) are valid unless otherwise agreed a new term on the MAIN TERMS fixture.
- 23.2 The nomination must be firm, and at the same time Owners must also submit all of the following documents and information by email to Charterers:
- (a) a "statement of compliance", together with all documents listed in such statement, in accordance to latest Itaguaí port version, duly and entirely filled out and signed,
 - (b) the Vessel's name, full description and expected operating speeds;
 - (c) estimate of cargo intake;
 - (d) her present status and schedule until arrival at the Load Port;
 - (e) full charterparty chain up to the head owners of the nominated Vessel; and,
 - (f) a full itinerary with expected time of arrival (ETA)/expected time of departure (ETD) at load port and discharge port of the last 5 voyages, including, performing speed, the cargoes loaded and the name of the port(s) of loading and discharging;
- 23.3 The nomination will not be valid until all the documents requested in Clause 23.2. above have been submitted. Charterers shall confirm or not the nomination within two (02) Working Days of from receipt of the nomination.
- 23.4 If Owners fail to meet this requirement, which includes providing all the documents set out in Clause 23.2, laytime at the Load Port will only start from commencement of loading. Charterers will at their option also have the right to reject the nomination pursuant to Clause 23.3 in which case Owners must nominate a substitute Vessel in accordance with Clause 23.5 or to cancel the Voyage by notice to Owners, fix a substitute Vessel and claim as losses and damages from Owners any cost differential incurred by Charterers as a result.
- 23.5 In case Owners nominate a Vessel not in accordance with ports restrictions as specified in MAIN TERMS FIXTURE and in accordance with the terms and conditions of this Contract, such nomination will not be considered valid. Charterers will then have the option, at its sole discretion, to require further information about such Vessel. The time necessary to obtain and the time until Charterers receive such additional information shall not count towards the two (02) Working Days indicated for Vessel's approval in Clause 23.3.
- 23.6 If a nomination is rejected under Clauses 23.3, 23.4 and 23.5 above Owners must nominate a substitute Vessel as soon as possible and no later than two (2) Working Days from the date of rejection of nomination from Charterers. Owners shall then nominate a substitute Vessel in accordance with Clauses 23.2 and 23.3 above, Clause 24 below and the terms and conditions of this Contract. Nomination of any substitute Vessel must include the same details set out in this Clause 23. Charterers retain the same rights to reject the substitute nomination as set out in Clauses 23.3 and 23.4.
- 23.6 Owners have the right to nominate a substitute Vessel promptly, but no later than ten (10) days prior to the ETA at the Load Port of the originally nominated Vessel. Owners shall substitute the original Vessel for a Vessel that will have similar characteristics and provide the same approximate cargo lift (plus or minus 5% of the estimated cargo lift although the parties can agree to vary this should they so require) as the originally nominated Vessel, and be expected to be ready at the Load Port by the same approximate ETA (maximum difference of 5 days) as the final performing Vessel but always within

the Laycan period. Nomination of any substitute Vessel must include the same details set out at Clause 23.2. Charterers retain the same rights to reject the substitute nomination as set out at Clauses 23.3 and 23.4. Acceptance of a nomination is without prejudice to all rights of Charterers whatsoever.

- 23.7 If there is any substitution of Vessel with a larger capacity in accordance with Clauses 23.6 above, the percentage of the capacity which has been increased from the originally nominated Vessel shall not be subject to any payment or charge of deadfreight.
- 23.8 Owners shall send the stowage plan of the nominated Vessel by email to Shippers and Charterers at least ten (10) days in advance of the ETA at the Load Port. In the event of a substitution of an originally nominated Vessel, the stowage plan must be presented together with the nomination of the substitute Vessel.

CLAUSE 24 - VESSEL DESCRIPTION

- 24.1 Unless otherwise expressly agreed to in writing by Charterers, Vessels nominated by Owners shall:
- (i) not exceed eighteen (18) years of age, provided, however, that Owners may request to Charterers the acceptance of Vessels with age between eighteen (18) to twenty (20) years old (full year included). In this case, Charterers shall accept or reject such request within two (2) Working Days from the date the Owners' request has been received, unless a longer period is required in order for Charterers to receive a final confirmation from the Load and Discharge Port in respect of the Owners' request.
 - (ii) conform to the Standard International Specifications;
 - (iii) possess all valid trading certificates under all applicable International Regulations;
 - (iv) keep all international certificates to sail, load and discharge valid and on board; and
 - (v) conform to Notice to Ships (latest Itaguaí Port updated) specifications, especially port Characteristics and Deballasting.
- 24.2 All Vessels exceeding eighteen (18) years of age, at the time of loading, Owners must provide Charterers with a hull and machinery good standing certificate, and she shall be inspected, upon arrival at the Load Port, by Brazilian Maritime and Brazilian Port Authorities in accordance with Brazilian legislation.
- 24.3 A gas free certificate and declaration by an independent licensed inspector shall be mandatory for Vessels that are classified as tankers and/or are intended to carry and/or has carried petroleum, oil and/or any other oil derivatives such as, but not limited to, Ore Bulk Oil (OBO), Combination Carrier, Vessels which were converted from Oil to Bulk within less than 10 years. Such gas free certificate and declaration by an independent licensed inspector shall be valid for the whole loading period, all at Owners account, and presented to Charterers prior to the commencement of loading. If such certificate or declaration is not presented, a gas free certificate or declaration by an independent licensed inspector might be requested by Charterers, all at Owners account.
- 24.4 The Vessel's age will be based on the ship classification period per cycle and her Statutory Certificates which cover each five-year cycle after its delivery for ocean going voyages.
- 24.5 Owners warrant that the Vessel shall be and remain in all respects eligible under applicable conventions, laws and regulations for inspection by the appropriate authorities, shall be acceptable to the relevant authorities, and shall have all certificates, records, compliance letters and other documents required for the service under this Contract, including but not limited to certificates of financial responsibility for pollution. The Vessel will possess valid RightShip approval. The Vessel shall comply at all times with all applicable International Maritime Regulations and any other applicable international and / or local legislation whatsoever, including, but not limited to environmental and labour regulations, such as International Transport Workers Federation (ITF). It shall be International Ship Security Certificate (ISSC) compliant and not have wire mooring hopes. If requested by Charterers, Owners shall provide Charterers with copies of all the relevant certificates and documents.
- 24.6 Owners warrant that the Vessel will be in a seaworthy and cargoworthy condition, staunch and strong and in every respect fit and proper for the loading/discharging and safe carriage of the cargo she is carrying by sea. Owners warrant that the Vessel shall be suitable in every way to enter, safely berth, load and discharge and leave the Load Port and Discharge Port(s).
- 24.7 The holds must be strong and suitable for the transportation of the cargo she is carrying in bulk, including mechanical loading, and grab discharge, with no fittings protruding from internal hold surfaces. The Vessel must be capable of loading cargo in all holds required by Charterers.
- 24.8 Owners warrant that if by reason of the Vessel's construction the cost of loading or discharging exceeds the customary cost, those extra costs are for Owners' account and any additional time used in loading or discharging shall be added to the laytime.
- 24.9 Head Owners and/or Owners warrant that the Vessel is entered with an International Group P&I Club, and that the Vessel's hull and machinery is fully insured and shall remain so for the duration of this Contract.
- 24.10 Should the Vessel arrive at a Load Port or Discharge Port and be found to be in breach of this Clause 24, then notwithstanding any right(s) of the Charterers elsewhere contained in this Contract, the Charterers may at their option and without prejudice to any of their other rights or to Owners' obligations under this Contract, treat the Vessel's nomination as cancelled and the voyage unperformed, the corresponding shipment to be deducted from the outstanding balance of this

Contract; or as suspended until Owners rectify the Vessel's breach of this Clause 24, and any NOR previously accepted shall be deemed to be invalid and all time counting for Owners' account.

- 24.11 Any time, risk, delay, costs, expenses, damages or losses suffered by Charterers or Owners as a result of the Vessel not being in conformity with the Owners' description, the requirements of which are set out in this Clause 24, are to be for Owners' account.
- 24.12 Charterers shall have no liability whatsoever (including any additional costs and expenses to Owners) in respect of any action taken by relevant government / port authorities to detain the Vessel and/or requiring any work whatsoever to be carried out on the Vessel before that Vessel will be permitted to enter and/or leave any Load Port or Discharge Port(s). Any costs, expenses, time, liabilities or damages incurred by Charterers, including but not limited to delays to loading or discharging, as a result of non-compliance with these terms, or any non-compliance with any applicable regulations, conventions or laws shall be for Owners' account, even if the Vessel is on demurrage.
- 24.13 Head Owners and/or Owners warrant that there is no obstruction at all between the first and last hatch of the Vessel, such as light pole, above 20m air draft. Any time, risk, delay, costs, expenses, damages or losses suffered by Charterers as a result of the Vessel not being in conformity with the Charterers' request will be for Owners account. Any such time used to solve, if possible, the non conformity will be added laytime allowed.

CLAUSE 25 - LOAD PORT AND DISCHARGE PORT

- 25.1 Unless advised by Charterers to proceed with all reasonable despatch to the Load Port and Discharge Port, Owners are allowed to sail the Vessel at eco speed, provided that a minimum speed of 11 knots is performed in laden condition and provided that the initial ETA at Discharge Port is not compromised. Charterers have the option to instruct vessel to sail at reduced speed, at no additional cost to Charterers.
- 25.2 Owners shall verify Load Port's and Discharge Port's characteristics and restrictions and will at all times be solely responsible to establish the applicable Vessel size, draft and air-draft requirements for the Load Port and Discharge Ports and to ensure that the Vessel is loaded so as to comply at all times with such requirements.
- 25.4 Should Owners permit the Vessel to be loaded with a quantity of cargo such that on arrival the Vessel has at any Discharge Port a draft in excess of the permissible entry draft at that port, Charterers have the right to require the Vessel to proceed to that port, or to any other port or place as they may require, for the purpose of lightening and/or complete or partial discharge. The costs of any lightening and any other additional costs incurred and time lost by reason of the necessity to lighten and/or divert the Vessel as a consequence of the above shall be for Owners' account.
- 25.5 Owners shall indemnify Charterers against any loss or damage resulting from such diversion or delay including but not limited to the costs of on-carriage of the cargo to the nominated port, stockpiling charges, and deterioration to the cargo or any other loss, damage, cost or expense whatsoever.

CLAUSE 26 - ADDITIONAL OR ALTERNATIVE LOAD PORT AND DISCHARGE PORT

- 26.1 Charterers shall have the option to change or nominate additional and/or alternative Load Port and/or Discharge Port. The Vessel shall proceed to additional and/or alternative Load Port (if any) and then additional and/or alternative Discharge Port via the most direct route and/or customary route, unless otherwise agreed by the parties.
- 26.2 If the nomination of any additional and/or alternative Load Port and/or Discharge Port results in an increase in the distance steamed by the Vessel, Charterers will pay a freight differential as agreed with Owners based on an Open Book basis.

CLAUSE 27 - CANCELLING

- 27.1 Charterers shall have the option of cancelling or maintaining any Voyage, without any indemnification to Owners and with an express reservation of Charterers' right to claim damages, if the nominated Vessel is expected to present herself at the Load Port after the cancelling date of the respective laydays, such option to be declared within forty eight (48) running hours (Saturdays, Sundays and Major Holidays excluded) of Owners' notice in writing to Charterers stating the expected date of the nominated Vessel's readiness to load.
- 27.2 If Owners fail to tender a valid NOR in accordance with the provisions of this Charterparty by the cancelling date Charterers may at their sole option, and without prejudice to Owners' obligations under this Contract and to Charterers' right to losses and damages, treat the Voyage as cancelled and not performed.
- 27.3 If the nominated Vessel only tenders a valid NOR at Load Port after the cancelling date, and Charterers decide not to cancel the Voyage, laytime will start to count upon commencement of loading (always in accordance with standard loading/line up procedure at the Load Port).
- 27.4 If, in respect of two or more cargoes fixed as per the Main Terms, Charterers have exercised their right to cancel a Voyage on two or more occasions (whether consecutive or not), Charterers shall have the right to cancel the remaining part of this Contract on the third or any subsequent occasion without prejudice to their right to losses and damages.

CLAUSE 28 - BILLS OF LADING

- 28.1 All Bills of Lading issued in respect of shipments of cargo under this Contract shall be in the standard CONGENBILL 2007 Bill of Lading form, or any subsequent modification thereof. On completion of loading:
- a) The Master or Owners' agent shall sign and issue on demand Bill(s) of Lading or non-negotiable Sea Waybills or non-negotiable Sea Waybills as presented by Charterers, in strict conformity with Cargo's Receipts.
 - b) The Master shall ensure that (i) Cargo's Receipts and (ii) Bill(s) of Lading signed and issued by the Master or Owners' agent accurately describe the cargo's apparent order and condition. Owners shall indemnify Charterers against all consequences or liabilities which may arise as a result of the Cargo's Receipts or Bill(s) of Lading inaccurately describing the cargo's apparent good order and condition.
 - c) All Bills of Lading issued under this Contract are to incorporate the Hague-Visby Rules.
- 28.2 The Bill of Lading quantity is to be determined by a draft survey, with Owners responsible for any costs incurred, including but not limited to costs that may arise from any dispute and/or discrepancies and/or disagreements regarding to the quantity found on the draft survey.
- 28.3 While the surveyor is taking draft readings and/or tank soundings, Master is not to take on board or pump ballast at load and discharge ports without obtaining permission from Charterers, and Vessel is not to take on, release, or switch from one tank or other compartments to another any ballast, fresh water or fuel oil.

CLAUSE 29 - NOTICE OF READINESS

- 29.1 Subject to Clause 29.3, written notice of readiness (NOR) at all Load Port(s) and Discharge Port(s) is to be tendered to the Charterers/Owners'/Receivers' or their nominated agent upon arrival at the port, irrespective of official hours (SHINC) at any time during the day or night, whether in berth or not, whether in free pratique or not, whether customs cleared or not, provided the Vessel is in all respects ready to load/discharge and always subject to the other provisions in Clause 29. If the Vessel is prevented from entering the Load Port or Discharge Port due to proven congestion, Vessel is permitted to tender NOR, whether in port or not. However, shifting time from the place NOR was tendered until berth shall not count as laytime, even if Vessel is on demurrage. Vessel shall proceed to anchor at the inner, outer or usual anchorage as prompt as possible once availability is confirmed.
- 29.2 In the event that NOR is tendered before the first day of the respective laydays, for laytime purposes, NOR shall be considered as tendered at 00:01 hours on the first day of the laydays, unless loading commences sooner in which case NOR will be accepted according to Clause 33.1 and actual time to count.
- 29.3 In the event that free pratique and/or customs clearance has/have not been granted, or any kind of authorization required by the applicable law and/or authorities has/have not been granted, or the Vessel was in breach of any local rules, laws and regulations, for whatever reason (provided not due to the fault of Charterers, shippers or cargo receivers), at the moment the Vessel is called to berth, the NOR shall be considered null and void and therefore laytime will not have started to count. The Vessel can only tender a new NOR once in free pratique and/or customs clearance and/or any kind of authorization required by the applicable law and/or authorities have been granted or the breach of any local rules, laws and regulations is cured.
- 29.4 The Vessel shall be deemed to have arrived at Load Port upon entering the Port limits, when it reaches the place named "Itaguaí Pilot Position" and at Discharge Port upon the Vessel being brought up at anchor at the inner, outer, or usual anchorage or, if the Vessel does not anchor, the Vessel shall be deemed to have arrived when the local pilot boards the Vessel and the Vessel has tendered a valid NOR in accordance with the terms of this Charterparty.

CLAUSE 30 - LAYTIME

- 30.1 Laytime will be calculated per weather working day of twenty four (24) consecutive hours or pro rata part thereof, Sundays and holidays included, although excluding the Major Holidays, even if the Vessel is on demurrage set out in Clause 12 of the MAIN TERMS FIXTURE unless used.
- 30.2 Laytime at Load Port and Discharge Port shall only start to count upon expiration of the Turn Time period agreed under Clause 10 or 11 (as appropriate) of the MAIN TERMS FIXTURE which shall be triggered either by the tendering of a valid NOR as per Clause 29 or upon commencement of loading/discharging operation, whichever is the earlier. Major holidays as described in Clause 12 of the MAIN TERMS FIXTURE will not count as laytime except if used.
- 30.3 In the event there are two (2) or more Load Port or Discharge Ports:
- a) First (1st) Load Port/Discharge Port: Laytime shall commence as set out in Clause 30.2 above.
 - b) Second (2nd) and subsequent Load Port / Discharge Port: Laytime, or demurrage if on demurrage, will start to count upon expiration of a new Turn Time period as agreed under clause 10 or 11 (as appropriate) of the MAIN TERMS FIXTURE which shall be triggered either by the tendering of a new valid NOR in accordance with Clause 29 or by the commencement of loading/discharging operations, whichever is the earlier. Major holidays as described in Clause 12 of the Main Terms Fixture will not count as laytime, even if the Vessel is on demurrage, unless used.
- 30.4 In case by custom or usage only one (1) NOR is given for two (2) or more ports/terminals, laytime or time on demurrage at the second and subsequent ports/terminals shall start to count upon expiration of a additional Turn Time period as agreed under Clause 10 or 11 (as appropriate) of the MAIN TERMS FIXTURE which shall be triggered when the Vessel berths or

anchors at the usual waiting place if no berth is available at the ports/terminals concerned. The time of berthing or anchoring at each of the ports/terminals concerned shall be mentioned in the Statement of Facts.

- 30.5 Time from completion of discharge at the first port until arrival at the second port shall not count as laytime.
- 30.6 Laytime permitted at the port of Load Port and Discharge Port(s) shall be calculated on the Bill of Lading quantity plus any quantity upon which deadfreight is payable.
- 30.7 Laytime will be non-reversible.
- 30.8 Time shall not count against laytime or, if the Vessel is on demurrage, for demurrage when spent or lost:
- a) when shifting between anchorage to load/discharge berths and /or between load/discharge berths within the same port.
 - b) as a result of an order by the Master or the Port Authority, for any reason whatsoever, for the Vessel to leave the berth, in which case time shall not count from the cessation of loading or discharging operations (whichever is applicable) until the Vessel is again at the berth ready to resume loading or discharging. Furthermore, the cost of such shifting shall also be for Owners' account;
 - c) as a result of an order by the Port Authorities prohibiting loading/discharge and or an order by the Port authorities for the Vessel to leave berth on account of any failure by Owners to comply with the terms of this Contract, in which case time shall not count from the cessation of loading or discharging, whichever is applicable, until the Vessel is again at the berth ready to resume loading or discharging shall not count. The costs of such shifting shall also be for Owners' account.
 - d) when shifting at Owners' request after the Vessel has berthed for any other reason whatsoever. Furthermore, the cost of such shifting shall also be for Owners' account;
 - e) when shifting alongside a quay. Furthermore, shifting alongside a quay shall not be considered an additional berth;
 - f) on an inward passage, including awaiting daylight, tide, opening of locks, pilot or tugs and moving from an anchorage (in which case time shall stop counting once pilot is on board), even if lightering has taken place at the anchorage, until the Vessel is all fast alongside, and ready in all respects to load/discharge, including all hatches passed, custom cleared and in free pratique. If such time is used during the Turn Time period agreed under Clause 10 or 11 (as appropriate) of the MAIN TERMS FIXTURE, the counting of such Turn Time will be interrupted during the shifting operation;
 - g) in obtaining free pratique, customs clearance or complying with the port authority's demands;
 - h) due, whether directly or indirectly, to a breakdown, defect, deficiency or inefficiency or other cause attributable to the Vessel, Master, officers, crew, Owners or their servants or agents;
 - i) due to adverse weather conditions (including but not limited to heavy rains, snow, floods, frost, swell, strong winds or fog) that interrupt the loading or discharge or hinder or delay or interrupt the Vessel from berthing, even if the Vessel is at anchorage or shifting to berth;
 - j) due to an electricity or power cut in the entire harbor area, for the duration of electricity or power cut, irrespective of whether the Vessel is at anchorage or shifting to berth;
 - k) due to, or in connection with, the handling of opening and closing the Vessels hatches, ballast/de-ballasting unless carried out concurrently with loading or discharge such that no loss of time is involved;
 - l) In case normal loading has to be interrupted or normal loading speed reduced due to insufficient ballast pump capacity in relation to loading capacity;
 - m) due, either directly or consequentially, to the Vessel in obtaining gas free clearance;
 - n) due to, or in connection with, the discharging of slops unless carried out concurrently with loading or discharging such that no loss of time is involved;
 - o) due to a labor dispute, or strike, involving Master, officers or crew or tugs or pilots, irrespective of whether the Vessel is at anchorage or shifting to berth.;
 - p) due to legally mandated priorities for Government and coastwise shipping, even if the Vessel is at anchorage or shifting to berth.
- 30.9 Time shall count against laytime or, if the Vessel is on demurrage, for demurrage when spent or lost: -
- a) shifting at Charterers'/Shippers'/Receivers' request after the Vessel has berthed. Furthermore, the cost for such shifting shall be on account of the Party requesting such shifting;
 - b) due to electricity or power cuts at the quay only (but not in the entire harbour area) affecting the loading/ discharging, irrespective of whether the Vessel is at anchorage or shifting to berth;
- 30.10 Time spent conducting a draft survey shall count as half laytime or, if the Vessel is on demurrage, half demurrage. However, time spent conducting a draft check shall be for the account of the Party requesting the draft check.

- 30.11 Laytime or, if the Vessel is on demurrage, demurrage shall run until the Vessel has completed loading or discharge (as appropriate) and (if applicable) obtained a final draft survey.
- 30.12 If any proven stevedore's damage prevents the Vessel from leaving the Load Port / Discharge Port, laytime or demurrage, if the Vessel is on demurrage, shall run until the completion of such repairs.
- 30.13 Vessel shall sail from the loading and/or discharging berth as soon as loading and/or discharging and/or subsequent formalities are completed. If for any reason Owners failure to do so, any time, risk, delay, costs, expenses, damages or losses suffered by Charterers will be for Owners account.

CLAUSE 31 - INSPECTION

- 31.1 Charterers or their representatives shall have the right at any time whilst the Vessel is in port, on reasonable notice, to inspect or survey the Vessel. The inspection will be to assess the Vessel's quality of maintenance and other operational standards, and to ascertain whether the Ship complies with the terms and conditions of Clause 24. Master and crew shall extend all reasonable assistance and co-operation to the Charterers or their representatives.

CLAUSE 32 - HEALTH AND SAFETY

- 32.1 Owners shall have on board the Vessel an effective occupational health and safety policy with the objective that due care and attention is given by crew members to safe working practices in all operations pertaining to the Vessel, in accordance with the requirements of the Flag State of the Vessel, and of any applicable International Convention and to comply with the requirements of Port Authorities (Load Port and Discharge Port). Owners shall have a policy regarding drug and alcohol abuse on board the Vessel, with the objective that no crew member will navigate the Vessel or operate its onboard equipment whilst impaired by drugs or alcohol. The policy will also have the objective of strictly prohibiting the possession, use, transport and distribution of illicit or non-prescribed drugs by crew members. Owners shall exercise due diligence throughout the currency of this Contract to ensure that such policies are complied with.

CLAUSE 33 - HOLD CLEANLINESS

- 33.1 At the Load Port(s) the Vessel's holds shall be clean, dry, properly swept, free of remains of previous cargo and suitable in all respects (which shall include a gas-free certificate if the Vessel is a combination carrier) to receive the cargo to be loaded under this Contract to the satisfaction of an independent surveyor and/or such recognised local authority as the regulations/Charterers/shippers may require. If the Vessel's holds are found to be unsuitable, any time lost until the Vessel is accepted and is ready to load in all her holds shall not count as laytime or time on demurrage, but if loading commences in one or more of the holds then laytime or time will count pro rata, subject to the Turn Time agreed under clause 10 or 11 (as appropriate) of the MAIN TERMS FIXTURE being deducted from laytime. Any expenses directly attributable thereto including but not limited to standby of trucks, labour and mechanical equipment shall be for Owners' account.

CLAUSE 34 - HATCHES

- 34.1 The Vessel is to present herself at Load Port and Discharge Port with hatches opened and in fully suitable condition to perform the loading/discharging operation. Should this fail to occur the time lost for opening the hatches and making the Vessel ready for the loading or discharge to start shall not count as laytime even if the Vessel is on demurrage.
- 34.2 All time and expense relating to covering and uncovering of hatches will be for Owners' account.
- 34.3 Master shall cover the hatch(es) of each hold as soon as loading into that hold has finished.
- 34.4 If weather is inclement or wet Master shall have all hatches closed when loading or discharging has finished for the day. During rain and/or snow and/or high wind Master shall cover up all hatches into or from which loading or discharging is not in progress.

CLAUSE 35 - OVERTIME

- 35.1 Overtime, if any, to be for account of the Party ordering the same, except:
- a) Overtime for officers and crew, which always to be for Owners' account.
 - b) Overtime ordered by the Port Authorities or the other Party controlling the lading or discharging terminal or facility, to be shared equally between Charterers' and Owners'.

CLAUSE 36 - STEVEDORES

- 36.1 The stevedores at Load Port and/or Discharge Port(s) will be appointed by Charterers, Shippers or Receivers although to be under the direction, responsibility and control of the Master who may be requested to issue and sign a statement that the cargo has been stowed to his satisfaction. If such request is not presented, the issuing of a Bill of Lading on behalf of the Master is sufficient evidence that the cargo was received and stowed to the satisfaction of the Master.

- 36.2 Subject to Masters' discretion, stevedores may use bulldozers inside the holds always provided the weight does not exceed the tank top strength as per Vessel's description clause. Master shall confirm in writing that he is in agreement with the operation providing details of the same.
- 36.3 The Charterers, Shippers, Receivers and stevedores shall not be responsible for fair wear and tear commensurate with the nature of the trade.
- 36.4 Stevedores damage(s) to the Vessel, if any, at Load Port and/or Discharge Port(s) to be settled directly between Owners and Stevedores. In the event owners are unable to obtain settlement directly with Stevedores, Charterers to lend their cooperation to assist Owners in obtaining settlement from the Stevedores, including time for repair. Owners and Master shall give written notice to Charterers and Stevedores respectively immediately after the occurrence, and not later than twenty four (24) hours after the occurrence, otherwise any claim shall be deemed to be waived and absolutely barred.
- 36.5 Charterers and/or stevedores may appoint a surveyor to inspect both the alleged damage and any repairs carried out by Owners and to enable such a survey to take place Owners shall provide Charterers with adequate notice of any intended repairs.

CLAUSE 37 - LIGHTS ON BOARD

- 37.1 The Vessel to give free use of lights on board and in the holds during loading/discharging operation, day and night, which shall be adequate for all cargo operations, if so required by Charterers, Shippers or Receivers.

CLAUSE 38 - DAMAGES CAUSED BY THE VESSEL OR THE CREW

- 38.1 Damages caused by the Vessel or the crew to the equipment and/or installations of Load Port and/or Discharge Port(s) and/or personal injuries and/or any accident or incident involving the Vessel, no matter what the cause, will be Owners' responsibility only. Owners agree to settle such claims, and will indemnify Charterers or any other Party against which liabilities may be imposed if any such claims are made against such Charterers or such other parties.
- 38.2 If any time is lost following an event in Clause 38.1, such time will not count as laytime, or time on demurrage.
- 38.3 If any of the events set out in Clauses 38.1 and 39.1 occur then, if requested, Owners (or their P&I Club) shall provide a guarantee to the Charterers or any other Party (which has sustained any such damages for the purposes of Clause 38.1 and/or be subject to any such liability for the purposes of Clause 39.1) against which liabilities may be incurred before sailing, such guarantee to be to the satisfaction of the Charterers or such other Party(ies).

CLAUSE 39 - POLLUTION INDEMNITY

- 39.1 Owners agree to indemnify Charterers, their agents or any other Party against any liabilities which may be imposed on them or which they may incur under any statute, rule, or regulation regarding liability for pollution of waters by oil or other substances, by reason of any contravention of such statute, rule, or regulation by the Vessel, the Master, or any servant or agent of Owners provided that such contravention shall not have been caused or contributed to by Charterers. Owners warrant that the Vessel is entered with a P&I Club which is a member of the International Group of P&I Clubs for cover for liabilities arising out of any contravention as aforesaid. Laytime shall not count nor will demurrage accrue for any time lost through non-conformity with the above.

CLAUSE 40 - DUTY OF THE MASTER TO COMPLY WITH PORT REGULATIONS

- 40.1 Master to be advised by Owners and to inform himself of the local authorities and terminal rules for Vessels in anchor or berthed and operating in the terminal, including but not limited to oil or waste pollution by spills, or pumping out from bilges, jettisoning wastage, ballasting and deballasting, receiving bunkers from barges, and receiving visits on board, contraband or drugs matters.
- 40.2 Any liability, penalty, expenses or time lost due to the infringement of all applicable international and/or local rules, laws and regulations will be for Owners' account.

CLAUSE 41 - LIGHTERAGE AND LIGHTENING

- 41.1 Charterers have the option of discharging into lighters and/or otherwise lightening the Vessel if it so requires; the time and expenses thereof shall, subject to Clause 25, be for Charterers' account and time so used shall count as laytime.
- 41.2 Otherwise all other terms, conditions and exceptions of this Contract shall apply to lighterage and lightening.

CLAUSE 42 - OWNERS' LIABILITY

- 42.1 Owners are responsible for carrying and delivering the cargo to the Discharge Port. Irrespective of the Party signing the Bills of Lading and without prejudice to the Bill of Lading holder's rights to claim against Head Owners, for the purposes of this Charterparty Owners shall be deemed to be the carriers.
- 42.2 In the event Owners are disponent Owners of any Vessel nominated hereunder, Owners shall be liable for any act / default or omission of Head Owners which constitutes a breach of this Charterparty.

CLAUSE 43 - DAMAGE TO CARGO

- 43.1 Charterers' liability shall cease as soon as the cargo is loaded on the Vessel, except for payment of freight, demurrage and deadfreight, if any.
- 43.2 Once cargo is loaded on the Vessel Owners shall be responsible for any damage to or loss of the cargo under this Contract whatever the cause, unless caused by Charterers.
- 43.3 Time lost due to damage to cargo not to count as laytime or time on demurrage, even if the Vessel is on demurrage.
- 43.4 Should the cargo be damaged/lost once it is shipped at Load Port or before it is delivered at Discharge Port, Owners (or their P&I Club) shall supply Charterers with a suitable guarantee to cover any cargo damages/losses.
- 43.5 Time lost waiting for production of such guarantee shall not count as laytime or time on demurrage, if the Vessel is on demurrage.

CLAUSE 44 - DELIVERY OF CARGO WITHOUT PRODUCTION OF THE ORIGINAL BILL OF LADING

- 44.1 If requested by Charterers, the Master shall release all or part of the cargo at the Discharge Port(s) without presentation of the original Bills of Lading. Prior to discharge Charterers shall provide Owners with a letter of indemnity as per Owners' P&I Club form, but without a bank guarantee. Such letter of indemnity will not need to be counter-signed by a bank, and will automatically become null and void and will be promptly returned to Charterers upon presentation of the original bills of lading to the Master/Owners.
- 44.2 Time lost waiting for the letter of indemnity to be issued shall count as laytime, or time on demurrage, except in the event of fault or unreasonable or deliberate delay on the part of Owners or their agents.

CLAUSE 45 - FORCE MAJEURE

- 45.1 Owners and Charterers shall not be liable to the other for any delay or failure in the performance of any of their obligations under this Contract, nor shall laytime count, nor shall any other time thereby lost count against Charterers whether the Vessel is already on demurrage or otherwise, if such delay or failure is due to or results directly or indirectly from an act of war or the anticipated imminence thereof between nations; restraints of rulers, governments or people; act of terrorism, legislation, decrees, orders, regulations or the like by the government and/or governmental and/or administrative authorities of the country of shipment or discharge or any port or waterway where the Vessel may from time to time be, or of the Vessel's flag; inability to obtain export or import licenses; blockade, sanctions, civil commotion, political disturbances, revolution, boycott, or any effects whatsoever thereof; blockages or obstructions in the Load Port and Discharge Port(s), the navigation channels or approaches; accidents or stoppages, mechanical or electrical breakdowns, whether total or partial, at mines, ports, railways, or other means of transport to and from the ports; epidemics; quarantine; fires; acts of God; inclement weather (including but not limited to drought, fog, frosts, floods, snow, storms, swell, tempest or washaways); congestion at the Load Port and Discharge Port(s) resulting from any of the above causes; or any other event or occurrence of any nature or any kind whatsoever beyond the reasonable control of the parties, including, but not limited to any delay or failure resulting directly or indirectly from the consequences of such event(s) after it/they have ceased to operate ("Force Majeure").
- 45.2 For the avoidance of any doubt, Force Majeure may be invoked if any such circumstance, event or fact as per Clause 45.1 has taken place at any location affecting any operation whatsoever inherent to the performance of Charterers' contractual obligation, including but not limited to mine(s), plant(s), loadout(s) or transportation system(s), where the product is extracted, produced, processed, loaded, handled or transported or at railway(s) and/or at the port(s) where it is transported, handled and loaded/discharged.
- 45.3 The Party whose performance of any obligation is directly or indirectly affected, or who has reason to believe such performance may be affected by a Force Majeure event shall, as promptly as possible, give notice thereof to the other Party in writing and shall provide supporting evidence of the relevant event as is reasonably available.
- 45.4 Should any of the circumstances detailed in Clause 45.1 affect the performance of any obligation under this Contract up to and including fifteen (15) days in duration, in relation to any particular shipment, consecutive days Charterers shall have the option of ordering the Vessel to a safe alternative port where she can safely load/discharge. If the Vessel sails from the Load Port with part of the intended shipment, Charterers shall pay freight only on the quantity actually loaded and, subject to Charterers' approval (such approval not to be unreasonably withheld) Owners shall have liberty to load the Vessel with other cargo en-route for their own account, although there is only to be one Charterers' cargo per hold. If the nomination of any substitute port results in an increase in the distance steamed by the Vessel, Charterers will pay a freight differential as agreed with Owners, same to be calculated on an open book basis.

- 45.5 Should any Force Majeure event, or the consequences of an event after it has ceased to operate, lead either directly or indirectly to delays then Charterers and Owners shall take reasonable steps to make good and resume with the least possible delay compliance with any of their obligations under this Contract which have or had been affected Charterers, whilst having contractual commitments to other owners and operators of other Vessels at Load Port and/or Discharge Port(s) may be directed by the Port Authority to allocate berths and cargo at the port(s), and, accordingly, Charterers shall not be bound to give Owners any precedence over any other Vessel.
- 45.6 Should any of the circumstances detailed in Clause 45.1 lead to delays over fifteen (15) days in duration, in relation to any particular shipment, then either Charterers or Owners shall have the right to cancel the particular shipment in question with fifteen (15) days' written notice without liability to either party including demurrage. The corresponding quantity of cargo shall be deducted from the outstanding balance of this Contract. Alternatively, Owner and Charterer may agree on an extension to the term of this Contract beyond its original term by the period of suspension hereof.
- 45.7 If the cumulative Force Majeure events as defined in Clause 45.1 above in the contract period total more than thirty (30) days, the Charterers shall have the right to reduce, in proportion to the number of days in which force majeure events occurred, the contractual number of shipments to be performed in that contractual year.

CLAUSE 46 - STRIKES

- 46.1 Time lost in loading and/or discharging by reason of any of the following causes shall neither count as laytime nor as time on demurrage: strikes, industrial disturbances, lockouts or stoppages of personnel connected with mining, production, port or facility services or any transport and/or handling of the cargo whether inland or at the port or facility. Furthermore, Charterers, Shippers and/or Receivers shall not be liable or otherwise responsible for the consequences preventing, affecting, hindering or delaying loading and/or discharging by any of the foregoing.
- 46.2 If there is a strike, industrial disturbance, lockout or stoppage as defined in Clause 46.1 at the Load Port or facility prior to the Vessel's arrival there, Owners may request from Charterers a declaration as to whether Charterers agree to maintain the voyage calculating laytime as if there were no strike, industrial disturbance, lockout or stoppages. If Charterers have not made such a declaration within seventy two (72) hours (excluding holidays and weekends) of such request, Owners have the option of cancelling the voyage without any liability to Owners or Charterers. The corresponding quantity of cargo shall be deducted from the outstanding balance of that contract period.
- 46.3 Owners shall have the liberty to sail from a Load Port or loading facility affected by a strike, industrial disturbance, lockout or stoppage as defined in Clause 46.1 without the cargo or sail with any cargo forming part of the intended shipment on expiry of seventy two (72) hours' notice of Owners' intention to do so which in any case shall not be declared by Owners until at least ninety six (96) hours have elapsed since the Vessel's arrival at or off the port or facility so affected. Owners' seventy two (72) hour notice shall be invalidated by the cessation of the strike, industrial disturbance, lockout or stoppage within this period. If the Vessel sails with part of the intended shipment Charterers shall pay freight only on the cargo quantity actually loaded and, subject to Charterers' approval, Owners shall have liberty to complete with other cargo en-route for their own account, although it shall be naturally separated by holds. In these circumstances the full cargo quantity notified by Owners shall be deducted from the outstanding balance of that contract period.
- 46.4 The party whose performance of an obligation under this Clause is affected by any of the event referred to above shall not be required to take any step to settle or influence the outcome of a strike, lockout or stoppage.
- 46.5 The party whose performance of any obligation under this Clause is affected, or who has reason to believe such performance may be affected, by reason of any of the events referred to above shall, as promptly as possible, give written notice thereof to the other party concerned and shall also as promptly as possible thereafter notify the other party concerned, in writing, of particulars of the relevant event and supply supporting evidence.

CLAUSE 47 - INSOLVENCY/BANKRUPTCY

- 47.1 In the event that either Owners or Charterers become insolvent, bankrupt or are unable to pay their debts as they mature or apply for or suffers the appointment of a liquidator or receiver on the whole or any part of their assets or revenues, or enter into an arrangement or composition with or for the benefit of their creditors, then whichever Party is not the one suffering from the conditions listed in this paragraph may at their sole discretion:
- a) Terminate this Contract by giving written notice to the other party with immediate effect.
 - b) Give to the receiver, trustee, liquidator, provisional liquidator, official manager or other person the option to perform this Contract subject to him providing a guarantee (satisfactory to the non-insolvent Party) for the time being remaining to be performed for the due faithful performance of this Contract.
- 47.2 This is without prejudice to any right to claim damages that the terminating Party may have suffered.

CLAUSE 48 - UNFORESEEN CIRCUMSTANCES

- 48.1 Owners and Charterers realise that circumstances may arise which could not have been foreseen at the time this Contract was executed and each agree to use their best efforts to solve any such problems in a spirit of mutual understanding and co-operation.

CLAUSE 49 - LIEN

- 49.1 If the Vessel is under charter to Owners then Owners shall defend, indemnify and hold Charterers harmless from any lien on cargo exercised by the actual/head/other disponent owners of the Vessel arising from the failure of Owners to discharge their obligations to the Vessel's actual/head/other disponent owners under charter.

CLAUSE 50 - TIME BAR

- 50.1 Charterers shall be discharged and released from all liabilities in respect of any claims for demurrage, detention or deadfreight Owners may have under this Contract unless Charterers are notified with 30 days after the completion of discharge and, subsequently, a claim in writing, together with all the supporting documentation (duly signed and stamped by the Master) substantiating each and every constituent part of the claim, is presented to Charterers within ninety (90) days of the completion of discharge of the cargo.
- 50.2 Without prejudice to Clause 49.1 and save where time extension is agreed in writing, any claim whatsoever against Charterers for any and all amounts which are alleged to be for Charterers' account under this Contract shall be extinguished and time barred, and Charterers shall be discharged from all liability whatsoever in respect thereof, unless legal or arbitration proceedings are commenced within one (1) year from the conclusion of the relevant Voyage in connection with which the claim is being raised. For the purpose of this clause the relevant voyage shall be deemed as concluded upon completion of discharge operations or, if discharge operations are not carried out, when such operations were intended to take place.

CLAUSE 51 - ISM

- 51.1 From the date of coming into force of the International Safety Management (ISM) Code in relation to any Vessel nominated and thereafter during the currency of this Contract, Owners shall procure that every Vessel nominated and the "Company" (as defined in the ISM Code) shall comply with the requirements of the ISM Code. Upon request, Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to Charterers.
- 51.2 Except as otherwise provided in this Contract, 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 52 - ITF

- 52.1 Owners shall provide evidence to Charterers that any Vessel nominated, excluding those manned by Master and crew of the same nationality as the flag state of a Vessel's registration, shall comply with all the requirements of the International Transport Federation (ITF) or any successor organisation at the Load Port and Discharge Ports from time to time applicable.
- 52.2 If a Vessel does not possess a current ITF certificate or equivalent acceptable to the ITF, or if a Vessel certificate lapses during the currency of a Voyage under this Contract, Charterers may terminate the Voyage without prejudice to any costs, expenses and right to claim damages from Owners.
- 52.3 Further, Owners shall keep Charterers fully indemnified against any consequences (including any delay, loss of time, extra expenses, as well as Charterers' costs to provide a suitable replacement Vessel to meet its scheduling requirements) occasioned by such absence of or lapse of a Vessel's ITF certification and/or failure to comply with any rules, by-laws or regulations as aforesaid.
- 52.4 In the event of loss of time and/or extra expenses incurred due to boycott of the Vessel (whether actual or threatened) and/or dispute with labor because of the Vessel's flag or nationality of Owner, Master, Officers or crew are employed, such time shall neither count as laytime nor time on demurrage and such extra expenses shall be for Owner's account.

CLAUSE 53 - ISPS

- 53.1 In this Clause:
- a) "CSO" means Company Security Officer;
 - b) "ISPS Code" means the International Ship and Port Facility Security (ISPS) Code (as amended from time to time) and the relevant amendments to Chapter XI of the International Convention for the Safety of Life at Sea 1971;
 - c) "SSO" means Ship Security Officer;
 - d) all words and expressions that are defined in the ISPS Code have the same meanings in this Clause, in particular the "Company", "Company Security Officer", "Interim International Ship Security Certificate", "International Ship Security Certificate", "Ship Security Officer", and "Ship Security Plan".
- 53.2 From the date of coming into force of the ISPS Code in relation to any Vessel nominated and thereafter during the currency of this Contract, Owners shall ensure that any Vessel nominated and the Company comply at all times with the requirements in the ISPS Code relating to any of the Vessels and the Company. Owners shall provide to Charterers:

- a) a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) for any nominated Vessel; and
 - b) the full style contact details of the CSO.
- 53.3 Except as otherwise provided in this Contract, Owners shall be liable for any loss, damage, expense or delay which arises from any failure at any time of the Company or any Vessel to comply with the requirements of the ISPS Code (or the taking of any action to meet such requirements) or breach by Owners of any of its obligations in this Clause.
- 53.4 Charterers shall provide the CSO and either the SSO or the Master with Charterers' full style contact details and any other information Owners require to comply with the ISPS Code. Any delay caused by Charterers' failure to provide information required under this paragraph shall count as laytime and Charterers must reimburse Owners for any additional costs incurred by Owners which directly result from Charterers' failure to provide such information.
- 53.5 The Master shall be entitled to tender NOR even if a Vessel is not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code provided the SSO and the Master believe (having made all reasonable enquiries) that clearance will be granted swiftly in accordance with normal practice and procedure at the port. However, the NOR shall be null and void and laytime will therefore not have begun to count if any delay in clearance of a Vessel arises from any failure at any time of the Company of a Vessel to comply with the requirements in the ISPS Code (or the taking of any action to meet such requirements) or breach by Owners of any of their obligations in this Clause.
- 53.6 Notwithstanding Clause 53.5, any time lost as a result of security measures imposed by port facility or relevant authority under the ISPS Code shall not count as laytime or time on demurrage (unless such lost time was directly caused by Charterers' failure to comply with their obligations in the ISPS Code or this Clause), whether the Vessel is on demurrage or not.
- 53.7 Notwithstanding anything else in this Contract:
- a) Owners and Charterers shall share in equal proportions any additional costs or expenses arising out of, or related to, security regulations or measures required by a port facility or relevant authority under the ISPS Code including security guards, launch services, tug escorts, port security fees or taxes and inspections (provided that if any such additional costs arise solely from either Party's failure to comply with the requirements of the ISPS Code or this Clause, then that Party will be solely responsible for such costs);
 - b) Owners shall be responsible for the cost and expense of all measures required by Owners or the Company to comply with the Ship Security Plan.
 - c) 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.

CLAUSE 54 - ICE CLAUSE

- 54.1 Should ice prevent a Vessel from reaching discharge port(s), Charterers shall have the option of keeping the Vessel waiting until the re-opening of navigation on paying demurrage for time thereby lost, or of ordering the Vessel to a safe and immediately accessible port where it can safely discharge without risk of detention by ice. Such orders are to be given within forty eight (48) hours after Master or Owners has given notice to Charterers and consignee(s) of the impossibility of reaching the Discharge Port(s).
- 54.2 If, during discharging the Master, for fear of the Vessel being frozen in, deems it advisable to leave, he has the liberty to do so with whatever quantity of cargo he has onboard. Owners shall forthwith give notice to Charterers of the situation. Within forty eight (48) hours after receipt of such notice Charterers shall give notice to Owners in reply nominating (an) alternate discharge port(s).
- 54.3 On delivery of the cargo at (the) alternate Discharge Port(s), all conditions of the Contract shall apply and Owners shall receive the same freight as if the Vessel had discharged at the original Discharge Port(s), except that if the distance of the alternate Discharge Port(s) exceeds one hundred (100) nautical miles, Charterers shall pay Owners any extra expenses incurred by Owners due to such alteration of destination.

CLAUSE 55 - DRYDOCKING

- 55.1 The Vessel shall not be dry docked during the currency of any Voyage under this Contract except in case of emergency.

CLAUSE 56 - JAPANESE TRADING CLAUSE

- 56.1 Owners undertakes as a condition that any Vessel nominated for a Voyage to and from any port(s) in Japan shall have on board a valid International Group of P&I Clubs certificates of Insurance issued by MOLT (Ministry of Land Infrastructure and Transport (Japan) as required under Japanese Law. Owners shall ensure full compliance with all Japanese reporting obligations required under Japanese Law. Further and without prejudice to Charterer's other legal rights, Owner shall indemnify Charterer as a consequence arising out of non compliance of this provision.

CLAUSE 57 - GENERAL AVERAGE

- 57.1 Any General average occurring under this Contract is to be adjusted, stated and settled in London according to shall be payable according to the York/Antwerp Rules 1994, as amended, according to English Law and practice.

CLAUSE 58 - PARAMOUNT CLAUSE - GENERAL - BIMCO 1997

- 58.1 The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.
- 58.2 When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract.
- 58.3 The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.
- 58.4 The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

CLAUSE 59 - NEW JASON CLAUSE

- 59.1 In the event of accident, danger, damage or disaster before or after the commencement of the Voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible by statute, Contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the good to the carrier before delivery.

CLAUSE 60 - BOTH-TO-BLAME COLLISION CLAUSE

- 60.1 If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the cargo carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of the said cargo, paid or payable by the other or non-carrying Vessel or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying Vessel or her owners as part of their claim against the carrying Vessel or carrier.
- 60.2 The foregoing provisions shall also apply where the owners, operators, or those in charge of any Vessel or Vessels or objects other than, or in addition to, the colliding Vessels or objects are at fault in respect to a collision or contact.

CLAUSE 61 - VOYWAR 1993 CLAUSE

- 61.1 For the purpose of this Clause, the words:
- (a) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
 - (b) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all Vessels or imposed selectively against Vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever) by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgment of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.
- 61.2 If at any time before the Vessel commences loading, it appears that, in the reasonable judgment of the Master and/or the Owners, performance of this Contract, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers, the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel

this Contract if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

- 61.3. The Owners shall not be required to continue to load cargo for any Voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any Voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the Voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgment of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfillment of the Contract. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the Load Port, to receive the full freight as though the cargo had been carried to the Discharge Port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.
- 61.4 If at any stage of the Voyage after the loading of the cargo commences, it appears that, in the reasonable judgment of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a Voyage of the nature contracted for, and there is another longer route to the Discharge Port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.
- 61.5 The Vessel shall have liberty:
- a) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;
 - b) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;
 - c) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;
 - d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;
 - e) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;
 - f) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route
- 61.6 If in compliance with any of the provisions of Clauses 61.2 to 61.5 anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfillment of this Contract.

CLAUSE 62 - BUNKERING CLAUSE

- 62.1 The Vessel shall have the liberty as part of the Contract Voyage to proceed to any port or ports at which bunker fuel is available for the purpose of bunkering at any stage of the Voyage so long as such ports are reasonably on the customary route or routes between any of the Load Port(s) and/ or Discharge Port(s) named in this Charterparty, or nominated afterwards, and providing such bunkering is necessary for and will neither cause excessive delay on the performance of any Voyage agreed hereunder nor will it compromise the arrival of the Vessel within the given Laycan at Load Port or the expected ETA at Discharge Port considering Vessel's obligation of utmost despatch.

CLAUSE 63 - RELETING, SUBLETTING, SUBCONTRACTING AND ASSIGNING

- 63.1 Neither Party may relet, sublet, subcontract and assign or otherwise transfer any of its rights and obligations under this Contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided, however, that Charterers may assign, in whole or in part, its rights and obligations under this Contract to any Charterers' Affiliate, without Owners' previous consent.
- 63.2 Unless otherwise agreed by the Parties, any authorized assignment shall be effective (a) if such assignment is being made by Charterers in accordance with Clause 63.1 above, immediately after the date a notice to that effect is received by Owners, or (b) if such assignment is being made by the assigning Party to any other third party, on the date the other Party

receives a notice to that effect from the assigning Party and expressly agrees to such assignment, in any case, without the need for any amendment to this Contract or any additional formality.

- 63.3 The assignment notice shall be signed by the Party to which the assignment is being made (such party, the "Succeeding Party"), which shall expressly consent to the assignment and agree to assume all rights and obligations of the assigning Party on the date of the effectiveness of the assignment, including rights and obligations, the exercise or performance of which may have been initiated prior to such date of effectiveness. If so required by the other Party, within (10) ten days from the date such Party receives the assignment notice, the assigning Party shall guarantee, in form and substance reasonably satisfactory to the other Party, the obligations of the Succeeding Party, including, if any, performance and payment obligations. In the event that a guarantee is required as provided herein, such guarantee shall be put in place by the assigning Party on the date the assignment is to be effective or on any other later date to be agreed by the Parties. Following any assignment hereunder, all references in this Contract to the assigning Party shall be deemed to be references to the Succeeding Party.

CLAUSE 64 - AMENDMENTS

- 64.1 Amendments, if any, to this Contract shall be in the form of a properly numbered and executed addendum to this Contract, unless otherwise agreed in writing, email, telex or facsimile by Charterers.

CLAUSE 65 - CONFIDENTIALITY

- 65.1 It is hereby agreed that the terms of this Contract are confidential and that neither Party shall disclose any of the terms to any third party unless such disclosure shall be required by law or to give commercial effect to this Contract.

CLAUSE 66 - DISPUTE RESOLUTION

- 66.1 This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other Party requiring the other Party to appoint its own arbitrator within twenty (20) Working Days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other Party appoints its own arbitrator and gives notice that it has done so within the above mentioned twenty (20) Working Days. If the other Party does not appoint its own arbitrator and give notice that it has done so within the above mentioned twenty (20) Working Day, the Party referring a dispute to arbitration may, without the requirement of any further prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other Party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement. Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. In cases where neither the claim nor any counterclaim exceeds the sum of USD100,000 (one hundred thousand United States Dollars) (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

CLAUSE 67 - IMSBC

- 67.1 With regards to IMSBC code, the only documents provided by Charterers it is as per attached number **XX**. Any shipment must consider that these are the only documents that will be provided and that Charterers will not accept any delay or problems on loading/tt/discharging.

CLAUSE 68 - DESIGNATED ENTITIES CLAUSE

- 68.1 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.
- 68.2 Owners and Charterers respectively warrant that at the date of this fixture and throughout the duration of this Charter Party they Owners and Charterers, are not subject to any of the sanctions, prohibitions, restrictions or designation referred to in this Clause (a) which prohibit or render unlawful any performance under this Charterparty or any sublet or any Bills of Lading. Owners further warrant that the nominated Vessel, or any substitute, is neither a designated Vessel nor subject to sanctions restrictions or designation as aforesaid.
- 68.3 If at any time during the performance of this Charterparty 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 anybody 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.

- 68.4 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 Charterparty.
- 68.5 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.

CLAUSE 69 - COMPLIANCE WITH ANTI-BRIBERY AND ANTI-CORRUPTION REQUIREMENTS

- 69.1 The Parties shall in performing their obligations under this Charterparty:
- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption.
 - (b) not engage in any activity, practice or conduct which would constitute an offence under relevant anti-bribery and anti-corruption laws.
 - (c) have and shall maintain in place throughout the term of this Charterparty their own policies and procedures so as to comply with the foregoing.
 - (d) A Party shall be entitled to terminate this Charterparty if at any time any officer or employee of the other Party pleads guilty to or is convicted of any offence under Anti-Bribery or Anti-Corruption laws provided that such guilty plea or conviction or the events leading thereto materially adversely affect the business and/or reputation of the terminating Party.

CLAUSE 70 - EVENT OF CONFLICT, STANDARD FORM TO PREVAIL

- 70.1 In the event of a conflict of conditions, the provisions of this STANDARD FORM shall prevail over those of MAIN TERMS FIXTURE to the extent of such conflict but no further.

CLAUSE 71 - CONTRACT TERM

- 71.1 Unless earlier terminated pursuant to any other term and/or condition agreed under this Charterparty or in virtue of an agreement between the Parties, this Charterparty shall be concluded when both Parties have fulfilled all their obligations.

CLAUSE 72 - VALIDITY PERIOD FOR THE TERMS OF THIS STANDARD FORM

- 72.1 The conditions agreed between Owners and Charterers under the terms of this STANDARD FORM shall be valid for a period of XXXX moths/year beginning on XXXX and ending on XXXX (the "Validity Period") and, unless otherwise agreed by the Parties in writing, any future shipment agreed between the Owners and Charterers during the Validity Period, if any, shall be performed under a new contract using the same terms agreed under this STANDARD FORM.
- 72.2 For the avoidance of any doubt, the Validity Period agreed under clause 72.1 above shall not be mistaken for or interfere in any way with the contract term of this Charterparty agreed under clause 71. By agreeing to the Validity Period, Owners and Charterers are merely assenting that if the Parties agree, during the Validity Period, on the sea carriage of any additional tonnage of dry bulk cargo, such as but not limited to coking coal or metallurgical coke on board a vessel supplied by Owners, those shipments shall be subject to and performed under the same terms of this STANDARD FORM, although under a new and distinct contract. However, the Parties are not agreeing or making any commitment to actually ship any tonnage of cargo or supply vessels for sea carriage of any tonnage of cargo, other than the cargo and tonnage agreed under the MAIN TERMS FIXTURE of the present Charter Agreement.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed in two (2) counterparts as of the day and year specified in the preamble hereof by their duly authorized representatives.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

For and on behalf of XXXXXXXXXXXX, Address and Country

Name:
Title:

Name:
Title:

For and on behalf of XXXXXXXXXXXX, Address and Country

Name:
Title:

Name:
Title:

*Signature page of the CSN Group Standard Voyage Contract of Affreightment for Iron Ore Cargo dated [*], entered into by and between NAMISA HANDEL GmbH / CSN HANDEL GmbH and XXXXXXXX..*