

CONTINENT GRAIN CHARTERPARTY

Code name: "SYNACOMEX 2000"

Adopted PARIS 1957 by SYNDICAT NATIONAL DU COMMERCE EXTÉRIEUR DES CÉRÉALES
 amended 1960, 1974, 1990 and 2000 in agreement with COMITÉ CENTRAL DES ARMEATEURS DE FRANCE
 in cooperation with Chambre Arbitrale Maritime de Paris and the French Chartering and S. & P. Brokers' Association

PART I

1. Shipbroker(s) VFS CHARTERING LTD. PRIMORSKI PARK 536 NO.271, PO BOX 35 9014 VARNA, BULGARIA	2. Place and date of Charter Party VARNA, 30th SEPTEMBER 2016
3. Owners and place of business (state full style and address) MOON STAR SHIPPING COMPANY LIMITED 60 NEVIS STREET ST. JOHNS ANTIGUA AND BARBUDA	4. Charterers and place of business (state full style and address) FEEDIMPEX B.V. DE RUYTERKADE 6 (6TH FLOOR) 1013 AA AMSTERDAM THE NETHERLANDS VAT NL009476489B01
5. Vessel's name MV MERMERDELEN Flag /built / class: ANTIGUA AND BARBUDA / 1991 / NKK NT / GT: 1380/2450 summer DWT: 3750 metric tones	6. First layday date: 6th October 2016 Cancelling date: 8th October 2016 7. Present position / expected ready to load: Spot Emed, balasting to Istanbul with Eta 02 oct pm hrs. Eta Kherson is on 04-05 October wp depending on Bosphorus Transits
8. Loading port: 1 good safe berth Kherson a) Always afloat (*) b) "safely aground" (*) owners to check/satisfy themselves about prevailing restrictions/tides at each load/discharge port/berth and approaches and the Charterers not to be responsible for same.	9. Advance notices: See clause 30. - at load port: Feedimpe - admin@feedimpex.nl Agent loading port: agency@skl-ua.com VFS Chartering - postfix@vfs-varna.com - at discharging port: number of days / to: Feedimpe - admin@feedimpex.nl Agent at disport: TBN VFS Chartering - postfix@vfs-varna.com
10. Discharging port: 1 good safe berth Cartagena or Tarragona in Charterer's option a) Always afloat (*) b) "safely aground" (*) owners to check/satisfy themselves about prevailing restrictions/tides at each load/discharge port/berth and approaches and the Charterers not to be responsible for same.	12. Freight rate: USD 33,00 per metric ton free in and out stowed/trimmed
11. Cargo nature and quantities: 2700 up to 3000 metric tons in Owner's option of sugar beet pulp pellets stowage about 58' cubic feet without guarantee a) No bags (*) b) Maximum in bags for stowage (*)	14. Loading rate: 1500 metric tons per weather working day Saturdays, Sundays, Holidays excluded even if used 15. Discharging rate: 36 weather working hours Saturdays, Sundays, Holidays excluded unless used 16. Demurrage / Despatch money: USD 3000 per day pro rata / free despatch both ends
17. Agents at loading port: SKL LTD	18. Agents at discharging port: MARMEDSA
19. Extra insurance, maximum: See clause 34.	20. Brokerage commission and to whom payable: 1,25% to VFS Chartering Ltd. on freight/deadfreight and demurrage a) Deductible (*) b) Non-deductible (*)
21. Address Commission: 1,25% addresscommission	
22. Numbers of the additional clauses covering special provisions, if any agreed: clauses 29-47	

It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein consisting of PART I and PART II including additional clauses if any agreed and stated in Box 22. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further.

For the Owners

For the Charterers

(*) Delete as appropriate; if no deletion, alternative a) to apply.

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PART II

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1. Owners, Charterers

It is this day agreed between the party designated in Box 3, Owners of the Vessel named and described in Box 5, being now in position and expected ready to load as mentioned in Box 7, and the party designated in Box 4 as Charterers, THAT

2. Loading Port(s) and Cargo

The said Vessel being tight, staunch and in every way fit for the voyage, shall with all convenient speed proceed to the place designated in Box 8, which in case of named port(s) Owners acknowledge as safe and suitable for this Vessel and there load always afloat, unless "safely aground" has been specifically agreed in Box 8, in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Shippers may direct a full and complete cargo of wheat and/or maize and/or rye and/or barley as described in Box 11, in metric tons (5% more or less in Owners' option) in bulk. Shippers have the option of using a second safe berth. The time for shifting between the two berths shall count as laytime, but shifting expenses shall be for Vessel's account. Owners shall provide and install at their risk and expense and on their time all that is required for safe stowage of grain according to local and international regulations. The cargo shall not exceed what the Vessel can reasonably stow and carry over and above her bunkers, apparel, stores, provisions and accommodation. The whole cargo shall be carried and stowed under deck in unobstructed main holds. All cargo on board to be delivered. Furthermore, if stowage bags have been specifically agreed, the following shall apply: Charterers shall supply for stowage purposes a quantity of bagged cargo not exceeding the quantity specified in Box 11, which shall be stowed at their risk and expense. The number of bags signed for on Bills of Lading to be binding on Vessel and Owners, unless error or fraud be proved.

3. Discharging Port(s)

Being so loaded, the Vessel shall proceed with all convenient speed direct to the place designated in Box 10, which in case of named port(s) Owners acknowledge as safe and suitable for this Vessel, and there discharge the cargo always afloat, unless "safely aground" has been specifically agreed in Box 10, in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Receivers may direct. Receivers have the option of using a second safe berth. The time for shifting between the two berths shall count as laytime, but shifting expenses shall be for Vessel's account.

4. Freight See also clause 34.

The freight agreed under this Charter Party shall be as stated in Box 12, per metric ton on net Bill of Lading weight and shall be deemed earned as cargo is loaded on board, prepaid discountless and non-returnable, Vessel and/or cargo lost or not lost. The freight shall be paid as specified in Box 13. All charges and dues levied on the cargo shall be for Charterers' account and those levied on the Vessel howsoever assessed shall be for Owners' account.

5. Loading and Discharging

Cargo shall be loaded, spout-trimmed and/or stowed at the risk and expense of Shippers/Charterers at the average rate stated in Box 14, weather permitting. Cargo shall be discharged at the risk and expense of Receivers/Charterers at the average rate stated in Box 15, weather permitting. Stowage shall be under Master's direction and responsibility. Shippers' and/or Charterers' representatives have the right to be on board the Vessel during loading, discharging or lightering for the purpose of inspecting the cargo and/or weighing. Charterers and Owners are allowed

1	to work overtime, such expenses shall be for account of the party ordering same. If ordered by Port Authorities, overtime shall be for Charterers' account. Overtime services rendered by ship's crew shall be in all cases for Owners' account.	69 70 71 72 73
6	6. Laydays, Cancelling	74
7	At port of loading laytime shall not count before 08.00 hours on the layday date stated in <u>Box 6</u> and in any case not before the date notified by the 10 days notice as per <u>Clause 7</u> .	75 76 77
10	Should the Vessel's notice of readiness not be validly tendered as per <u>Clause 8</u> before 09.00 hours on the cancelling date stated in <u>Box 6</u> , Charterers shall have the option of cancelling this charter at any time thereafter, but not later than one hour after the notice is validly tendered.	78 79 80 81 82
15	7. Vessel's Positions, Notices See clause 30.	83
16	Master and/or Owners shall give 10 days and thereafter 5 days notice of Vessel's expected readiness to lead to the party designated in <u>Box 9</u> .	84 85
19	Master and/or Owners shall give notice of Vessel's Expected Time of Arrival (ETA) at discharging port as specified in <u>Box 9</u> .	87 88
22	Master and/or Owners shall give the relevant parties prompt advice of any substantial change in Vessel's ETA at loading and at discharging ports.	90 91 92
25	8. Laytime	93
26	Vessel's written notice of readiness to load and/or discharge shall be tendered by hand or by any means of telecommunication at the offices of Shippers/Charterers/ Receivers or their Agents between 08.00 and 17.00 hours on al days except Saturdays, Sundays and Holidays and between 08.00 hours and 12.00 hours on Saturdays unless a Holiday. Such Notice of readiness shall be delivered when Vessel is in the loading or discharging berth and in all respects ready to load/discharge. At loading port Shippers/ Charterers or their Agents have the privilege to inspect Vessel's holds and reject the notice when holds are not clean, dry, odourless and in all respects ready to receive the cargo.	94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114
31	In case of dispute, an independent surveyor shall decide about Vessel's readiness to load, the party in the wrong bearing the costs. If the rejection of notice of readiness is undisputed or confirmed by surveyor the laytime will only start to count after the Vessel has validly tendered again when ready. If vessel found unready on holds, NOR will be valid but time not to count as laytime from rejection until acceptance of holds.	115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137
45	Only when the loading and/or discharging berth is unavailable, Master may warrant that the Vessel is in all respects ready and may tender notice of readiness to load and/or discharge from any usual waiting place, whether in port or not, whether in free pratique or not, whether customs cleared or not.	115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137
50	Laytime shall commence at 14.00 hours if notice of readiness to load and/or discharge is validly tendered after 12.00 hours and at 08.00 hours on the next working day if notice of readiness is validly tendered after 12.00 hours. Time used before commencement of laytime shall not count. Laytime shall not count between 12.00 hours on Saturdays or 17.00 hours on days preceding a Holiday and 08.00 hours on the following working day, unless used in which case half time actually used shall count.	121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137
55	Any delays caused by ice, floods, quarantine, or by cases of "force majeure" shall not count as laytime unless the Vessel is already on demurrage.	130 131 132 133 134 135 136 137
61	When Master has tendered notice of readiness to load or discharge from a waiting place and Vessel is subsequently found unready in application of the above provisions, laytime or time on demurrage shall not count from the time the Vessel is rejected until the time she is accepted. Additionally, any actual time lost on account of Vessel's obtaining free pratique or customs clearance shall not count as laytime or time on	133 134 135 136 137
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demurrage.	138	agreed. 201	
At second or subsequent port(s) of loading or discharging, laytime or time on demurrage shall resume counting from Vessel's arrival at loading or discharging berth, if available, or from Vessel's arrival at a usual waiting place, if berth is unavailable.	139		202
At all ports any time lost shifting from waiting place to berth shall not count as laytime or as time on demurrage.	140		203
9. Demurrage, Despatch Money	141	An address commission as stated in <u>Box 21</u> on the gross amount of freight, deadfreight and demurrage earned is due to Charterers and is deductible from freight, deadfreight and demurrage.	204
Demurrage is payable by Charterers at the rate stated in <u>Box 16</u> per day of 24 consecutive hours or pro rata.	142		205
Owners shall pay to Charterers despatch money for laytime saved in loading/discharging at the rate stated in <u>Box 16</u> per day of 24 consecutive hours or pro rata.	143		206
10. Seaworthy Trim	144		207
If ordered to be loaded or discharged at more than one berth and/or port, the Vessel is to be left in seaworthy trim to Master's reasonable satisfaction for the passage between berths and/or ports at Shippers'/Charterers'/Receivers' expense, and time used for placing Vessel in seaworthy trim shall count as laytime or time on demurrage.	145		208
11. Fumigation	146	From the date of coming into force of the International Safety Management (ISM) Code in relation to the Vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.	209
Charterers have the liberty to fumigate the cargo on board at loading and discharging port(s) or places en route at their risk and expense. Charterers are responsible for ensuring that Officers and Crew as well as all other persons on board the Vessel during and after the fumigation are not exposed to any health hazards whatsoever. Charterers undertake to pay Owners all necessary expenses incurred because of the fumigation and time lost thereby shall count as laytime or time on demurrage. When fumigation has been effected at loading port and has been certified by proper survey or by a competent authority, Bills of Lading shall not be claused by Master for reason of insects having been detected in the cargo prior to such fumigation.	147		210
12. Lights and Gear	148	Owners shall procure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.	211
Whenever required, Vessel shall supply free use of lights as on board but sufficient to carry on nightwork.	149	Except as otherwise provided in this Charter Party, 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 the Owners' account.	212
Provided described as geared, Vessel, whenever required, shall supply free use of all cargo handling gear on board, in good working order, with the necessary power, and of runners, ropes and slings as on board. Shore hands shall be used to drive the gear, at Shippers'/Charterers'/Receivers' account. Any time actually lost on account of breakdown of Vessel's gear shall not count as laytime or time on demurrage and any stevedore standby time charges incurred thereby shall be for Owners' account.	150		213
13. Agencies	151		214
At loading port, Vessel shall be consigned to the Agents designated in <u>Box 17</u> .	152		215
At discharging port, Vessel shall be consigned to the Agents designated in <u>Box 18</u> .	153		216
14. Extra Insurance	154		217
Extra insurance on cargo due to Vessel's age and/or flag and/or class shall be for Owners' account but limited to the amount specified in <u>Box 19</u> ; such extra insurance shall be covered by Charterers for Owners' account and shall be deducted from settlement of freight. Vessel is free from extra insurance on cargo due to age, class and flag.	155		218
15. Brokerage	156		219
A brokerage commission as stated in <u>Box 20</u> on the gross amount of freight, deadfreight and demurrage earned, is due to the party(ies) designated in <u>Box 20</u> and is deductible from same unless "non-deductible" has been specifically	157		220
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16. Address Commission	159		221
An address commission as stated in <u>Box 21</u> on the gross amount of freight, deadfreight and demurrage earned is due to Charterers and is deductible from freight, deadfreight and demurrage.	160		222
17. ISM Clause See also clause 29.	161		223
From the date of coming into force of the International Safety Management (ISM) Code in relation to the Vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.	162		224
Except as otherwise provided in this Charter Party, 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 the Owners' account.	163		225
18. Bills of Lading See also clause 40.	164		226
The Master is to sign Bills of Lading as presented without prejudice to the terms, conditions and exceptions of this Charter Party. If the Master delegates the signing of Bills of Lading to his Agents, he shall give them authority to do so in writing, copy of which is to be furnished to Charterers.	165		227
When Bills of Lading marked "Freight prepaid" are required, same shall be released by Owners immediately upon receipt of a telex from Charterers' Bank confirming that freight payable has been irrevocably transferred.	166		228
19. Relet	167		229
Charterers have the right to relet all or part of this Charter Party, they remaining responsible for its due fulfilment.	168		230
20. Deviation	169		
Deviation in saving or attempting to save life or property at sea or for bunkering purposes or any other reasonable deviation shall not be deemed an infringement of this Charter Party and the Owners shall not be liable for any loss or damage resulting therefrom.	170		231
21. Lien Clause	171		232
The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charter Party.	172		233
22. Responsibilities and Immunities	173		234
Except as otherwise provided and stipulated in this Charter Party, it is hereby expressly agreed that this Charter Party shall have effect subject to the provisions of the Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924, as enacted in the country of shipment. These rules shall apply to any Bills of Lading issued under this Charter Party.	174		235
When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.	175		236
In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd, 1968 - The Hague - Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply.	176		237
The Owners shall in no case be responsible for loss of or damage to cargo howsoever arising prior to loading into and after discharge from the Vessel.	177		238
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Save to the extent otherwise in this Charter Party expressly provided, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from Act of God, war, civil commotion, quarantine, strikes, lockouts, arrest or restraint of princes, rulers and peoples or any other event whatsoever which cannot be avoided or guarded against.	265	Strike or Lock-out of the Shippers' and/or Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the Strike or Lock-out.	330
	266	In case of any delay by reason of the before-mentioned causes, no claim for damages or demurrage, shall be made by the Charterers / Receivers of the cargo, or Owners of the Vessel. For the purpose, however, of settling despatch money accounts, any time lost by the Vessel through any of the above causes shall be counted as time used in loading or discharging, as the case may be.	331
23. Amended General Ice Clause	267		332
<u>Port of Loading</u>	268		333
a) In the event of the loading port being inaccessible by reason of ice when Vessel is ready to proceed from her last port or at any time during the voyage or on Vessel's arrival or in case frost sets in after Vessel's arrival, the Master for fear of being frozen in is at liberty to leave without cargo, and this Charter Party shall be null and void.	269		334
b) If during the loading the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for Owner's benefit to any port or ports including port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at Vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Receivers, freight being paid on quantity delivered (in proportion if lumpsum), all other conditions as per Charter Party.	270		335
c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under section b) or to declare this Charter Party null and void unless Charterers agree to load full cargo at the open port.	271		336
<u>Port of Discharge</u>	272		337
a) Should ice prevent Vessel from reaching port of discharge, Receivers shall have the option of keeping Vessel waiting until the reopening of navigation and paying demurrage, or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after Master or Owners have given notice to Charterers of the impossibility of reaching port of destination.	273		338
b) If during discharging the Master for fear of Vessel being frozen in deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest accessible port where she can safely discharge.	274		339
c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	275		340
24. Amended Centrocon Strike Clause	276		341
If the cargo cannot be loaded by reason of Riots, Civil Commotions or of a Strike or Lock-out of any class of workmen essential to the loading of the cargo, or by reason of obstructions or stoppages beyond the control of the Charterers caused by Riots, Civil Commotions or a Strike or Lock-out on the Railways, or in the Docks, or other loading places, or if the cargo cannot be discharged by reason of Riots, Civil Commotions or of a Strike or Lockout of any class of workmen essential to the discharge, the time for loading or discharging, as the case may be, shall not count during the continuance of such causes, provided thata	277		342
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	282	"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.	347
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		a) For the purpose of this Clause, the words:	395
		(i) "Owners" shall include the shipowners, bareboat charterers, disponent-owners, managers or other operators who are charged with the management of the Vessel, and	396

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the Master; and	397	be, or are likely to be, exposed to War Risks on any part of	464
(i) "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 judgement 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.	398	the route (including any canal or waterway) which is normally	465
	399	and customarily used in a voyage of the nature contracted	466
	400	for, and there is another longer route to the discharging	467
	401	port, the Owners shall give notice to the Charterers that	468
	402	this route will be taken. In this event the Owners shall be	469
	403	entitled, if the total extra distance exceeds 100 miles, to—	470
	404	additional freight which shall be the same percentage of—	471
	405	the freight contracted for as the percentage which the extra	472
	406	distance represents to the distance of the normal and	473
	407	customary route.	474
	408	e) The Vessel shall have liberty:-	475
	409	(i) to comply with all orders, directions, recommendations	476
	410	or advice as to departure, arrival, routes, sailing in convoy,	477
	411	ports of call, stoppages, destinations, discharge of cargo,	478
	412	delivery or in any way whatsoever which are given by the	479
	413	Government of the Nation under whose flag the Vessel sails,	480
	414	or other Government to whose laws the Owners are subject,	481
	415	or any other Government which so requires, or any body or	482
	416	group acting with the power to compel compliance with their	483
	417	orders or directions;	484
	418	(ii) to comply with the orders, directions or recom-	485
	419	mendations of any war risks underwriters who have the	486
	420	authority to give the same under the terms of the war risks	487
	421	insurance;	488
	422	(iii) to comply with the terms of any resolution of the Security	489
	423	Council of the United Nations, any directives of the European	490
	424	Community, the effective orders of any other Supranational	491
	425	body which has the right to issue and give the same, and	492
	426	with national laws aimed at enforcing the same to which	493
	427	the Owners are subject, and to obey the orders and	494
	428	directions of those who are charged with their enforcement;	495
	429	(iv) o discharge at any other port any cargo or part thereof	496
	430	which may render the Vessel liable to confiscation as a	497
	431	contraband carrier;	498
	432	(v) to call at any other port to change the crew or any part	499
	433	thereof or other persons on board the Vessel when there is	500
	434	reason to believe that they may be subject to internment,	501
	435	imprisonment or other sanctions;	502
	436	(vi) where cargo has not been loaded or has been	503
	437	discharged by the Owners under any provisions of this	504
	438	Clause, to load other cargo for the Owners' own benefit	505
	439	and carry it to any other port or ports whatsoever, whether	506
	440	backwards or forwards or in a contrary direction to the	507
	441	ordinary or customary route.	508
	442	f) If in compliance with any of the provisions of sub-clauses	509
	443	b) to e) of this Clause anything is done or not done, such	510
	444	shall not be deemed to be a deviation, but shall be	511
	445	considered as due fulfilment of the Charter Party.	512
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	447	28. Arbitration See clause 43.	513
	448	Any dispute arising out of the present contract shall be—	514
	449	referred to Arbitration of "Chambre Arbitrale Maritime de—	515
	450	Paris - 16 rue Daunou - 75002 Paris"—	516
	451	The decision rendered according to the rules of Chambre—	517
	452	Arbitrale and according to French Law shall be final and—	518
	453	binding upon both parties. The right of both parties to refer—	519
	454	any disputes to arbitration ceases twelve months after date—	520
	455	of completion of discharge or, in case of cancellation or non—	521
	456	performance, twelve months after the cancelling date as per—	522
	457	Clause 6 or after the actual date of cancellation whichever is	523
	458	the later. Where this provision is not complied with, the claim—	524
	459	shall be deemed to be waived and absolutely barred.—	525
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RIDER TO GRAIN CHARTERPARTY 'SYNACOMEX 2000' MV MERMERDELEN DATED 30TH SEPTEMBER 2016

Clause 29

MV MERMERDELEN
SID, FULLBOX, 1991 BUILT
ANTIGUA@BARBUDA FLAG
DOUBLE SKINNED, STEEL FLOORED
DWT/ DWCC 3750/3600 MTS
LOA/BEAM/DRAFT/DM 87.91/12.80/5.46/7.10 M
1/1 HO/HA, 2 BULKHEADS, OPENHATCH
GRAIN/BALE 165000 CBFT
GRT/NRT 2450/1380
SIZE OF HOLD 56.55X10.20X8.00 M
NKK CLASS, PANDI LODESTAR
APP B FITTED, GLESS
ADA WOG

-OWNERS/MANAGERS

OWNERS:
"MOON STAR SHIPPING COMPANY LIMITED"
60 NEVIS STREET ST. JOHNS ANTIGUA AND BARBUDA

MANAGERS:
"KAMER MARINE SHIPPING LTD STI"
GUZELYALI MAH.ISTASYON CAD.MERCAN(BEKCI) SK.
YAZICI APT.NO:7 D:5 PENDIK-ISTANBUL/TURKIYE

LAST 3 CARGOES : steel pipes, steel wric, ricebran in bulk

Owners warrant that

-Vessel to be fully P&I covered by a member of the International Group of P&I Clubs and that Owners will keep all due premiums current for the duration of this Charter Party.

-Vessel to be classed by a member of the International Association of Classification Societies (IACS). Owners guarantee that the Vessel will remain fully classed with the declared classification society for the duration of this Charter Party, without any expired class surveys or outstanding Class recommendations that could affect the execution of the this voyage.

-Vessel to be fully Hull and Machinery Insurance covered for the duration of this Charter Party.

-Vessel and Company is compliant with the ISM and the ISPS code.
Copies of the DOC, SMS and the ISCC to be provided upon request.

-Vessel shall not change Ownership, Management & Flag and is not scheduled for demolition/scrap during or upon completion of this Charter.

-Vessel's class surveys, statutory certificates and other trading certificates are fully up to date and will remain valid for the duration of this Charter Party.

-Vessel holds a current and valid Ship Sanitation Exemption Certificate (SSEC), formally known as the DE-Rat Certificate, from a country/port as approved by the World Health Organization (WHO)

-Vessel's gear, if vessel geared, is in full working order serving all hatches simultaneously. Vessel's has valid and up-to-date gear certificates and documentation to perform the intended voyage.



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-Vessel has clear un-obstructed holds and Vessel's hold(s) is/are in all respects fully suitable for loading the intended cargo.

-Vessel is not of twin-hatch design, does not have centerline bulkhead, no pontoon hatches and no tweendeck covers. Tanktops are flush type, where manhole covers on the tanktop and ships sides are fitted in a recess.

-Vessel's hatchcovers to be fully watertight

-Vessel is/will not be owned, chartered, managed, operated or associated in any way with any states, persons or entities that are subject to any international supranational sanctions/blacklists including Iranian, Syrian, Cuban or North Korean interests, nor shall Vessel appear on OFAC list. The companies involved are not SDNS, not incorporated in Syria and not managed or operated in Syria. The natural persons including the companies or ultimately owing the vessel are not ordinarily resident in Syria.

-Owners guarantee the vessel is free from any Asian Gypsy moth eggs, larvae or any form of Gypsy moth life. Should the vessel be found to have same and the vessel is not cleared or allowed to enter port then all costs, losses and damages, including loss of sale, to be for owners account.

Clause 30 - NOTICES

Master and/or Owners to give Notice of Eta on fixing and thereafter 10/7/5/3/2/1 days Notice of Vessel's expected readiness at loadport resp. Vessel's arrival at port of discharge to ED&F Man (bpp@edfman.com) or Feedimpex (admin@feedimpex.nl) and load/disport agents.

Clause 31 – STOWAGE

Cargo to be loaded basis mainhold stowage only. Owners warrant that the Vessel can safely stow and carry the cargo without bagging, strapping and/or securing of the cargo. If cargo fixed on partcargo basis, cargo to be separated by Vessel's hold(s) / bulkhead(s).

Vessel did not load bone-, blood- and/or fish meal last 12 months.

Commodities mentioned below have not been carried by performing vessel on the last three voyages :
slaughter waste, domestic waste, processed animal proteins, animal manure, skins and waste treated with tanning extracts, garden soil/ compost treated with animal material, toxic oxidative materials and packaging thereof, radioactive material, asbestos or materials of asbestos content, mineral clay used for detoxification, scrap, except "clean" scrap, metal/steel products (for Japan discharge) unpacked seed, treated with toxic materials, sewage sludge, untreated food residue (swill) , glass and glass cullet.

Clause 32 - NOTICE OF READINESS & LAYTIME

In European loadport(s) Notice of Readiness to be given during office hours to ED&F Man (bpp@edfman.com) or Feedimpex (admin@feedimpex.nl) & agents from Monday till Friday. Office hours to be taken as from 09.00 till 17.00 hrs.

In Black Sea loadport(s) Notice of Readiness to be given during office hours to ED&F Man (bpp@edfman.com) or Feedimpex (admin@Feedimpex.nl) & agents from Monday till Friday. Office hours to be taken as from 09.00 till 17.00 hrs.

In Egypt loadport (s) Notice of Readiness to be given during office hours to ED&F Man (bpp@edfman.com) or Feedimpex (admin@feedimpex.nl) & Agents from Sunday till Wednesday. Office hours to be taken as from 09.00 till 17.00 hrs. Time from Thursday noon or noon day prior to legal/local holiday till Sunday or days following a holiday 08.00 hrs, not to count, even if used.

At discharge port time from Friday 5pm until Monday 8am or from 5pm on days prior legal / local holidays until next working day at 8am not to count, even if used.

Lay-time to start counting at 8am next working day.



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Notice of Readiness not to be given/tendered before agreed Laydays. Any time used prior commencement of Laytime not to count.

When Master has tendered Notice of readiness to load or discharge from a waiting place and Vessel is subsequently found unready in application of the above provisions, laytime or time on demurrage shall not count from the time Notice of Readiness tendered until the time vessel is accepted. Additionally, any actual time lost on account of Vessel's obtaining free pratique or customs clearance shall not count as laytime or time on demurrage and any additional port and / or other charges incurred to be for Owner's account.

Laytime to be reversible.

Steaming time from anchorage/roads resp. shifting time from lay-by berth to loading and/or discharging berth not to count, even if Vessel on demurrage.

Time lost due port closure due to bad weather or swell, ~~even if congested~~, awaiting suitable tide, congestion of locks, waiting for bridges, strikes, lack of sea and harbor pilots, awaiting daylight navigation, ~~awaiting tugs~~, draft surveys, suspension of river traffic by port authorities, bad weather preventing Vessel to enter the port, or any other reason beyond Charterers' control, not to count as laytime, ~~even if Vessel on demurrage unless vessel on demurrage~~. Waiting outward port clearance not to count as Laytime, even if Vessel on demurrage.

Whether In Berth Or Not, Whether Customs Cleared Or Not, Whether In Free Pratique or not, Whether In Port Or No, NOR tendering if berth is occupied.

If NOR tendered at Yuzhny Pilot Station 12 hours tt to apply. Steaming time from pilot station to berth NTC.

Once on demurrage, always on demurrage clause to apply.

Laytime to count till completion of loading. Charterers have free 4 hours for cargo documents preparation which are not count as laytime. Any extra time used over 4 hours, time resume to count as laytime.

Clause 33 – CARGO QUANTITY

Cargo quantity to be determined by shore scale or draft survey in Charterers' option. If by draft survey, same to be performed by Charterer's appointed surveyor at Charterer's expense. Owners, at their expense, have the right to appoint their own (counter)surveyor to perform a joint draft survey. **In case, cargo quantity to be determined as per draft survey at load port, outturn figure to be determined as per draft survey and owner will be only draft survey figure at disch port. In case, determination as per shore scale at load port, hatches to sealed by owner and owner will not be responsible at disch port for quantity if seal found intact at disch port and any shortage to be settled between charterer/shippers and receivers not involving owner.**

Clause 34 - FREIGHT PAYMENT & BILLS OF LADING

100% of the freight, less commission **only**, to be paid within **3** banking days after completion of loading into nominated Owners bank account and release of the Bills of Lading marked "Freight payable as per Charter Party". In the event "Freight prepaid" Bills of Lading are required then Bills of Lading only to be released after Owners have collected the freight or received irrevocable proof of payment from Charterers bank.

Balance of freight to be paid on outturn quantity.

Freight to be paid to Owners/Managers of the vessel as stated in the Charter Party.

Undisputed despatch at loadport, if applicable, to be deducted from freight payment.

Undisputed demurrage both ends, if any, to be settled directly between Owners and Charterers (via brokers, if applicable) within **5** days ~~from completion discharge and receipt of Owners' Laytime calculations after presentation of Owners' demurrage invoice with supporting documents - laytime calculations , NOR&SOF both ends even by fax.~~

No Liner Bill(s) of lading to be issued.



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Master has the right, in conjunction with cargo surveyor, to reject any cargo that would cause him to clause the Bill of Lading.

All Bills of Lading issued under this Charter Party to incorporate the Clause Paramount.

No original Bill(s) of lading to be carried on board the vessel during sea passage, unless specifically required by Charterers.

Clause 35 – SHIFTING / WARPING / GEAR / OVERTIME

If required by shippers/receivers/authorities to facilitate the loading/discharging, the Vessel shall warp along the quay at Vessel's expense, but in Charterers time. All opening and closing of hatches to be done by Vessel's crew at Owner's expense, provided local labour regulations permit same. Otherwise same to be for Charterers account.

Time for opening/closing of hatches not to count as Laytime.

If vessel geared, Charterers to have free use of vessel's gear.

Overtime to be for account of party ordering same.

Charterers always have the right to perform lighterage operations.

Clause 36 – HATCHES

Charterers have the right to arrange a condition survey and / or hose test and / or ultrasonic watertightness survey of the hatchcovers prior to commencement of loading which to be at Charterers' expense and time. By failing the hose test and / or ultrasonic watertightness survey the Notice of Readiness is not accepted. **By failing the hose test and /or ultrasonic test, time from failing until acceptance, time not to count as laytime but nor will valid.**

Clause 37 - AGENTS

Owners to appoint agents as nominated by Charterers. Owners to put agents in funds prior Vessels arrival, failing which, all costs, delays and consequences as a result of this to be for Owners account.

Agent at load port:

SKL LTD
5 VORONTSOVSKA STR., APT.5
73000 KHERSON
UKRAINE
Agency Dep.: 380 552 327248/43/47
Accounting Dep.: 380 552 327246/45
Fax: 380 552 327249
Telex: 51 892 181 DIAL G
E-mail: agency@skl-ua.com; forwarding@skl-ua.com

Agent at disch port: Marmedsa

Clause 38 – TAXES / DUES

Taxes/dues on cargo to be for Chrs account, same on freight/vessel/vessel related matters to be for Owners account. Customary port charges including berthing and/or quay dues, wharfages, dockages and/or berth occupancy charges or equivalent to be for Owners account.

In Suez, if applicable, any taxes/dues on cargo/freight/vessel to be for Owners account (included in freight)
War risk Insurance/additional war risk premiums/armed escorts, if any to be for Owners'account.



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Clause 39 – ICE CLAUSE

Owners and Charterers recognize that in certain months there is a period where ice navigation is required at the loading/discharge port(s). If vessel to follow Ice Breaker or proceeding in convoy to the loadport/discharge port, the cost of the Ice Breaker is divided equally between the number of vessels in the relevant convoy. The cost and time involved in the use of the Ice Breaker to be for Owners' account.

Clause 40 - CREW

If during the currency of this charter party the terms/conditions under which the crew is employed are not acceptable to the I.T.F. or equivalent, any delays or costs occasioned thereby to be for Owners account.

Clause 41 - DEADFREIGHT

Charterers shall not be responsible for any deadfreight for Owners failure to lift minimum quantity specified in the Charterparty. Owners are not to clause/delay the release of the Bills of Lading for alleged dead-freight. Failing an amicable settlement, such dispute to be referred to arbitration.

Clause 42 – CHARTERERS’ LIABILITY

Charterers liability under this contract and any Bill of Lading issued hereunder shall cease as soon as the cargo has been loaded and the freight, deadfreight and demurrage, if any, are paid or deposit made of the sum in dispute.

Clause 43 – STEVEDORES’ DAMAGE

Charterers not to be responsible for damage caused by stevedores or their servants. Any eventual damage caused to be settled directly between Owners and stevedores.

Charterers to nominate stevedores.

Clause 44 – PORT STATE CONTROL

In the event that the vessel is inspected by Port State Control (PSC) at load port(s) and/or discharge port(s) and defects, Owners to provide written undertaking to Charterers to confirm that all defects will be corrected in accordance with PSC requirements. Should the vessel be detained by PSC before cargo operations have been completed, time of such detention not to count as laytime or time on demurrage. Subject to nature or severity of any defects found by PSC, Charterers reserve the right to cease cargo operations pending completion of work and PSC clearance.

Clause 45 – CARGO OPERATIONS

Neither the Owners nor Charterers shall be responsible in the event of strikes of workmen, lockout, riots or flood or any accident or case beyond the control of either party. If cargo operations are delayed, prevented or interrupted, laytime, or demurrage, if the vessel is on demurrage, will not commence, or if commenced, will not continue until loading or discharging has been resumed.

Clause 46 – LETTER OF INDEMNITY

If, upon Vessel's arrival at discharging port, the original Bill of Lading has not been delivered to the Vessel and cargo interests have not provided an indemnity acceptable to the Vessel for delivery of the cargo, Charterers have the right, but not the obligation, to order delivery of the cargo against Charterer's Letter of Indemnity (LOI) in Owners' Pandi club standard wording, signed by Charterers only.



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Clause 47 – GENERAL AVERAGE & ARBITRATION

General Average & Arbitration to be settled in London, with English law to apply, unless agreed different. Any disputes from time to time arising out of this contract shall, unless the agree forthwith on a single arbitrator, be referred to the final arbitrament of two arbitrators carrying on business in London who shall be members of the Baltic exchange and engaged in the shipping and/or grain trades, one to be appointed by each of the parties, with power to such arbitrators to appoint an umpire. Any claim must be made in writing and claimant's arbitrator appointed within twelve months of final discharge and where this provision is not complied with the claim shall be deemed to be waived and absolutely barred. No award shall be questioned or invalidated on the ground that any of the arbitrators is not qualified as above, unless objection to this acting be taken before the award is made.

For claims not exceeding US\$ 50.000,- the arbitration shall be conducted in accordance with the IMAA small claims procedure.

THE OWNERS

THE CHARTERERS