

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

December 2002

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

PREVIEW

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

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

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

4 **1. VESSELS CONDITION AND ELIGIBILITY TO TRADE**

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

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

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

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

34 **2. PORT OF LOADING**

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

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

- 43 (a) Maximum LOA.....200.00 Metres
44 (b) Minimum LOA120.00 Metres
45 (c) Maximum Beam30.50 Metres
46 (d) Minimum Beam20.00 Metres
47 (e) Maximum Draft.....10.97 Metres
48 (f) Maximum Ship Side To Hatch.....7.92 Metres

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

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

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

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

65 **3. PORT OF DISCHARGE**

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

71 **4. AGENTS**

73 (a) Load Port(s)

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

77
 78 (b) Discharge Port(s)
 79
 80 Agents at the port(s) as per Box 18 to be nominated by Charterers but appointed by Owners with customary
 81 fee for Owners account.
 82
 83 Owners are to make their own arrangements for advances and payment of disbursements to Agents at the port of
 84 loading and discharging. Where the vessel(s) are directly prevented from loading or discharging for failure to comply
 85 with this provision, laytime not to count and demurrage not to accrue.

86
5. NOTICES

87 (a) Load Port(s)
 88
 89 Owners are to give notices as per Box 19 to the Agents as nominated in Box 17 and **Braemar Seascope Pty**
 90 **Ltd (E-mail: perth@braemarseascope.com.au or Facsimile: +61-8-93880537).**
 91
 92 (b) Discharge Port(s)

93
 94 Owners are to give notices as per Box 20 to the Agents as nominated in Box 18 and **Braemar Seascope Pty**
 95 **Ltd (E-mail: perth@braemarseascope.com.au or Facsimile: +61-8-93880537).**
 96
 97

98
6. NOTICE OF READINESS

99 (a) Load Port(s)
 100
 101 After arrival written Notice of Readiness is to be given at the port to Charterers nominated Agent between
 102 the hours of 0900 and 1700 hours any day Sundays and Holidays included of vessel(s) being in all respects
 103 ready to load Charterers cargo and written confirmation received of vessel being completely discharged of
 104 inward cargo and ballast in all her holds.
 105
 106

107 Notice of readiness not to be tendered prior to commencement of laydays.
 108
 109

110 Notice of readiness to be given in the berth provided it is available. However, if a berth is not available on
 111 vessel(s) arrival off the port due to congestion, the Master will be entitled to tender Notice of Readiness
 112 during business hours 0900 to 1700 hours any day Sundays and Holidays included upon anchoring at the
 113 customary waiting place as designated by the Port Authority for that port and normal time counting
 114 provisions shall apply as per Clause 9(a).
 115

116 (b) Discharge Port(s)
 117
 118 After arrival written Notice of Readiness is to be given at each port(s) between the business hours of 0900
 119 and 1700 hours Monday to Friday, and 0900 to 1200 hours Saturdays (Sundays and Holidays excepted),
 120 that the vessel(s) is in all respects ready to discharge Charterers cargo, is in free pratique and is customs
 121 cleared.
 122

123 Notice of readiness to be given in the berth provided it is available. However, if a berth is not available on
 124 vessel(s) arrival off the port(s) due to congestion, then Master will be entitled to tender Notice of Readiness
 125 during business hours 0900 to 1700 hours Monday to Friday, and 0900 to 1200 hours Saturdays (Sundays
 126 and Holidays excepted) upon anchoring at the customary waiting place designated by the Port Authority for
 127 that port(s) and normal time counting provisions shall apply as per Clause 9(b).
 128

129
7. LOADING & DISCHARGING RATE(S)

130 The cargo is to be loaded and discharged free of risk and expense to the vessel by Charterers/Receivers Stevedores
 131 at the average rate as designated in Boxes 8 and 10, excluded periods where applicable always excepted unless
 132 used in which case actual time used to count as laytime.
 133
 134

135
8. HOLD CLEANLINESS/READINESS TO LOAD

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

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

144 Any subsequent contamination of cargo whilst on board to be for Owners account except in the case of inherent vice.
 145
 146

147 Should the vessel not be ready to load in accordance with definite notice of arrival, weather and unforeseen
 148 circumstances excepted, or to load quantity as declared, Owners will be responsible for all proven expenses incurred,
 149 including but not limited to the disposal of shutout cargo.
 150

151 **9. LAYTIME COMMENCEMENT**

152 Laytime to be non-reversible.
153 Calculation of laytime at the load and discharge port(s) shall be based on the weight inserted in the Bill of Lading.
154
155 In the case of a proven dead freight claim, time allowed for loading and discharging shall be calculated on the basis
156 of tonnage for which freight is paid and not on the actual quantity loaded or discharged (see also Clause 15).
157

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

159 Time for loading to commence 12 hours after vessel(s) is ready to load, has passed surveys with written
160 notice given in accordance with Clause 6(a). In case Charterers/Shippers can arrange to load before
161 laytime commences or prior to opening layday, then the Master to allow work to be done with actual time
162 used in loading to count as laytime. If loaded in conjunction with another alumina/hydrate cargo, time
163 waiting for berth to be shared equally between Charterers and Owners.
164

165 In the event that a vessel is nominated ahead of laydays to facilitate Charterers discharge port arrival
166 criteria then laytime to start to count as per Charterer Party as if vessel was nominated within laydays.
167

168 If due to weather conditions, the vessel is unable to enter the port and occupy the load berth at the time
169 required, time so lost shall not be computed as laytime even if vessel(s) is on demurrage.
170

171 If the vessel(s) do not pass the customary surveys, laytime shall cease from the time of failing survey until
172 such time as the vessel has passed the customary survey.
173

174 **(b) Discharging Port(s)**
175 At each port time for discharging to commence from 0800 hours on the next working day after written notice
176 has been given in accordance with Clause 6(b). In case Charterers/Receivers can arrange to discharge
177 before laytime commences, Master to allow work to be done with actual time used in discharging to count
178 as laytime.
179

180 Time between excluded periods as per Box 10 always excepted unless used, in which case actual time used
181 to count as laytime.
182
183 Time from midnight on a day preceding a Holiday until 0800 hours on the next working day following a
184 Holiday not to count as laytime, unless used in which case actual time used to count as laytime.
185

186 **(c) Interruptions to Laytime - Load and Discharge Port(s)**
187 Where Notice of Readiness has been accepted off the berth(s) and the vessel(s) on entering the port(s) is
188 found not to be ready in all respects to load or discharge Charterers cargo, then time actually lost is not to
189 count as laytime even if vessel is already on demurrage until the vessel is again in the same position and is
190 in all respects ready to perform the services required by Charterers. In the event that the berth is congested
191 then Charterers undertake to survey the vessel at anchorage within a reasonable time after arrival during
192 daylight hours only.
193

194 Time taken in shifting from anchorage to Charterers designated load or discharge berth(s) is not to count as
195 laytime even if vessel is on demurrage.
196

197 Time used in initial, final and intermediate draft surveys/checks not to count as laytime even if vessel is on
198 demurrage.
199

200 Time lost at any time by reason of all or any of the following causes shall not be computed as laytime or as
201 demurrage viz; war, rebellion, tumults, civil commotions, insurrections, political disturbances, epidemics,
202 quarantine, riots, strikes, lock-outs, stoppages of miners, workmen, lightermen, tugboatmen or other hands
203 essential to the working, carriage, delivery, shipment or discharge of the said cargo whether partial or
204 general, or accidents at Shippers/Receivers works and/or yard or wharf, landslips, floods, frost or snow,
205 inclement weather, intervention of sanitary, customs and or other constituted authorities, partial or total
206 stoppage on rivers, canals, roads or railways or breakdown of shore installation and or equipment essential
207 to the loading or discharging of cargo, or any other cause beyond the control of Charterers.
208

209 Should the vessel also be precluded from entering port and/or proceeding to the load/discharge berth(s)
210 when required because of inclement weather or tidal conditions then time so lost shall not count as laytime
211 and demurrage not to accrue.
212

213 Should the load/discharge berth(s) not be available for whatever reason on arrival and the vessel must wait
214 at the customary waiting place as designated by the Port Authority, any periods of inclement weather or
215 other incidents referred to in this clause would prevent the vessel from working if she had been alongside
216 Charterers/Receivers nominated berth(s) (whether in berth or not), then such time not to count as laytime
217 nor as time on demurrage unless vessel already on demurrage.
218

219
220
221
222
223

224 **10. GEAR CLAUSE**

225
 226 Owners undertake to maintain all vessel(s) cranes and guarantee they are in good working order for each loadable
 227 hatch. Vessel(s) to provide sufficient power to drive same simultaneously day, night, weekends and Holidays if
 228 required, free of expense to Charterers. Owners guarantee that the vessel(s) cranes are capable of
 229 loading/discharging with grabs up to a SWL of 15 metric tonnes, otherwise shore gear to be for Owners account.
 230 However, if vessel(s) has it's own grabs then same to be made available to Charterers if required, free of expense.
 231

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

236
 237 Vessel(s) cargo gear and all other equipment shall comply with the regulations of the countries in which the vessel(s)
 238 will be employed, and Owners are to ensure that vessel(s) are at all times in possession of valid and up to date
 239 certificates of efficiency and safety to comply with such regulations.

240
 241 If Stevedores, Longshoremen or other workmen are not permitted to work due to the failure of Master and/or Owners
 242 Agents to comply with the aforementioned regulations, or because vessel is not in possession of such valid and up to
 243 date certificates of efficiency and safety, then time so lost shall not count as laytime, even if vessel is on demurrage
 244 and any Stevedore standby time to be for Owners account.

245 **11. ACCESSIBLE SPACE**

246
 247 No cargo to be loaded in, or on top of the deeptanks, nor in bridge spaces, nor in any compartments not easily
 248 accessible for discharge by means of mechanical grabs, with all cargo to be loaded in the holds only. Should any
 249 cargo be loaded in such excepted places as aforementioned, all time lost shall not count even if vessel i s on
 250 demurrage, and any additional expenses incurred in loading and/or discharging of the cargo to be for Owners
 251 account.

252
 253 **12. OPENING/CLOSING HATCHES**

254
 255 At the load and/or discharge port(s), vessel(s) crew to perform the opening and closing of hatches in order to prevent
 256 damage to the cargo, provided local shore regulations permit.

257
 258 Vessel(s) to present for loading and/or discharging with hatches open, hatch beams if any removed and suitable in
 259 every respect to receive and/or discharge cargo, weather and port regulations permitting.

260
 261 Opening and closing of hatches always to be for Owners time and expense with laytime not to count unless such job
 262 is usually done by the stevedores in which case cost to be for Charterers account.

263
 264 **13. OVERTIME**

265
 266 Overtime and other extra expenses connected with same to be paid by the party who orders same, but Crew and
 267 Officers overtime always to be for Owners account.

268
 269 Overtime if ordered by the Port Authorities, to be split 50/50 between Owners and Charterers.

270
 271 **14. DEMURRAGE/DESPATCH**

272
 273 Demurrage if applicable, to be paid by Charterers to Owners at the rate agreed as per Box 21 per day or pro rata
 274 thereof for all laytime expired.

275
 276 Despatch if applicable, to be paid by Owners to Charterers at the rate agreed as per Box 22 per day or pro rata
 277 thereof for all laytime saved.

278
 279 Despatch/demurrage for all port(s) shall be settled concurrently with the final freight as per Box 11.

280
 281 **15. FREIGHT**

282
 283 All rates of freight are free in/out spout trimmed. Freight to be paid at the rate as agreed in Box 11 and shall be
 284 deemed fully earned, discountless, non-returnable vessel and/or cargo lost or not lost, on completion of loading and
 285 signing/release of Bill(s) of Lading by the Master, Agents or their representative at the loading port(s).

286
 287 Any claim for deadfreight shall be supported by an independent Surveyor's report arranged at the expense of the
 288 Owner. If such independent survey is conducted after completion of loading, time used shall not count nor
 289 demurrage accrue, and any extra expenses incurred by virtue of the vessels departure being delayed shall be for
 290 Owners account.

291
 292 **16. BILL OF LADING**

293
 294 Bill(s) of Lading weight to be calculated at the loading port by the Master and Shippers surveyor on vessels draft and
 295 signed by the Master or his representative as soon as the cargo is loaded.

296
 297 The Bill(s) of Lading are to be claused "Freight Payable as per Charter Party".

298
 299

300 The Master, Owner or authorised Agent are to sign Bill(s) of Lading at such rate of freight as presented without
 301 prejudice to this Charter Party but at not less than the chartered rate.
 302
 303 Should Bill(s) of Lading not arrive at the discharge port(s) in time for vessel(s) arrival then the Owners/Master agree
 304 to release the entire cargo at the discharge port(s) without presentation of the original Bill(s) of Lading to the party as
 305 named by the Charterer upon receipt of Charterers Letter of Indemnity acceptable to the Head Owners P&I Club
 306 without a bank guarantee.

307
17. STATEMENT OF FACTS
 309

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

312
18. COA REQUIREMENTS
 314

315 The requirements under this COA are as per Box 4 with Contract commencing from 01st January 2006 through to
 316 31st December 2006 with Charterers option for a further 12 months (01st January 2007 to 31st December 2007)
 317 declarable by 27th November 2006. It is understood that this option enables Charterers to ship similar volumes in the
 318 optional year.

319
 320 (a) Cargo Nominations
 321

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

326 Laydays to be of a 10 day spread.
 327

328 (b) Shipment Sizes
 329

330 Individual shipment sizes will be (indicative only and subject to change):
 331

332 2 x 6,000 metric tons -Port Klang
 333 4 x 6,500 metric tons -Sriracha
 334 2 x 6,300 metric tons -Kohsichang
 335

336 Total indicative quantity: 50,600 metric tons
 337

338 Charterers to have an option of combining shipments as
 339 follows:
 340

341 12,300 metric tons Kohsichang + Port Klang
 342 12,500 metric tons Sriracha + Port Klang
 343 12,800 metric tons Kohsichang + Sriracha
 344

345 All quantities above are minimum/maximum or 5% more or less in Charterers' option.
 346

347 It is understood that the cargoes mentioned above will, under the auspices of the requirements contract, be
 348 shipped with Austbulk subject to the provisions of clause 18. Any excess volumes would be offered to
 349 Austbulk on the existing COA terms and conditions.
 350

351
 352 (c) Shipping Schedule
 353

354 Charterers to provide Owners with a provisional schedule for annual shipments based on the required arrival
 355 dates at both load and discharge port(s). This is to serve as a guide only and is subject to change without
 356 notice.
 357

358 Charterers to update the schedule on a regular basis and advise Owners accordingly. This is to serve as a
 359 guide only and is subject to change without notice.
 360

361 (d) Combined Cargoes
 362

363 In the event Owners combine Charterers cargoes due to overlapping Laydays, each laycan is to be treated
 364 as a separate shipment with separate Freight Invoices, Statement of Facts, Notice of Readiness, etc and
 365 laytime provisions as per Clause 9 are to apply.
 366

367 Upon request from Owners, Charterers will accept one laytime for Kwinana provided that loading of each
 368 parcel is conducted in succession and declared before loading commenced.
 369

370 (e) Performance Clause
 371

372 A performance review will be conducted quarterly on an ongoing basis and will include the following Key
 373 Performance Indicators
 374

375 (KPI's) Method of Measurement

376
 377 * quarterly shipping schedule On time submission
 378 * cargo nominations On time submission
 379 * vessel nominations On time submission
 380 * load port(s) arrival windows Arrival within Laydays
 381 * hold cleanliness Number of vessels failure Cleanliness
 382
 383 It is also agreed that Alcoa will look at reporting on the following conditions however acknowledge these
 384 items are not a condition within this Contract:
 385
 386 * vessel age Number of over aged vessels nominated
 387 * average transit times Number of days
 388 * cargo contamination claims Number of claims
 389
 390 In the event the Owners have not attained the specified key performance indicators i.e. vessel nominations
 391 and/or loadport arrival windows and/or hold cleanliness in the majority of shipments performed within the
 392 first 6 months or shipment no. four (4) (whichever occurs first), nature of the trade, part cargoes, force
 393 majeure or other controllable incidents and/or circumstances always excepted, the Charterer may elect to
 394 cancel this agreement without recourse and without penalty and this agreement shall be deemed null and
 395 void.
 396
 397 Charterers are not to rely on this clause for economic reasons such as a falling market.
 398
19. VESSEL NOMINATION
 400
 401 Owners are to satisfy themselves of the relevant load and discharge port restrictions and nominate vessels
 402 accordingly.
 403
 404 Owners are to nominate the performing vessel latest ten (10) days prior to the opening layday and complete vessel
 405 questionnaire in full as per Appendix 1. Vessel nomination not to be given on weekends and/or local and national
 406 Holidays.
 407
 408 Upon receipt of the full and complete details above, Charterers will have one (1) working day (excluding Public
 409 Holidays in Australia and all discharge destinations) within which to confirm or reject the nomination. Such approval
 410 not to be unreasonably withheld. If the nomination is rejected Charterers to give the reasons for their rejection.
 411
 412 Charterers and Owners will arrange if operationally possible at the vessels last port of call a survey by a reputable
 413 survey company in order to assess the cleanliness of the vessels holds with regard to loading Charterers cargo and
 414 any remedial work that may be required. The cost of such survey to be for Charterers account.
 415
20. EXTRA INSURANCE
 416
 417 Extra insurance if any, by reason of vessels crew, flag, class, age, type and/or build to be for Owners account. It is
 418 understood that overage premium is payable by Owners for vessels over 15 years of age to be substantiated by
 419 original invoices except for owned tonnage which is to be free of overage premium.
 420
21. ITF CLAUSE
 421
 422 Owners guarantee that the terms and conditions of employment of the crew of the vessel nominated under this
 423 Charter Party are acceptable to the ITF and will remain so for the period of this Charter Party. Should they not so
 424 conform, then any time lost not to count as laytime even if vessel is on demurrage and any Stevedore standby time
 425 to be for Owners account.
 426
22. OIL POLLUTION CLAUSE
 427
 428 The Owner will indemnify the Charterer in respect of any and all:
 429
 430 (a) claims, penalties whatsoever imposed or made against the Charterers;
 431
 432 (b) any and all damages, costs, expenses whatsoever incurred by the Charterers arising directly or indirectly
 433 from any act or omission on the part of the Owner, Master or crew of the performing vessel causing marine
 434 or other pollution, whether such claim, penalty, damage cost or expense arises from breach of any relevant
 435 statute or convention or is made under any law. The indemnity will not apply where the act or omission
 436 resulting in the pollution is that of the Charterer.
 437
 438 The Owner warrants that it has relevant cover in an amount of US\$500,000 with a reputable P&I Club in respect of
 439 the above risk and indemnity, and undertakes to provide written evidence of this to the Charterer upon request.
 440
23. STEVEDORES
 441
 442 Stevedores at the load and discharge ports to be appointed and paid for by Shippers and/or Receivers. Stevedores
 443 to load and discharge the cargo under Masters direction and to be considered Owners servants.
 444
 445 Stevedore damage if any, to be settled directly between Owners and Stevedores. However, in the event Owners are
 446 unable to settle claims after repeated attempts, Charterers to lend reasonable assistance to Owners in obtaining
 447

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

455 24. LAYDAYS CANCELLING

456
 457 The following is to apply to each voyage under this Charter Party:
 458
 459 (a) Laydays not to commence before the nominated date without prior agreement from the Charterers.
 460
 461 (b) The nominated vessel will not tender before 0900 hours (local time) on the first day of laydays except with
 462 Charterers approval.
 463
 464 (c) Should the nominated vessel(s) not be ready to load on or before 1700 hours (local time) on the last day of
 465 laydays or if any wilful misrepresentation is made with respect to the size, position, or state of the vessel,
 466 Charterers shall have the option of cancelling the vessel. Such option shall be declared within 24 hours of
 467 Notice of Readiness being tendered.

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

470
 471 If loading is commenced earlier than actual time used in loading to count as laytime.
 472
 473

474 25. LIABILITY CLAUSE

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

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

484 26. TAXES

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

488 Freight tax if any, always to be for Owners account.
 489

490 27. PART CARGO CLAUSE

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

- 493
 494 (a) Any completion cargo(es) to be stowed in separate hold(s) from Charterers cargo.
 495
 496 (b) Charterers cargo not to be loaded or discharged whatsoever when other cargo is being worked.
 497
 498 (c) At all times Owners are to be fully responsible for any contamination of cargo loaded under this Charter
 499 Party due to any completion cargo being carried.
 500
 501 (d) At the load and discharge port(s) Notice of Readiness is not to be presented until vessel has completed
 502 loading and/or discharging other cargo and all compartments into which Charterers cargo will be loaded
 503 and/or discharged under this Charter Party are actually free and unimpededly available.
 504
 505 (d) In the event of the vessel stopping loading and/or discharging of cargo under this Charter Party due to the
 506 working of cargo(es) not covered by this Charter Party, then laytime is to cease from the cessation of
 507 loading and/or discharging of Charterers cargo and only resume at 0800 hours on the next working day after
 508 completion of loading and/or discharging of the other cargo.

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

512 28. TRANSHIPMENT

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

517
 518 Waiting time due to barge(s), coaster vessel(s), survey(s) or waiting for barge(s), coaster vessel(s) and/or
 519 Stevedoring equipment to count as laytime.

- 527
 528 Charterers warrant and agree that partial or full delivery of cargo under this Charter Party to terminal barge(s),
 529 coaster vessel(s) or other craft(s) in Charterers option and to Charterers Agents instructions, shall constitute full and
 530 final delivery under the Bill of Lading. In the absence of express agreement to the contrary one delivery order only
 531 shall be authorised by Owners.
 532
- 533 Owners shall not be responsible for determining specific weights of cargo to be discharged to terminal, barge(s) or
 534 coaster vessel(s) in Charterers option, nor liable for weights shown on any resulting transhipment Bill(s) of Lading or
 535 Barge Waybill(s) issued for oncarriage.
- 536
29. RE-LETTING
 537
 538 Owners may not re-let this Charter Party or any voyage under this Charter Party without Charterers prior approval
 539 and agreement, however such approval and agreement is not to be unreasonably withheld.
 540
 541 Charterers have the right to sublet this Charter Party to others in full or in part, at any rate of freight without prejudice
 542 to this Charter Party with Charterers remaining fully responsible for due fulfilment of same.
 543
30. FORCE MAJEURE
 544
 545 (a) Owners shall not be responsible to Charterers nor will Charterers be liable to Owner for any delay or failure
 546 (whether partial or total) in the performance of obligations hereunder if such delay or failure is due to or
 547 results from Force Majeure. For the purpose of this clause the expression 'Force Majeure' refers to any
 548 cause or causes beyond the reasonable control of Charterers, Owners or Buyers as the case may be,
 549 including but not limited to war (whether declared or undeclared) or revolution, riot, insurrection, civil
 550 commotion, strike, lockout, blockade, industrial disturbances (provided such strike, lockout, blockade or
 551 industrial disturbance is external to the party claiming Force Majeure), Act of God, fire, flood, storm,
 552 tempest, volcanic eruption, earthquake, Act of Governments (whether defacto or de jure) and supervening
 553 illegality provided that the party claiming Force Majeure took all reasonable precautions against that cause
 554 and did its best to mitigate its consequences. Act of Governments shall include but not be limited to, the
 555 refusal to grant any necessary import or export licence provided that Seller and Buyer in respect of any such
 556 licence shall have used best endeavours to obtain same.
 557
 558 (b) Charterers have the right to curtail or suspend production at its plant if in the Charterer's reasonable opinion
 559 economic conditions do not warrant continued operation. If Charterers exercise this right or if Charterers
 560 customers curtail their production affecting their Charter Party commitments to Charterers, such events
 561 shall be treated as if they were events of Force Majeure and the rights and immunities that apply in a
 562 Majeure condition shall be afforded to Charterers.
 563
 564 (c) The party whose performance of any obligation is directly affected, or who has reason to believe such
 565 performance may be affected by reason of any of the causes referred to in paragraphs (a) and (b) of this
 566 clause shall within 48 hours after the commencement of the cause, give notice thereof to the other party
 567 concerned by facsimile or e-mail, and shall also take reasonable steps to make good and resume with the
 568 least possible delay compliance with that obligation. If the cause and resulting failure or delay lasts for a
 569 continuous period of more than ten (10) days then the party that has received notice of Force Majeure may
 570 at its option, terminate this Charter Party.
 571
 572 (d) Should any shipment or shipments be frustrated by any causes whatsoever occurring beyond the
 573 reasonable control of the Charterers and/or Owners then this Charter Party shall be deemed frustrated in
 574 respect of such shipment or shipments only.
 575
31. PROTECTIVE CLAUSES
 576
 577 New Jason Clause, Both-to-Blame Collision Clause, Chamber of Shipping War Risks Clauses 1 and 2, Australian
 578 Clause Paramount and P&I Bunkering Clause, are deemed to be incorporated in this Charter Party and to apply to all
 579 Bills of Lading issued under this Charter Party.
 580
 581 See also Appendix 2.
 582
32. LIEN CLAUSE
 583
 584 The Owner shall have a lien on the cargo for freight, dead-freight, demurrage and damages for detention. The
 585 Charterer shall remain responsible for dead-freight and demurrage (including damages for detention), incurred at
 586 port of loading.
 587
 588 The Charterer shall also remain responsible for freight and demurrage (including damages for detention) incurred at
 589 port of discharge.
 590
 591 The Owner will indemnify the Charterer for all and any damages, costs and expenses incurred by the Charterer as a
 592 result of the actual Owner of the performing vessel or any other party exercising a lien over the cargo due to any
 593 breach or purported breach of any obligation by the Owner under a Contract between those parties in respect of the
 594 performing vessel.
 595
 596

600 33. GENERAL AVERAGE CLAUSE

601 General average to be settled in London according to the York/Antwerp Rules 1994 or amendments thereto,
602
603 Proprietors of cargo to pay the cargoes share in the general expenses even if same has been necessitated through
604 neglect or default of the Owners servants.
605

606 34. ARBITRATION

607 a) All disputes, which may arise relating to this Charter Party, shall be submitted to Arbitration in Perth.
608
609 b) Notice requiring a party to appoint an arbitrator in accordance with paragraph (c) hereof shall be served:
610
611 i) upon the Charterer c/-Braemar Seascope Pty Ltd, Perth, Western Australia during business hours.
612
613 ii) upon the Owner either:
614
615 x) at its place of business or registered office; or
616 y) to its P&I Club; or
617 z) to the correspondents of the P&I Club in Perth, Western Australia.
618

619 c) One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. The
620 Arbitrators shall be recognised by the Australian Centre for International Commercial Arbitration or the
621 Institute of Arbitrators Australia as having expertise in shipping or maritime matters.
622
623 d) The arbitration shall be conducted in accordance with the Western Australia Commercial Arbitration Act
624 1985 (WA) ("the Act") save and except that the parties hereby agree that:
625
626 i) the Arbitrators may determine any questions by reference to consideration of general justice and
627 fairness.
628
629 ii) a party may be represented by duly qualified legal practitioners or other representatives.
630
631 iii) the Arbitrators shall have the powers conferred by Section 27 of the Act.
632
633 iv) the Arbitrators shall include in the arbitration award their findings on the material questions of law
634 and fact, including references to the matters on which the findings of fact were based.
635
636 v) the parties shall give any necessary consent to an appeal to the Supreme Court of Western
637 Australia on any questions of law arising in the course of the arbitration or arising out of the
638 arbitration award.
639

640 35. CONFIDENTIALITY CLAUSE

641 All negotiations and fixture details are to remain strictly private and confidential.
642

643 36. EXTRA WAR RISK INSURANCE

644 The charterer shall pay for the additional cost, if any, of war risk insurance premiums levied on the vessel and/or her
645 crew by Owners' underwriters.
646

647 It is understood the additional premium maybe necessitated by the trade in which the vessel(s) is employed under this
648 charter party and the charterer's liability for the additional premium will be based upon the prevailing rates at the time
649 of entering the war risk zone. Such premiums to be substantiated by underwriters original invoice.
650

651 If any war risk premium is applied and the vessel has other cargo on-board, war risk premium to be applied on a pro rata
652 basis to the different cargo interests based upon tonnage on board at the time of the vessel entering the war risk
653 zone as defined by the underwriters provided other cargo is being discharged within the war risk zone.
654

655 The owner is to notify Charterers immediately any declaration of a war zone is advised by underwriters.
656

657 37. ISPS CLAUSE

658 The Owners shall procure that both the vessel and "the Company" (as defined by the ISPS code) shall comply with the
659 requirements of the ISPS code relating to the vessel and the Company. upon request the Owners shall provide a copy
660 of the relevant international ship security certificate (or the interim international ship security certificate) to the
661 Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer
662 (CSO). The Charterers shall provide the CSO and the Ship Security Officer (SSO)/Master with their full style contact
663 details and any other information the Owners require to comply with the ISPS code. Charterers confirm the ports
664 under this COA are ISPS compliant except as otherwise provided in the charter party, loss, damage, expense or
665 delay, caused by failure on the part of the Charterers to comply with this clause shall be for the Charterers' account.
666