

**VOYAGE CHARTER PARTY (NOBLE VOY)****Noble VOY****1.**

IT IS THIS DAY ..... MUTUALLY AGREED BETWEEN  
.....  
of ..... as Owners/Disponent Owners/Timecharterer (hereinafter called Owners)  
of the Vessel ..... See Appendix A presently at  
and expected ready to load on .....  
classed (or equivalent at a classification society that is a member of the  
International Association of Classification Societies) of NT/NRT,  
GT/GRT, of metric tons summer deadweight  
all told on metres draft, call sign ,further  
described as per Appendix A, and ..... as Charterers.

**2.**

That the said Vessel being warranted tight, staunch, strong and in every way fit for the voyage,  
proceed with all convenient speed to ....., and there load, always afloat NAABSA (if customary) as  
directly by Charterers or their designated representatives a full and complete/part cargo of .....,  
not exceeding what she can reasonably stow and carry and being so  
loaded, shall with all convenient speed proceed to:

.....

and there deliver the cargo, always afloat NAABSA (if customary) as directly by Charterers or  
theirs designated representatives.  
Owners confirm v/l is in every respect suitable for loading Iron ore out of Brazil/Australia and at all  
times rightship approved and complies with all relevant rules and regulations applicable by relevant  
authorities.  
Owners to check themselves about vessel(s)' suitability at loading and discharging port.  
Owners guarantee loadable quantity complies with permissible arrival draft and Owners to satisfy  
themselves of loading port and discharging port restrictions and drafts.

**3. FREIGHT RATE**

Freight, inclusive of all port charges, pilotages, light dues and all other dues usually paid by Vessel,  
shall be paid at the rate of: ..... United States Dollars

**4. INITIAL FREIGHT PAYMENT**

Freight shall be paid by Charterers on Bill of Lading/outturn weight in United States Dollars  
to Owners' account, 90% (Ninety percent) of Bill of Lading quantity shall be paid within  
seven (7) banking days, but in any case before breaking bulk, after completion of loading and of  
signing and releasing Bills of Lading, marked "Freight Payable as per Charter Party",  
discountless/nonreturnable, vessel and/or cargo lost or not lost.

The balance 10% (ten percent) of freight, together with settlement of dispatch and/or demurrage  
if applicable, shall be paid within thirty (30) days after completion of discharging and of  
presentation relevant documents, agreement of laytime between Owners and Charterers at the  
loading and discharging ports

**36 BANKING DETAILS**

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**37 5. SETTLEMENT OF BALANCE OF FREIGHT/DEMURRAGE/DESPATCH**

38 Freight shall be finalised on the basis of the Bill of Lading quantity and the balance of  
39 freight shall be settled as per Clause 4.

**40 6. BILL OF LADING**

41 The Master shall authorize the agents as load port to sign and release on his behalf three  
42 negotiable Bills of Lading, at any time the Charterers or Shippers request this for any quantity  
43 loaded up to that time. Shippers' weights in accordance in with the shore scales/tally/  
44 weighbridge/draft survey at the loading port shall be accepted as tonnage shipped and Mate's  
45 Receipts shall be drawn up accordingly. Bills of lading are always to be drawn up in  
46 Conformity with the Mate's receipts. Upon completion of loading Owners shall release  
47 three negotiable Bills of Lading, clauised "Freight Prepaid"/"Freight Payable as per  
48 Charter Party", to Shippers or their representatives.

**49 7. LAYDAYS & CANCELLATION**

50 Time for loading shall not commence before .....  
51 Charterers have the right to cancel this Charter Party should there be any material  
52 misrepresentation made by Owners in respect of the Vessel's particulars, the Vessel's  
53 suitability to perform the voyage, the Vessel's position and/or itinerary or should the Vessel  
54 not have tendered Notice of Readiness in accordance with Clause 10 on or before  
55 .....

56 Should be Charterers anticipate that the vessel will not be ready to load by the canceling date, the  
57 Charterers shall at this time have on option to cancel the Charter Party. This is, however, without  
58 prejudice to the Charterers' right to cancel the Charter Party at the canceling date should be  
59 conditions of this clause be satisfied

**60 8. LOADING TERMS**

61 (Delete 8(a),(b) (c) or (d) as applicable)

62 (a) Fridays and Holidays Included (FFINE)/Sundays and Holidays Included(SHINC)  
63 The Cargo shall be loaded at the average rate of metric tons/wet metric tons/long  
64 tons per weather working day of 24 consecutive hours, Fridays/Sundays local and national  
65 holidays always included. Time shall not count for opening and closing hatches at  
66 commencement and completion of loading at each port, even-if Vessel is on demurrage

67 8 (b) Fridays and Holidays Excepted (FHEX)/Sundays and Holidays Excepted  
68 (SHEX)/Saturdays, Sundays and Holidays Excepted (SSHEX)  
69 The cargo shall be loaded at the average rate of metric tons/wet metric tons/  
70 Long tons per weather working day of 24 consecutive hours, Thursday after 1200/  
71 Fridays/Saturday/Saturdays after 1200 hours/Sundays and local and national holidays to  
72 0800 hours Saturday/Monday or the next working day after such holidays always excepted.  
73 In case Charterers and Shippers can arrange to load during excepted periods, Master shall  
74 Allow work to be done, in which case all time/half time/no time actually used shall  
75 Count as laytime. Time shall not count for opening and closing hatches at commencement  
76 and completion of loading at each port, even if Vessel is on demurrage.

77 (c) Liner

78 The cargo shall be loaded at the time, risk and expense of the Owners. Cargo will be made available  
79 to the Vessel under the ship's hook at

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80       (d) Customary Quick Despatch(CQD)  
81       The cargo shall be loaded, stowed, lashed, secured, dunnaged at the risk and expense of the  
82       Charterers with customary quick dispatch

83       **9. DISCHARGING TERMS**

84       (Delete 9 (a),(b),(c)or (d) as applicable)

85       (a) Fridays and Holidays included (FHINC)/Sundays and Holidays Included (SHINC)  
86       The cargo shall be discharged at the average rate of: metric tons /wet metric tons/long  
87       tons per weather working day, Saturdays/Sundays, local and national holidays always included,  
with 24  
88       hours turn time, unless sooner commenced.  
89       Time shall not count for opening and closing hatches at commencement and completion of  
90       discharge at each port, even if Vessel is on demurrage.  
91       At discharge port time to count continuously per weather working day after expiration of turn time  
92       or commencement of discharge until completion of discharge. In the event that the vessel  
93       cannot berth due any reason whatsoever like weather, fog, Navigation restrictions, Shore  
94       equipment/power etc , time not to count, unless the delay is due to cargo readiness or cargo  
95       documentation in which  
case time to count.

96       (b) Fridays and Holiday Excepted (FHEX)/Sundays and Holidays Excepted (SHEX)/  
97       Saturdays, Sundays and Holidays Excepted (SSHEX)  
98       The cargo shall be discharged at the average rate of metric tons/wet metric tons/long tons per  
99       weather working day of 24 consecutive hours, Fridays/Saturdays/Saturdays after 1200 hours/  
100       Sundays and local and national holidays to 0800 hours Saturday/Monday or the next working day  
101       after such holidays always excepted.  
102       In case Charterers or Shippers can arrange to discharge during excepted periods, Master shall allow  
103       work to be done, in which case half time actually used shall count as laytime. Time shall not count  
104       for opening and closing hatches at commencement and completion of discharging at each port, even  
105       if Vessel is on demurrage.

106       (c) Liner

107       The cargo shall be discharged at the risk and expense of the Owner. Cargo will be made available to  
108       the Charterers under the ship's hook at

109       (d) Customary Quick Dispatch(CQD)

110       The cargo shall be discharged at the risk and expense of the Charterers with customary quick  
111       dispatch

112       **10. TENDERING OF NOTICE OF READINESS AT LOADING PORT(S)**

113       (Delete 10(a) or (b) as applicable)

114       (a) Fridays and Holidays Excepted (FHEX)/Sundays and Holidays Excepted (SHEX)  
115       Notice of Readiness shall be tendered in writing at the office of the Charterers/Shippers(or  
116       their agents )only during normal office hours after the Vessel has arrived and is in all  
117       respects ready and in free pratique. If the loading berth or anchorage is unavailable at this  
118       time the Vessel may tender Notice of Readiness from the normal recognised waiting place  
119       within port limits and whether or not the Vessel has been cleared by customs and/or  
120       quarantine authorities. Normal office hours are 0800to 1700 Monday to Friday (or  
121       0800 to 1700 Sunday to Thursday if FHEX terms apply) and 0800 to 1200 Saturday (or 1200

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122 Thursday if FHEX terms apply),always excluding local and national holidays. Time for  
 123 loading shall count from 1300 on the same working day if Notice of readiness is tendered  
 124 before 1200 Monday to Friday (1200 Sunday to Thursday if FHEX terms apply) or from  
 125 0800 on the next working day if Notice of Readiness is tendered at or after 1200 Monday to  
 126 Saturday (or Saturday to Thursday if FHEX term apply),In the event that Charterers or  
 127 Shippers can arrange to load before time commences to count, Master shall allow work to be  
 128 one, in which case all time/half actual time/no time used shall count, Time used by the  
 129 Vessel in proceeding from waiting place or anchorage to loading berth or anchorage and  
 130 making ready for loading (including obtaining customs clearance and pratique ) and any  
 131 time lost before berthing (after tendering Notice of Readiness) due to delay to the Vessel,  
 132 shall not count as laytime or time on demurrage unless such delay is directly caused by  
 133 action of the Charterers

134 (b) Fridays and Holidays Included (FHINC)/ Sundays and Holidays Included (SHINC)  
 135 / Customary Quick Despatch (CQD)

136 Notice of Readiness shall be tendered in writing at any time day or night ,Sundays and  
 137 Holidays included (or Fridays and Holidays if FHINC terms apply),after the Vessel has  
 138 arrived and is in all respects ready and in free pratique. If the loading berth or anchorage is  
 139 unavailable at this time the Vessel may tender Notice of Readiness from the normal  
 140 recognised waiting place within port limits and whether or not the Vessel has been cleared  
 141 by customs and / or quarantine authorities.

142 If FHINC or SHINE, time for loading shall count 6/12/24 hours after Notice of Readiness has  
 143 been tendered. However, in the event that Charterers or Shippers can arrange to load before  
 144 time commences to count, Master shall allow work to be done, in which case all time/half  
 145 actual time/No time used shall count. Time used by the Vessel in proceeding from waiting  
 146 place or anchorage to loading berth or anchorage and making ready for loading (   
 147 including obtaining customs clearance and pratique )and any time lost before berthing (after  
 148 tendering  
 149 Notice of Readiness)due to delay to the Vessel, shall not count as laytime or time on demurrage.  
 demurrage ,unless such delay is directly caused by action of the Charterers.

### **11. TENDERING NOTICE OF READINESS AT DISCHARGE PORT(S)**

(Delete 11(a) or (b) as applicable)

150 (a) Fridays and Holidays Excepted(FHEX)/ Sundays and Holidays Excepted (SHEX)  
 151 Notice of Readiness shall be tendered in writing at the office of the Charterers/Shippers (or  
 152 their agents) any time day or night normal office hours after the Vessel has arrived and is in all  
 153 respects ready and in free pratique. If the discharging berth or anchorage is unavailable at  
 154 this time the Vessel may tender Notice of Readiness from the normal recognised waiting  
 155 place within ports limits and whether or not the Vessel has been cleared by customs  
 156 and/or quarantine authorities. Normal office hours are 0800 to 1700 Monday to Friday  
 157 (or 0800 to 1700 Sunday to Thursday if FHEX terms apply) and 0800 to 1200 Saturday  
 158 (or 1200 Thursday if FHEX terms apply),always excluding local and national holidays  
 159 .Time for discharge shall count from 1300 on the same working day if Notice of readiness is  
 160 tendered before 1200 Monday to Friday (1200 Sunday to Thursday if FHEX terms apply)  
 161 or from 0800 on the next working day if Notice of Readiness is tendered at or after  
 162 Monday to Saturday or on Saturday(or Saturday to Thursday if FHEX term apply),  
 163 In the event that Charterers or Shippers can arrange to discharge before time commences to  
 164 count, Master shall allow work to be done, in which case all time/half actual time/no time used shall  
 165 count, Time used by the  
 166 Vessel in proceeding from waiting place or anchorage to discharge berth or anchorage and Making

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167 ready for discharge (including obtaining customs clearance and pratique ) and any time lost before  
 168 berthing (after tendering Notice of Readiness) due to delay to the Vessel, shall not count as laytime  
 169 or time on demurrage unless such delay is directly caused by action of the Charterers.

170 (b) Fridays and Holidays Included (FHINC)/ Sundays and Holidays Included (SHINC)/  
 171 Customary Quick Despatch (CQD)

172 Notice of Readiness shall be tendered in writing at any time day or night ,Sundays and  
 173 Holidays included (or Fridays and Holidays if FHINC terms apply),after the Vessel  
 174 arrives and is in all respects ready and in free pratique. If the loading berth or anchorage  
 175 is unavailable at this time the Vessel may tender Notice of Readiness from the normal  
 176 recognised waiting place within port limits and whether or not the Vessel has been.  
 177 cleared by customs and / or quarantine authorities

178 If FHINC or SHINE, time for loading shall count 6/12/24 hours after Notice of Readiness  
 179 has been tendered. however, in the event that Charterers or Shippers can arrange to load  
 180 before time commences to count, Master shall allow work to be done, in which case all  
 181 time/half actual time/no time used shall count.

182 Time used by the Vessel in proceeding from waiting place or anchorage to loading berth or  
 183 anchorage and making ready for discharge (including obtaining customs clearance and  
 184 pratique )and any time lost before berthing (after tendering Notice of Readiness)due to delay 1  
 185 to the Vessel, shall not count as laytime or time on demurrage, unless such delay is directly  
 186 caused by action of the Charterers.

### **12. LAYTIME AT ADDITIONAL PORTS**

188 (a) At the second or subsequent loading port (if any) laytime or time on demurrage  
 189 shall count (Saturday, Sundays, and Holidays excepted) from 1200 hours on the day of  
 190 arrival at the port if the Vessel arrives before 1200 hours ,and from 0900 hours on the  
 191 following working day, if the Vessel arrive after 1200 hours ,unless loading is commenced earlier,  
 192 in which case the time shall count  
 193 from commencement of loading. Time occupied in changing loading ports shall not account as  
 loading time.

194 (b) At the second or subsequent discharge port (if any) laytime or time on demurrage shall count  
 195 (Saturdays, Sundays, Holidays excluded)from 1200 hours on the day of arrival at the port if vessel  
 196 after 1200 hours and from 0800 on the following working day, if the vessel arrives after  
 197 1200hours,unless discharging is commenced earlier, if which case the time shall count from  
 198 commencement of discharging. However, any time lost after the arrival at the second discharging  
 199 port waiting to pass quarantine and sanitation clearance by the Port Authority will not count as  
 200 laytime. Such delay not to exceed a maximum deduction period of 12 hours. Time occupied in  
 201 changing if discharging ports shall not count as discharging time.

### **13. SHIFTING COST AND TIME**

203 If more than one berth or anchorage at any loading or discharging port has been agreed  
 204 shifting costs including bunkers consumed shall be for Owners' account. Time so used shall  
 205 not count as laytime or time on demurrage.

### **14. WARPING**

207 The vessel shall move along any one berth or installation, as reasonably required by the  
 208 Charterers or Terminal Operator, solely for the purpose of making any hatch or hatches  
 209 available to the loading or discharging facilities at that berth or installation. All costs onboard  
 210 the Vessel including bunkers shall be for Owners' account.

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### 211   **15. DEMURRAGE AND DESPATCH**

212 Demurrage at the rate of United States Dollars ..... per day or pro-rata  
213 both ends for laytime exceeded in loading and/or discharging shall be paid by  
214 Charterers. Despatch at the rate of United States Dollars ..... per day or pro rata  
215 in loading and/or discharging shall be paid by Owners. Settlement shall be in  
216 accordance with Clause 4. Laytime shall be non-reversible. Laytime to be reversible at  
217 Charterers' option, such option declarable after receipt of statement of facts for all ports.

### 218   **16. OVERTIME**

219 The vessel to work overtime if requested to do so. All overtime expenses at loading and  
220 Discharging port(s) shall be for account of the party ordering the overtime. If overtime is  
221 ordered by port authorities or the party controlling the loading or discharging terminal or  
222 facility, such expenses shall be shared equally between Owners' and Charterers' account.  
223 Overtime expenses for the Vessel's officers and crew shall always be for Owners' account.

### 224   **17. STEVEDORING**

225 Provided the cargo is not being loaded or discharged under Liner terms as per Clauses 8  
226 & 9,it shall be loaded, stowed secured or spout/dump/machine trimmed and discharged free  
227 of risk and expense to the Vessel and to the Master's satisfaction in respect of  
228 seaworthiness. Whilst Stevedores at loading and discharging ports are appointed and paid for  
229 by Shippers, Receivers or charterers ,they shall be deemed to be Owners' servants and shall  
230 work under the supervision of the Master.  
231 If it is required by the custom of the port, the Vessel's crew shall operate free of expense to  
232 Charterers the Vessel's cargo gear, If fitted, to load and unload mechanical equipment used in  
233 bulk cargo operations. If it is required by Charterers and local regulations permit, crew are to  
234 carry-out cargo handling operations.

### 235   **18. LIGHTERAGE**

236 Charterers have the option to load from barges sent alongside and/or discharge into barges  
237 sent alongside

### 238   **19. HOLD CLEANLINESS**

239 At the loading port(s) the Vessel's holds shall be suitable in all respects(which shall include  
240 a gasfree certificate if the Vessel is a combination carrier)to receive the cargo to be loaded  
241 under this Charter Party to the satisfaction of an independent surveyor and /or such recognised  
242 local authority as the regulations or Shippers may require. If the Vessel's holds are found to  
243 be unsuitable, the Vessel can only tender nor once she is ready in all respects  
244 to load. Any expenses directly attributable thereto including but not limited to standby of  
245 trucks, labour and mechanical equipment shall be for Owners' account.

### 246   **20. HOLD ACCESSIBILITY**

247 Vessel's holds and tanktops shall be suitable for the utilization of grabs and any other  
248 mechanical equipment used in loading and discharging operations. No cargo shall be loaded  
249 in any space which is inaccessible or unsuitable for such equipment. Length of Vessel's hatch  
250 opening to be a minimum of 12 metres.

### 251   **21. LIGHTING**

252 The Vessel shall give, free of expense to Charterers, full use of her lighting on deck and in  
253 the cargo compartments which shall be adequate for all cargo operations.

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### 254 **22. VESSEL DEFICIENCIES-Vessel is gearless**

255 All cargo handling gear including derricks, cranes, winches and grabs ,if fitted, shall be kept  
256 in good working order and the Vessel shall provide sufficient power to drive them, free of  
257 expense to Charterers. In the event of a deficiency for any period affecting any of these or  
258 any other equipment, including the Vessel's ability to ballast and deballast as required for the  
259 loading and discharging operations, laytime shall not count nor demurrage accrue. All standby  
260 labour costs caused by any deficiency of Vessel's equipment shall be for Owner's account. In  
261 the event of cargo handling gear deficiency ,Charterers have the right to continue working the  
262 Vessel by using shore equipment, in which event Owners shall reimburse Charterers for all  
263 extra costs directly incurred and properly substantiated .Any time lost due to inefficiencies in  
264 working the Vessel with shore equipment shall not count as laytime or as time on demurrage.

### 265 **23. TRADING CERTIFICATES**

266 Owners warrant that throughout the term of this Charter the Vessel shall be in all respects ready and  
267 eligible under applicable conventions, law and regulations for trading to the ports and places  
268 as specified in this Charter Party and that at all times the Vessel shall have on board for  
269 inspection by the appropriate authorities all certificates, records, compliance letters and other  
270 documents required for such services, including but not limited to certificates of financial  
271 responsibility for pollution.

### 272 **24. INTERNATIONAL & LOCAL REGULATIONS**

273 The Vessel shall comply with all international laws and regulations, local laws and  
274 regulations at any port of call under this Charter Party. All time lost by reason of the relevant  
275 Authority declaring the Vessel to be in non-compliance with any of the foregoing shall not  
276 count as laytime or as time on demurrage and any expenses directly attributable thereto  
277 including but not limited to standby of trucks, labour and mechanical equipment shall be for  
278 Owner's account.

### 279 **25. ROUTING & ROTATION**

280 The Vessel shall proceed to the first or sole discharging port via the most direct route unless  
281 otherwise agreed hereunder:  
282 It is understood that the vessel is allowed to proceed at economical speed and bunker enroute

### 283 **26. PART CARGO**

284 If part cargo is allowed, Owners can only give Notice of Readiness in accordance with the  
285 provision of this Charter Party, when cargo under this Charter Party is ready for discharge  
286 Time used for the loading or discharging of other part cargo(s) shall not count as laytime  
287 or as time on demurrage under this Charter Party. Any time used in shifting between the  
288 different berths for loading or discharging of different cargoes shall not count as laytime or  
289 as time on demurrage.

### 290 **27. TRANSFER**

291 Charterers shall have privilege of assigning part or whole of this Charter Party to others, but  
292 the Charterers shall always remain responsible for the due fulfilment of all the terms and  
293 Conditions of this charter party and shall warrant that any such sublet or assignment will not  
294 result in the vessel being restricted in her future trading.

295 The Vessel shall not change ownership, name, flag, class, technical and/or crew management  
296 during the currency of this Charter Party without Charterer' s prior approval, which shall not  
297 be unreasonably withheld.

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### 298   **28. NOTICES**

299   Owners or Master shall tender 25/15/12 days approximate notices, followed by  
300   3/2/1 days definite notices of Vessel expected time of arrival (ETA), to the agents  
301   at the loading port(s):  
302   and respectively to the agents at the discharging port(s) with a copy of each notice to  
303   Charterers. Charterers' address for all communication is:  
**Noble Chartering Ltd. Hong Kong (Telex:70486)**

304   Should both Owners and the Master fail to give any of the definite notices, then 24 hours  
305   shall be added to the allowed laytime for each failure by Owners and the Master to do so  
306   Latest on giving 7days notice of |the Vessel's ETA at the first (or sole) loading port, the  
307   Master shall advise agents and Charterers his loading plan in writing as well as any other  
308   specific information requested by Charterers. Upon the Vessel sailing from the last (or sole)  
309   loading port, the Owners or Master shall advise Charterers and agents at the discharging port(s) of:  
310   discharging port(s) of:  
311   -the total quantity of cargo loaded as per Bill of Lading  
312   -the distribution of cargo hatchwise  
313   -time of sailing  
314   -ETA and expected arrival draft at first or sole discharge port  
315   -any other specific information requested by Charterers.

316   Owners or Master shall keep Charterers closely informed of any change in Vessel's position  
317   and shall update Charterers of Vessel's ETA every 2 days prior to the 10 days approximate  
318   notice being tendered, unless otherwise instructed by Charterers.

### 319   **29. AGENTS**

320   The Vessel shall be consigned to Charterers' nominated agents at the loading port(s).The  
321   Vessel shall be consigned to Charterers' nominated agents at the discharging port(s).In all  
322   cases, at loading and discharging port(s), Owners shall pay all port dues/customary agency  
323   fees and charges.

### 324   **30. DRAFT SURVEY**

325   If a draft survey is required to establish the Bill of Lading weight as per Clause 6 (and outturn  
326   weight as per Clause 5 (b) if applicable) Charterers, Shippers or Receivers shall appoint and  
327   pay for the surveyor. Time used for the draft survey shall not count as laytime nor demurrage.  
328   Intermediate draft surveys required by the vessel is not to count as laytime nor demurrage.

### 329   **31. CARGO SURVEYS (N/A)**

330   If required for steel products or manufactured or packaged cargo only, a pre-shipment and an  
331   Outturn survey shall be carried out by surveyors mutually between Owners and Charterers with the  
332   costs shared equally.

### 333   **32. NON PRESENTATION OF BILLS OF LADING**

334   If requested by Charterers, the Master shall release all or part of the cargo at the discharging  
335   ports(s) without presentation of original Bills of Lading. Prior to discharge Charterers shall  
336   provide Owners via telex or fax with a Letter of Indemnity as per the Owners' P& I Club  
337   form but without a bank guarantee. Such Letter of Indemnity shall automatically become null  
338   and void upon presentation of the original Bill of Lading to Owners or Master.

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339    **33. ITF AND BOYCOTT**

340    Owners guarantee that present terms and conditions of employment of the crew comply with an  
 341    ITF Agreement that is acceptable to the ITF and their representatives. Any time lost due to boycott  
 342    of the Vessel (whether actual or threatened) and/or dispute with labour because of the Vessel's  
 343    flag or nationality of the Owners, Master Officers or Crew ,or other terms and conditions under  
 344    which the Master, Officers of Crew are employed, shall not count as laytime nor demurrage accrue  
 345    and consequential damages or expense shall be for Owners' account.

346    **34. STRIKE CLAUSE**

347    If the Cargo cannot be loaded by reason of Riots, Civil Commotions or of a Strike or Lock  
 348    out of any class of workman essential to the loading of the cargo, or by reason of obstructions  
 349    or stoppages beyond the control of the Charterers, on the Railways or in the Docks, or other  
 350    loading places, or if the cargo cannot be discharged by reason of Riots, Civil commotions, or of  
 351    a Strike or Lock-out of any class of work-man essential to the discharge, the time for loading  
 352    or discharging as the case may be, shall not count during the continuance of such cases,  
 353    provided that a Strike or Lockout of the Shippers' and/or Receivers' men shall not prevent  
 354    demurrage accruing if by the use of reasonable diligence they could have obtained other

355    suitable labour at rates current before the Strike or Lockout. In case of any delay by reason of  
 356    the before mentioned causes or claim for damages or demurrage shall be made by the  
 357    Charterers/Receivers of the cargo, or Owners of the Vessel. For the purpose, however, of  
 358    setting dispatch money accounts, any time lost by the Vessel through any of the above clauses  
 359    shall be counted as time used in loading and/or discharging as the case may be.

360    **35. SWITCHING BILLS OF LADING CLAUSE**

361    Charterers to forward to Owners' nominated representatives the first set of Bill(s) of Lading Which  
 362    to be marked "CANCELLED" for destruction by Owners.

363    Charterers to forward to Owners the proforma 2nd set of Bills of Lading for Owners' approval  
 364    Charterers to issue a completed L.O.I. in Owners' P & I Club wording signed by head parent  
 365    Company as per Addendum No.1

366    On completion of items 1-3 Owners will authorize Charterers nominated representatives to  
 367    issue 2nd set of Bills of lading. Such L.O.I. issued to be in the same wording as that used  
 368    in Irongate/Noble fixture Charter Party dated 11.02.02.

369    **36.**

370    Master to report to Charterers twice a week giving vessel's position, speed and approximate  
 371    ETA discharge port either by E-mail ***ops@noblechartering.com***

372    **37. EXCEPTIONS**

373    Neither the Vessel, her Master or Owners, nor the Charterers, Shippers or Receivers shall be  
 374    responsible for loss or damage to, or failure to supply, load, discharge or deliver the cargo  
 375    resulting from: Act of God, act of war, act of public enemies ,pirates or assailing thieves;  
 376    arrest or restraint of princes, rulers or people; embargoes; seizure under legal process  
 377    provided bond is promptly furnished to release the Vessel or cargo; floods; frosts; fogs; fires  
 378    epidemics; quarantine; intervention of sanitary, customs or other constituted authorities  
 379    blockades; riots; insurrections; civil commotions; political disturbances; earthquakes;  
 380    landslips; explosions; collisions; standings and accidents of navigation; accidents at the mine  
 381    or production facility or to machinery or to loading equipment; accidents at the Receivers'  
 382    works., port wharf or facility; or any other causes beyond the Owners', Charterers', Shippers'

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383 or Receivers' control; always provided that any such events directly affect the performance of  
384 either party under this Charter Party.

385 If any time is lost due to such events or causes such time shall not count as laytime or  
386 demurrage (even if the Vessel is already on demurrage)

### **38. DUES AND TAXES**

388 Owners shall pay all dues, charges and taxes customarily levied on the Vessel including  
389 Freight Tax and Port Utilisation Tax/ wharfages at loading and discharging ports in Brazil  
390 as well as taxes levied on the freight. Charterers shall pay all dues, charges, duties and taxes/  
391 wharfage  
customarily levied on the cargo at loading and discharging ports. Owners  
shall pay all canal, lock seaway and any other river or waterway tolls dues and charges  
howsoever the amount thereof is assessed.

### **39. EXTRA INSURANCE**

395 Extra insurance on the Vessel and/or cargo on account of the Vessel's ownership, flag, classification,  
396 or age to be for Owners' account. Charterers may elect to deduct extra insurance on the cargo from  
397 payment of freight.

### **40. STEVEDORE DAMAGE**

399 At loading and discharging ports, Stevedore damage shall be settled between Owners and  
400 Stevedores, but Charterers to assist Owners if so requested.

### **41. DRYDOCKING**

402 The Vessel shall not be drydocked during the currency of this Charter Party except in case of  
403 emergency.

### **42. DEVIATION**

405 The Vessel shall have liberty to deviate for the purpose of saving life or property, with leave  
406 to sail without Pilots, tow or to be towed and assist Vessels or to be assisted. Salvage shall be  
407 for Owners' sole benefit.

### **43. BUNKERING**

409 The Vessel shall have liberty as party of the contract voyage to proceed to any port or ports at  
410 Which fuel is available for the purpose of bunkering at any stage of the voyage whatsoever  
411 and whether such ports are on or off the direct and/or customary route or routes between any  
412 of the loading or discharging ports named in this Charter Party, and may there take fuel in  
413 any quantity in the discretion of Owners even to the full capacity of the fuel tanks and deep  
414 tanks or any other compartment in which fuel can be carried, whether such amount is or is not  
415 required for the chartered voyage.

### **44. LIEN & CESSER**

417 All liability of the Charterers shall cease on completion of loading except for payment of  
418 freight, deadfreight and/or demurrage. Owners have a lien on cargo for freight, deadfreight,  
419 and/or demurrage.

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420    **45. PROTECTION & INDEMNITY (P&I) COVER AND HULL & MACHINERY  
INSURANCE**

421    Owners warrant that the Vessel is entered with a P& I Club for full coverage and that the  
422    Vessel's hull and machinery is fully insured and shall remain so for the duration of the  
423    Charter. See also Appendix A.

424    **46. POLLUTION INDEMNITY**

425    Owners agree to indemnify Charterers, their agents, or any other party against any liabilities which  
426    may be imposed on them or which they may incur under any statute regarding liability for pollution  
427    of waters by oil or other substances, by reason of any contravention of such statute by the Vessel,  
428    the Master or any servants or agent of the Owners provided that such contravention shall not have  
429    been caused or contributed to by the party seeking to be indemnified under this Charter Party.

430    Owners warrant that the Vessel is entered in a P & I Club with cover for liabilities arising out of any  
431    contravention as aforesaid. Laytime shall not count nor shall demurrage accrue for any time lost  
432    through non conformity with the above.

433    **47. OIL POLLUTION**

434    Subject to any defences and rights of limitations Owners might have in law,

435    1. Owners agree to indemnify Charterers, or its duly authorised agent(s) against any liability Which  
436    may be imposed upon them or which they may incur under nay statute or regulation(or requirement  
437    or directive made thereunder) of any nation, state or international organisation regarding liability  
for  
438    the pollution of navigable waters by oil by reason of any contravention of such statute, regulation  
439    (or requirement or directive made thereunder )by the vessel the Master or by any servant or agent of  
440    Owner. Provided that such contravention shall not have been caused by the party seeking to be  
441    indemnified under this Contract and provided further that the facts and matters giving rise to the  
442    contravention do not constitute a defence under Article 3, Section 2 of the International Convention  
443    on Civil Liability for Oil Pollution Damage 1969.Owners warrant that the vessel is adequately  
444    insured at all times for any liabilities arising out of any contravention as aforesaid.  
445    Owners warrant that the vessel is adequately insured at all times for any liabilities arising out of oil  
446    pollution.

447    No liability for demurrage shall arise from any delay or loss of time to the vessel at the loading port  
448    (s) and/or discharging port(s) caused by such contravention nor shall any time lost by any such  
449    contravention count when calculating despatch.

450    2. During the period of this Contract Charter Party, the Owners warrant that it shall comply with all  
451    financial capability, responsibility, security or like laws, regulations and/or other requirement of  
452    whatsoever kind with respect to oil or other pollution damage applicable to the vessel entering,  
453    leaving, remaining at or passing through any ports or places or waters in the performance of this  
454    Contract Charter Party. The Owner at its sole risk and expense shall make all arrangements by bond,  
455    insurance or otherwise and obtain all such certificates or other documentary evidence and take all  
456    such action as may be necessary to satisfy such laws, regulations and/or other requirements. Any  
457    directly related expense or time lost to the Charterers due to any failure or omission to do the  
458    foregoing shall be for Owners' account.

459    **48. DRUG AND ALCOHOL POLICY**

460    Owners shall have a policy regarding drug and alcohol abuse onboard the Vessel with the  
461    objective that no crew member will navigate the Vessel or operate its onboard the Vessel with  
462    the object that no crew member will navigate the Vessel or operate its onboard equipment

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463 whilst impaired by drugs or alcohol. The Policy will also have the objective of strictly  
464 prohibition the possession, use ,transport and distribution of illicit or non-prescribed drugs by  
465 crew members. Owners shall exercise due diligence throughout the currency of this Charter  
466 to ensure that such policies are complied with

### **49. INSPECTION**

468 Charterers or their representative shall be allowed to inspect the Vessel in port at any  
469 reasonable time provided that loading or discharging operations are not affected. This  
470 inspection will be to assess the Vessel's quality of maintenance and other operational  
471 standards. Master and crew shall extend all reasonable assistance and co-operation to the  
472 Charterers or their representative.

### **50. ISM CLAUSE**

474 From the date of coming into force of the International Safety Management (ISM) Code in  
475 relation to the Vessel and thereafter during the currency of this Charter Party, the Owners  
476 shall procure that both the Vessel and "the Company" (as defined by the ISM Code)shall  
477 comply with the requirements of the ISM Code. Upon request the Owners shall provide a  
478 copy of the relevant Document of Compliance (DOC) and Safety Management Certificate  
479 (SMC) to the Charterers.

480 Except as otherwise provided in this Charter Party, any loss, damage, expenses or delay caused by  
481 failure on the part of the Owners or "the Company "to comply with the ISM Code shall be for  
482 the Owners' account.

### **51. PROTECTIVE CLAUSES**

484 Clauses 49 to 52 shall also be incorporated in all Bills of Lading issued hereunder.

### **52. GENERAL PARAMOUNT CLAUSE**

486 (1) The International Convention for the Unification of Certain Rules of Law relating to Bills  
487 of Lading signed at Brussels the 24th August 1924 ("the Hague Rules") as amended by the  
488 protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") or any national  
489 legislation giving effect to such Rules(including the Australian Carriage of Goods by Sea  
490 Act 1991 and Carriage of Goods by Sea Regulations 1998 and any amendments thereto) as  
491 enacted in the country of shipment shall apply to this Charter Party and to any Bills of Lading  
492 issued hereunder. When neither the Hague-Visby Rules nor any national legislation giving  
493 effect to such Rules are enacted in the country of shipment, the corresponding legislation of  
494 the country of destination shall apply, irrespective of whether such legislation may only  
495 regulate outbound shipments. When there is no enactment of the Hague-Visby Rule nor any  
496 national legislation giving effect to such Rules in either the country of shipment or in country  
497 of destination, the Hague-Visby Rules shall apply to this Charter Party and to any Bills of  
498 Lading issued hereunder save where the Hague Rules as enacted in the country of shipment  
499 or if no such enactment is in place, the Hague Rules as enacted in the country of destination  
500 apply compulsorily to this Charter Party and to any Bills of Lading issued hereunder  
501 The Protocol signed at Brussels on 21 December 1979("the SDR Protocol 1979") shall  
502 apply where the Hague-Visby Rules or any national legislation giving effect to such Rules  
503 apply, whether mandatorily or as a matter of contract.

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**504 53. BOTH TO BLAME COLLISION CLAUSE**

505 If the Vessel comes into collision with another ship as a result of the negligence of the other  
506 ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the carrier  
507 in the navigation or in the management of the Vessel, the owners of the cargo carried  
508 hereunder will indemnify the Carrier against all loss or liability to the other or non carrying  
509 ship or her owners in so far as such loss or liability represents loss of, or damage to, or any  
510 claim whatsoever of the owners of the said cargo, paid or payable by the other or non  
511 carrying ship or her owners to the owners of the said cargo and set off, recouped or recovered  
512 by the other or non-carrying ship or her owners as part of their claim against the carrying  
513 Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or  
514 those in charge of any ship or ships or objects other than, or in addition to, the colliding ships  
515 or objects are at fault in respect of a collision or contact.

**516 54. GENERAL AVERAGE**

517 Any General Average occurring under this Charter Party to be adjusted, stated and settled in  
518 London according to York-Antwerp Rules, 1994 and any subsequent amendments thereto,  
519 according to English law and practice.

**520 55. NEW JASON CLAUSE**

521 In the event of accident, danger, damage or disaster before or after the commencement of the  
522 voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or  
523 for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise,  
524 the goods, shippers, consignees or Owners of the goods shall contribute with the Carrier in  
525 general average to the payment of any sacrifices, losses or expenses of a general average  
526 nature that may be made or incurred and shall pay salvage and special charges incurred  
527 in respect of the goods. If a saving ship is owned or operated by the Carriers, savage  
528 shall be paid for as fully as if the said salving ship belonged to strangers. Such deposit  
529 as the Carrier or his agents may deem sufficient to cover the estimate contribution of the  
530 goods and any salvage and special charges thereon shall, if required be made by the goods,  
531 Shippers, consignees or Owners of the goods to the Carrier before delivery.

**532 56. WAR RISK CLAUSE**

533 The Bimco Standard War Risks Clause for Voyage Chartering, 1993 (code name:  
534 "VOYWAR 1993"), as published by Bimco) shall be deemed to be fully incorporated in and  
535 shall form part of this Charter Party.