

UNIFORM AUSTRALIAN BARLEY CHARTER 1986

Code Name "AUSBAR"

Adopted 3 April, 1986
 Australian Barley Board The
 Grain Pool of W.A.
 New South Wales Barley Marketing Board
 Queensland Barley Marketing Board

ADMI - Australia / China Barley Terms

	Dated at 19
IT IS THIS DAY MUTUALLY AGREED BETWEEN as the Owners	1
of the good Steamship/Motorship named the of the measurement of <i>See Clause 45</i> tons gross, and tons	2
net register, Vessel's total summer deadweight Metric Tons or thereabouts, flag built	3
classed <i>See Clause 47</i> and to be of that class when the vessel sails with her cargo under this Charter now <i>trading</i>	4
AND of as Charterers	5
OWNERS/SHIPPIERS	
Whenever the word "Owners" appears in this Charterparty, it is understood to mean "owners and/or disponent owners and/or Timechartered Owners".	6
It is understood by both Owners, and by Charterers, of the Vessel, that throughout this Charterparty the party referred to as "Shippers" shall be the <i>Charterers</i>	7
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LOADING PORT - See also Clause 91	
1. - That the said Vessel, being in every way fitted for the voyage shall, with all convenient speed, after completion of her present voyage and discharge of her outward cargo (if any) proceed as ordered by the Shippers to <i>one safe port Wallaroo and then completing at one safe port Port Giles (for Cargo 1) and one safe port Wallaroo and then completing at one safe port Port Lincoln (for cargo 2) one or two ports out of Fremantle, Geraldton, Bunbury, Albany, Esperance, in Western Australia, or to one or two ports out of Port Giles, Wallaroo, Port Lincoln, Port Pirie, Port Adelaide, Thevenard, Ardrossan, in South Australia, or to Geelong, and/or Portland in Victoria, or to Sydney, and/or Newcastle in New South Wales, or to one or two ports out of Brisbane, Gladstone, Mackay, in Queensland</i> , rotation always at Shippers' Owners' option and there load according to the custom of the port, always afloat, <i>at one or two at such safe anchorage(s), dock(s),</i>	9
pier(s), wharf(s) or berth(s) each as ordered by the <i>Shippers Charterers at each port</i> , a cargo of Barley in bulk <i>in one grade</i> , ex silo from the Shippers or their Agents, which the said Charterers bind	10
themselves to provide, not exceeding what the Vessel can reasonably stow, <i>about 49/50 cuft pmt without guarantee</i> and carry in addition to her tackle, apparel, provisions, fuel and furniture. <i>Vessel to be left in a seaworthy trim between load ports. Owners to satisfy themselves on the port/draft restrictions if any at load port(s).</i>	11
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SHIFTING VESSEL	
Shippers shall have the option of ordering the Vessel to shift from the loading berth/dock/wharf/pier at Owner's expense on one occasion at each loading port.	14
Should the Vessel be ordered to move by the Port Authority all costs arising therefrom shall be for Owners account. <i>See Clause 52.</i>	15
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DESTINATION	
2. - Being so loaded, the Vessel shall proceed with all reasonable speed, the route at the Shipowners' option, which shall be declared by the Master on completion of Loading for orders (unless these be given by Shippers upon signing Bills of Lading) <i>See also Clause 44(e)</i> to discharge at any safe port or combination of safe ports listed in Discharge	18
Range, or so near thereunto as the Vessel can safely get, always afloat, and there deliver the cargo according to the custom of the Port and in accordance with Clauses 20/21 at any customary berth, dock, wharf or pier as ordered by the Charterers or their Agents, where the Vessel can safely lie, always afloat, having been paid freight at the rate hereinafter mentioned.	19
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DISCHARGE RANGE	
<i>Cargo 1: 1/2 safe berth(s)/anchorage(s) 1 safe port Fangcheng and 1/2 safe berths/anchorages 1 safe port Nantong. Charterers to discharge sufficient cargo at first discharge port Fangcheng to Master's satisfaction to allow vessel to safely enter Nantong.</i>	23
<i>Charterers' option</i>	
<i>1/2 safe berths/anchorages 1 safe port Rizhao + 1/2 safe berths/anchorages 1 safe port Longkou.</i>	
<i>1/2 safe berths/anchorages 1 safe port Huangpu + 1/2 safe berths/anchorages 1 safe port Ningbo.</i>	
<i>1/2 safe berths/anchorages 1 safe port Huangpu + 1/2 safe berths/anchorages 1 safe port Qingdao.</i>	
<i>1/2 safe berths/anchorages 1 safe port Huangpu + 1/2 safe berths/anchorages 1 safe port Qinhuangdao.</i>	
<i>1/2 safe berths/anchorages 1 safe port Dalian.</i>	
<i>1/2 safe berths/anchorages 1 safe port Dalian + 1/2 safe berths/anchorages 1 safe port Jiangyin.</i>	
<i>Cargo 2: 1/2 safe berths/anchorages 1 safe port Huangpu and 1/2 safe berths/anchorages 1 safe port Ningbo. Charterers to discharge sufficient cargo at first discharge port Huangpu to Master's satisfaction to allow vessel to safely enter Ningbo</i>	
<i>Charterers' option:</i>	
<i>1/2 safe berths/anchorages 1 safe port Huangpu + 1/2 safe berths/anchorages 1 safe port Qingdao</i>	
<i>1/2 safe berths/anchorages 1 safe port Huangpu + 1/2 safe berths/anchorages 1 safe port Nantong</i>	
<i>1/2 safe berths/anchorages 1 safe port Qingdao + 1/2 safe berths/anchorages 1 safe port Qinhuangdao</i>	
<i>1/2sba 1sp Huangpu + 1/2sba 1sp Ningbo + 1/2sba 1sp Qingdao</i>	
<i>1/2sba 1sp Huangpu + 1/2sba 1sp Ningbo + 1/2sba 1sp Nantong</i>	
<i>1/2sba 1sp Huangpu + 1/2sba 1sp Ningbo + 1/2sba 1sp Qinhuangdao</i>	
<i>1/2sba 1sp Huangpu + 1/2sba 1sp Qingdao + 1/2sba 1sp Qinhuangdao</i>	
<i>1/2sba 1sp Huangpu + 1/2sba 1sp Nantong + 1/2sba 1sp Qinhuangdao</i>	
<i>Discharge ports to be declared along with narrowing laycan for each cargo</i>	
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<i>Vessel to be left in seaworthy trim between discharge ports. Owners to satisfy themselves on the port/draft restrictions if any at discharge port(s)</i>	25
SAFE TRIM BETWEEN PORTS OF DISCHARGE	
If the option of ordering the Vessel to discharge at two ports is not exercised, or if correct particulars of the cargo to be discharged at the first port of discharge are not given to the Master, before loading has commenced, any expense incurred by the Shipowners at the first port of discharge in shifting, discharging and/or reloading any cargo either for the purpose of putting the Vessel into seaworthy trim for the passage to the second port or to enable the cargo for discharge at the first port to be	26
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conveniently so discharged shall be paid by the Charterers, and the Charterers shall indemnify the Shipowners against any claims by Bill of Lading holders in respect of such shifting, discharging and/or reloading cargo. In the event of the cargo being a homogeneous cargo (i.e. of the same description, quality and mark) the Master shall discharge the cargo in such manner as to leave the Vessel in seaworthy trim to proceed to the second port of discharge.

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CAPACITY

3. - The Shipowners undertake that the Vessel shall not load more than tons nor less than 2 separate cargoes each of 55,000MT 10% more or less in Owners' option of barley in one grade, tons metric weight (gross). The Master to declare in writing before loading commences approximate quantity of cargo required.

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Cargo breakdown as follows:

LOADING AND CANCELLING DATES - See Clause 89

4. - Time for loading shall not commence before unless the Shippers begin loading sooner, and if the Vessel

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is not ready to load at all hatches at (first) loading port by 1200 hours of the the Charterers shall have the option of cancelling this Charter, which shall be declared upon notice of readiness being given, unless more time has been lost waiting for orders than mentioned in Clause 8, in which case the cancelling date shall be correspondingly extended. For the purpose of this Clause the preliminary 24 hours' notice of readiness to load, stipulated in Clause 10 shall not be obligatory, and in no case shall the absence or non-readiness of shifting boards, or the absence of a ready loading berth as per clause 10 constitute a reason for cancelling this Charter.

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CARGO ALONGSIDE

5. - At the loading port or ports the cargo shall be delivered ex spout from the silo *into the holds, stowed, and spout trimmed, unstowed and untrimmed*, at the risk and expense of the Shippers. Any additional trimming required over and above spout trimming to be at Owners' time, risk and expense.

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FREIGHT

6. - Freight shall be payable at the rate of:-

See Clause 93

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all per metric ton of 1,000 kilos Bill of Lading weight.

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If the vessel is chartered on one or two loadport basis, and is ordered by the Shippers to load at one port only then the rate of freight is to be reduced by US\$ per Metric Ton.

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The said freight shall be paid See Clause 57

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INTERNATIONAL TRANSPORTWORKERS' FEDERATION

7. - The Owners of the Vessel guarantee that the minimum terms and conditions of employment of the crew of the Vessel are now or will be prior to presentation of the Vessel for loading and will remain for the period of this Charterparty covered by an International Transportworkers' Federation agreement or a bona fide Trade Union agreement acceptable to the International Transportworkers' Federation. If berthing, loading or discharging of the Vessel is prevented or delayed by or as a consequence of any industrial dispute arising directly or indirectly from the terms and conditions of employment of the crew, any time lost by reason thereof shall not count during the continuance of such prevention or delay and the Owners shall reimburse the Charterers and/or Shippers for any expense whatsoever caused thereby.

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ORDERS FOR LOADING PORTS

8. - Owners or their local Australian Agents shall keep the Charterers and Shippers closely advised of vessel's movements, including date of sailing from last port prior to contract voyage. The Master shall apply by radio or telegraph to Shippers (telegraphic address) for orders for first or sole loading port giving vessel's position ETA and estimated cargo required when 96 hours off the loading range. Unless given earlier, orders shall be given by Shippers by radio or telegraph within 48 hours of receipt of Master's application. See Clause 71

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Orders for second loading port, if any, shall be given before Vessel completes loading at first port.

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- Orders for a Vessel with cargo for, or discharging in Australia shall be given to the Master or Owners' Agents at the vessel's final discharging port upon the Masters or Owners' Agents giving the Shippers written or telegraphic notice of the vessel's position and expected readiness, such notice to be given at least three days before the vessel's expected departure from final discharging port.

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Failure to radio or telegraph under this Clause, shall not be considered a breach of Charter, but if Shippers are not notified, three days shall be added to the time allowed for loading.

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- If, when the vessel is in Australian waters, the Master does not intend to proceed direct to loading port on receipt of orders, but via another port, for the purpose of bunkering, he shall inform Charterers and Shippers and advise them of vessel's expected date of departure therefrom. If, after orders for loading port are given, the vessel is delayed 48 hours or more after the date notified. The Master shall inform Charterers/Shippers by radio or telegraph of such delay and Shippers shall have the right of ordering vessel by radio or telegraph to a different loading port, provided such orders are given within 24 hours (Saturdays, Sundays, and Holidays excepted) of receipt of Master's notification, such orders shall be acknowledged to the Shippers by radio or telegraph as soon as possible after receipt thereof by the Master.

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SURVEY AT LOADING PORT

9. - At the first or sole loading port (or as otherwise agreed between Owners and Shippers) and before loading is commenced the Vessel shall pass the customary survey of an Australian Federal Department of Transport Marine Surveyor, a recognised Marine Surveyor approved by the Shippers, and of an Australian Department of Primary Industry Inspector pursuant to the Export (Grain) Regulations.

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In the event that Vessel loads in another State/s and is required by Shippers to re-pass inspections at the loading Port/s defined in this Charter Party any time lost in securing the required certificate shall not count as laytime unless Vessel is already on demurrage.

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LOADING

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(A) - (NOTICE OF READINESS)

At the first loading port the time for loading shall count (unless loading is sooner commenced) from 0800 hours on the next working day 24 hours after Shippers or their agents have received the Master's written or telegraphic notice *in normal office hours* between 0900 hours and 1700 hours on ordinary working days Monday to Friday (Saturdays, Sundays and Holidays excepted) that the Vessel has passed survey in accordance with Clause 9 and is ready to load in the berth ordered by Shippers whether in berth or not. Such orders shall be given to the Vessel by Shippers upon notice being given of the Vessel's arrival in port.

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Notice shall be given at the first port or place of loading only.

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At the second or subsequent loading port (if any) the time for loading shall count (Saturdays, Sundays, and Holidays excepted) from 1200 hours on the day of arrival at the port if the Vessel arrives before 1200 hours, and from 0900 hours on the following working day, if the Vessel arrives after 1200 hours, unless loading is commenced earlier, in which case the time shall count from commencement of loading, immediately on Vessel's arrival WIPON/WICCON/WIBON/WIFPON.

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Time occupied in changing loading ports shall not count as loading time.

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The cargo shall be loaded at the rate of 10,000 Metric Tons for cargo in bulk ex silo per weather working day of 24 consecutive hours (Saturdays, Sundays and Holidays excepted even if used) provided the Vessel can receive at this rate. Time from 1700 hours on Friday or from noon on a day preceding legal/local holidays until 0800 hours Monday or 0800 hours next working day after a holiday, not to count even if used. Any time lost on a working day owing to weather conditions shall not count	85 86
provided work is actually stopped or prevented thereby.	87
(B) - WAITING FOR BERTH	
If the Vessel is prevented from entering the loading port(s) because the first or sole loading berth or a lay berth or anchorage is not available, or on the order of the Shippers or any competent official body or authority or as agreed between Owner and Shippers and the Master warrants that the Vessel is physically ready in all respects to load, the time spent waiting at a usual waiting place outside the commercial limits of the port or off the port shall count against laytime.	88 89 90
Such laytime shall count from Vessel's arrival at such usual waiting place (subject to Masters written or telegraphic notice of arrival being given to Shippers) and will continue to run as per Clause 10 until any of the aforesaid conditions cease to be operative and Vessel is so notified by Shippers or their Agents or any competent authority.	91 92 93
If after entering the commercial limits of the loading port, Vessel fails to pass inspections as per Clause 9 and requires more than four hours Saturdays, Sundays and Holidays included to pass such inspections from the times of initial failure to pass, the time spent waiting outside the commercial limits of the port as per lines 91, 92, 93, shall not count and the provisions of lines 101,102 are not to apply, but, if said Vessel passes inspections within the said four hours, any delay in commencing loading directly attributable to its failure to pass initial inspections shall not count as laytime or time on demurrage.	94 95 96 97
Time so used is to be added to laytime (or time on demurrage) used for loading the entire cargo.	98
Once the Vessel has reached a place within the commercial limits of the port, notice of readiness is to be tendered and laytime is to begin to count in accordance with the provisions of lines 76-79.	99 100
At first or sole loading port the cancelling date shall be extended by the number of running days Saturdays, Sundays and Holidays included rounded to the nearest day spent waiting outside the commercial limits of the port for berth (in accordance with the provisions of lines 88 - 89).	101 102
In the event that the Vessel is waiting for loading berth, no laytime is to be deducted during such period for reasons of weather unless the Vessel occupying the loading berth in question is actually prevented from working grain due to weather conditions in which case time so lost is not to count unless the Vessel is on demurrage.	103 104
Time occupied in moving from place of waiting to loading berth shall not count as laytime.	105
Should the Port Authority at the loading port order that the Vessel be loaded during overtime hours, (including Saturdays, Sundays and Holidays) then additional costs are to be borne 50% by the Owners of the Vessel, and 50% by the Shippers, except officer's and crew's overtime which shall be for Owner's account.	106 107
Owners guarantee Vessel is fully fitted in accordance with Australian Regulations that may be in force during the duration of this Charterparty including hold ladder requirements, and suitable for the carriage of bulk grain and will not require any bagged cargo.	108 109
If separation, other than by Vessel's natural compartments, for bulk cargo are required, the cost of such separations shall be paid by the Charterers. The Shippers or their agents shall have the right of sending the cargo alongside continuously (Saturdays, Sundays and Holidays excepted) and the Vessel shall be bound to proceed with the loading, <i>if so required the Shipowners paying all overtime in connection with the actual taking aboard from alongside and stowage of the cargo, but the Vessel shall not pay overtime for work which in ordinary working hours is performed by the Shippers. In such case all additional stevedoring costs incurred as a result working outside working hours shall be for Shippers' accounts.</i>	110 111 112 113
Shipowners undertake not to exceed a maximum deepest draft (i.e. the draft at the deepest point of the vessel) of — salt water during loading and/or completion at loading port(s), but in the event of the Master requesting to exceed this draft it is mutually agreed that the Shippers may at their discretion accede to the Master's request, provided it is at the Owners' risk and responsibility and that all other conditions of the Charterparty are not varied in any way, particularly the maximum draft at the discharging port(s) if applicable.	114 115 116 117
DEMURRAGE AND DESPATCH (LOADING)	
11. - Should the Vessel not be loaded at the rate herein stipulated, demurrage shall be paid at the rate of — per running day, and pro rata for any part of a day. Such demurrage shall be paid day by day, when and where incurred. <i>Demurrage rate based on laytime saved loading and discharging.</i>	118 119
For all working time saved at port or ports of loading, despatch money shall be paid on completion of loading at the rate of one-half of the above rate of demurrage.	120
Demurrage or Despatch money at loading port to be settled between Owner's Agents and Owners and Charterers.	121
STEVEDORES	
12. - The stevedore at loading port or ports shall be appointed by the Shippers, at a cost not exceeding the then current rate for first class work. The cost of loading and trimming the cargo is for the account of Owners. If any question arises as to the proper cost of stevedoring, it shall be settled amicably between the Shippers and Owners or if necessary by arbitration forthwith. <i>See Clause 59</i>	122 123 124
The stevedore at discharge port or ports to be appointed and employed by Charterers/Receivers	125
The cargo shall be stowed under the supervision and direction of the Master.	126
AGENTS	
13. - At the port or ports of loading and discharging the Vessel shall be consigned to Owners to appoint vessels agents as or their Nominees at a fee of nominated by Charterers at loading and discharging ports Australian Dollars, payable once only.	127 128
<i>At the port or ports of discharge the Vessel shall be consigned to Owners paying customary fees Such agents to remain the servants of the Owners who are to pay customary agency fees.</i>	129
14. - Owners to make available the necessary funds for estimated Despatch and Disbursements to the local Agents prior to Vessel's arrival at the first loadport. If Owners fail to make payment of these funds, Charterers have the option of withholding estimated Despatch and Disbursement from the Freight Payment due under Clause 6.	130 131 132
Owners are not to endorse or withhold Bills of Lading for any of the above reasons.	133
BILLS OF LADING	
15. - Without prejudice to this Charterparty, the Master shall sign Bills of Lading for the cargo, in the form endorsed on this Charter, freight and all terms, conditions, clauses, and exceptions as per this Charter.	134 135
Owners shall release signed Bills of Lading to Shippers on completion of loading, and, if required by Shippers, at each loading port.	136

STRIKES		
16. - If the cargo cannot be loaded by reason of Riots, Civil Commotions or of a Strike, Workban, or any Lock-out of any class of workmen essential to the berthing of the Vessel or to the loading of the cargo, or by reason of obstructions or stoppages beyond the control of the Shippers caused by Riots, Civil Commotions or a Strike, Workban, or any Lock-out on the Railways or Road Transport or in the Docks or other places, or if the cargo cannot be discharged by reason of Riots, Civil Commotions, of a Strike, Workban, or any Lock-out 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 unless Vessel is already on demurrage, provided that a Strike, Workban, or any Lock-out of the Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labour. In the case of any delay by reason of the before mentioned causes, or as a consequence thereof no claim for damages or demurrage shall be made by the Shippers or the Charterers or Receivers of the cargo or Owners of the Vessel. For the purpose 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.	137 138 139 140 141 142 143 144 145	
ORDERS FOR DISCHARGE		
17. - Master to apply to <i>See Clause 46</i> for orders for the first or sole discharging port, by radio and orders are to be given, by radio, within hours of receipt of Master's application, unless given earlier. When applying for discharging port orders, Master to give his actual position and average speed in fair weather. On receipt of discharging port orders, Master to radio his ETA at first or sole discharging port, and is to keep them advised of any subsequent alterations of his ETA. Orders for discharge at a second port, if any, unless given earlier, shall be given within of arrival at the first port of discharge, or upon completion of discharge, whichever is the earlier. For any detention waiting for orders, the Charterers shall pay to the Vessel demurrage at the rate mentioned in Clause 23. If the Vessel discharges at more than one port the discharging ports shall be in geographical (mileage) rotation from the port where the first discharging port orders are given.	146 147 148 149 150 151 152 153	
SHIFTING BERTHS (DISCHARGE)		
18. - Charterers have the option of ordering the Vessel to discharge at a second wharf or berth at discharging port, if required, cost of shifting including bunker fuel used, to be for account and time occupied in shifting to count as laytime.	154 155	
ADDITIONAL DISCHARGING PORT OPTIONS		
19. - The Shipowners shall not give any additional discharging options under this Charter without the consent in writing of the Charterers or their Agents, and no cargo other than that provided by Charterers shall be carried without Charterers' written consent, unless the Vessel is sub-let.	156 157	
TIME FOR DISCHARGING		
20. - Time for discharging shall commence at 0800 hours on the next working day twenty-four hours after Notice of Readiness has been given during ordinary office hours (0900-1700 hours to Monday to Friday and 0900-1200 hours on Saturday), whether in berth or not at the first or sole port of discharge and from next working period after arrival at the second port, if any, or so near thereunto as she may be permitted to approach. Time occupied in moving from place of waiting to discharging berth not to count as laytime. If after berthing the Vessel is found not to be ready in all respects to discharge, the actual time lost from the discovery thereof until she is in fact ready to discharge shall not count as laytime. Excepted time as per Clause 21 not to count unless the vessel is on demurrage.	158 159 160 161 162	
DISCHARGING RATE		
21. - Cargo is to be discharged free of expense to the Vessel at the average rate of 6,000 (for Cargo 1) and 5,000 (for Cargo 2) metric tons of 1000 kilos per weather working day of twenty-four consecutive hours <i>Saturdays, Sundays and Holidays excepted even if used.</i> providing Vessel can deliver at this rate: <i>Time from 1700 hours on Friday or from noon on a day preceding legal/local holiday until 0800 hours Monday or 0800 hours next working day after a holiday, not to count even if used.</i> Laytime : Non-reversible between loading and discharging ports and between discharging ports.	163 164 165	
LIGHTERAGE		
22. - Should the Vessel be ordered to discharge at a place to which there is not sufficient water for her to get the first tide after arrival without lightening, and lie always afloat, discharging time shall count from 48 hours after her arrival at a safe anchorage for similar vessels bound for such place, and lighterage incurred to enable the Vessel to reach the place of discharge shall be at the risk and expense of the Receivers of the cargo, any custom of the port or place to the contrary notwithstanding, but time occupied in proceeding from the anchorage to the place of discharge shall not count.	166 167 168 169	
This clause and the words 'or so near thereunto as vessel can safely get' in Clause 2 and 'or so near thereunto as she may be permitted to approach' in Clause 20, shall not apply to named ports in this Charter. <i>Lightening/lighterage if any to be for Charterers' time and account at both load and discharge ports.</i>	170 171	
DEMURRAGE AND DESPATCH (DISCHARGE)		
23. - Should the Vessel not be discharged at the rate herein stipulated, demurrage shall be paid at the rate of per running day and pro rata for any part of a day. For all working time saved despatch money shall be paid at the rate of one-half of the above rate of demurrage. Despatch money, if any, at discharging port or ports shall be calculated on the basis of a weather working day of 24 consecutive hours, but any time lost on a working day owing to weather conditions shall not count provided work is actually stopped or prevented thereby. <i>Demurrage rate based on laytime saved loading and discharging.</i>	172 173 174 175	
Demurrage or despatch, if any, at discharging port or ports shall be paid when and where incurred, and the cargo shall be treated as a whole and settlement to be made on completion of discharge.	176 177	
Laytime at ports of loading and discharging to be non-reversible.	178	
GEAR CLAUSE - See Clause 53		
24. - If required by Charterers/Shippers/Receivers at any time, the Master is to give free use of the ship's cranes, derricks, winches and gear, also power to drive same, runners, ropes and slings as on board and crane drivers/winchmen from the crew. If shore regulations do not permit the crew to work cranes or winches then shore-labour to be employed for the account of party ordering same. Any time lost by reason of breakdown of cranes, winches, derricks, power, lights or other required ships equipment to be deducted from laytime pro rata to number of hatches affected. Any extra discharging expenses incurred owing to such breakdown or breakdowns to be for ship's account.	179 180 181 182 183	
OPENING HATCHES ETC (DISCHARGING) - See Clause 54		
25. - At the discharging port or ports, the ship is to open hatches and close hatches at ship's time, risk and expense.	184	
OVERTIME (DISCHARGING) - See Clause 55		
26. - Overtime at the discharging port or ports to be for account of party ordering it. If overtime is ordered by Port Controller or Elevator Authority, same to be for Receivers' account. Officers' and crew's overtime, however, always to be for ship's account.	185 186	

SUPERVISING CARGO		
27. - The Charterers/Shippers/Receivers or their Agents shall have the right of being on board the Vessel whilst at loading port and/or discharging port for the purpose of inspecting the cargo, checking the weights, and supervising their interests.		187 188
BUNKERING		
28. - Before loading the vessel shall have the right of proceeding to and bunkering at any usual bunkering port in Australia and/or of bunkering at the loading port. After loading the Vessel shall have liberty as part of the contract voyage to bunker at the loading port and/or proceed to any port or ports at which bunker oil is available for the purposes of bunkering at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading or discharge named in this Charter and may there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of fuel tanks and deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage. See Clause 66	189 190 191 192 193	
OIL POLLUTION		
29. - The Owner agrees to indemnify the Charterers, his Agents, or any other party against any liability which may be imposed on them or which they may incur under any Statute regarding liability for pollution of navigable waters by oil, by reason of any contravention of such statute by the ship, the Master or any servant or agent of the Owners provided that such contravention shall not have been caused or contributed to by the party seeking to be indemnified under this Charter and provided that the facts and matters giving rise to the contravention do not constitute a defence under Article 3 Section 2 of the International Convention on Civil Liability for Oil Pollution Damage 1969. The Owners total aggregate liability in respect of any oil pollution incident shall under no circumstances exceed U.S. Dollars 300,000,000 5,000,000 and the extent of the indemnity under this clause shall be limited to the difference between any cost and expenses incurred directly by the Owners and	194 195 196 197 198 199	
U.S. Dollars 300,000,000 5,000,000. The Owner warrants that the ship is entered in a P. and I. Association with cover for liabilities arising out of any contravention as aforesaid.		200 201
No liability for demurrage shall arise from any delay or loss of time to the Vessel at the port of loading and/or discharge caused by any such contravention nor shall any time lost by any such contravention count when calculating despatch.		202 203
EXCEPTIONS, ETC.		
30. - The provisions of Sections 5 and 8 of the Australian Sea-Carriage of Goods Act 1924, and of Articles III (except Clause 8 thereof) IV, VIII and IX of the Schedule thereto shall apply to this Charterparty and shall be deemed to be inserted in extenso herein. This Charterparty shall be deemed to be a contract for the carriage of goods by sea to which the said Sections and the said Articles apply, and no regard shall be had to Article I of the said Schedule. Nothing in this clause shall be deemed to prejudice or limit Clauses, 6,16,19, 28, 33, (nos. 1 and 2), 34, 36, 37, 38. <i>If the cargo is the property of the Charterers, the Owners shall have the same responsibility as they would have under this clause had the cargo been the property of a third party and carried under Bills of Lading incorporating the Hague Rules.</i>	204 205 206 207	
LIBERTIES		
31. - The Vessel shall also have liberty to sail without pilots, to call at any port or ports on the way for fuel, supplies, or any reasonable purpose, to tow and be towed, and to assist vessels in distress, all as part of the contract voyage.		208 209
WAR (PROHIBITION OF EXPORT)		
32. - If the nation under whose flag the Vessel sails shall be at war whereby the free navigation of the Vessel is endangered, or in case of blockade of, or prohibition of export from the loading port, this Charter shall be null and void at the last outward port of delivery or at any subsequent period when the difficulty may arise, previous to cargo being shipped.		210 211 212
WAR RISK CLAUSE		
33. - (1) No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, the Owner shall discharge the cargo at any other port covered by this Charterparty as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the ship had discharged at the port or ports of discharge to which she was originally ordered.		213 214 215 216 217
(2) The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the Vessel sails or any department thereof, or by any other Government or any Department thereof, or any person acting or purporting to act with the authority of such Government or of any department thereof, or by any Committee or person having, under the terms of the War Risks Insurance on the ship, the right to give such orders or directions and if by reason of an in compliance with any such orders or directions any thing is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfilment of the contract		218 219 220 221 222
voyage and the freight shall be payable accordingly.		223
SUB-LETTING		
34. - The Charterers shall have the right of sub-letting the whole or part of the Vessel, but shall remain responsible for the due fulfilment of this Charterparty.		224
CESSER-CLAUSE		
35. - The Charterers' liability under this Charter shall cease, except as regards Clause 2 (viz. safe trim between ports of discharge, etc.) 6 (viz. payment of freight - deadfreight and demurrage in _____), when the cargo is shipped (provided it is worth the freight, deadfreight and demurrage, upon arrival at port of discharge), the Shipowners or their Agent having an absolute lien on the cargo for freight, deadfreight, demurrage, damages for detention at port or ports of discharge.		225 226 227 228
GENERAL AVERAGE AND NEW JASON CLAUSE		
36. - General average, if any, shall be adjusted and settled according to the York-Antwerp Rules, 1974, as amended 1990 in London, but where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:-		229 230
NEW JASON CLAUSE		
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.		231 232 233 234
If a salvaging ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salvaging ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery.		235 236 237
BOTH TO BLAME COLLISION CLAUSE		
37. - If the liability for any collision in which the vessel is involved while performing this Charterparty, falls to be determined in accordance with the laws of the United States of America, the following clause shall apply:-		238 239

BOTH TO BLAME COLLISION CLAUSE

If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the Owners of the goods carried hereunder will indemnify the carrier against all loss of liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the Owners of the said goods, paid or payable by the other or non-carrying ship or her owners to the Owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying ship or carrier.

The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.

COMMISSION

38. - - percent commission upon the freight and deadfreight (if any) and demurrage (if any) is due by the Shipowner to the Charterers, on the completion of loading (at the last loading port, if more than one) and shall be deducted from the *initial* freight payable under this Charter. The commission shall be paid upon the estimated gross freight, any difference being adjusted with the Charterers when the actual freight and dead freight (if any) and demurrage (if any) are ascertained. If the Vessel is

lost on passage between loading ports, then in lieu of the foregoing, percent commission upon the freight on the net Bill of Lading weight of the cargo already shipped shall be paid by the Shipowners to the Charterers on the basis aforesaid.

BROKERAGE

39. - percent brokerage on freight, deadfreight (if any) and demurrage (if any), is due upon shipment of cargo to and may be deducted from payment of freight, is payable by Owners.

ARBITRATION - in London - see Clause 72

40. - Any dispute arising under this Charter or any Bill of Lading issued hereunder about events, happening in Australia shall, unless the parties agree forthwith upon a single Arbitrator, be settled by Arbitration at the capital city of the Australian State in which the Vessel loads, each party appointing an Arbitrator and the two Arbitrators in the event of disagreement appointing an Umpire whose decision shall be final and binding upon both parties hereto. For the purpose of enforcing any award this agreement may be made a Rule of Court.

- Any dispute arising under this Charter, other than provided for in the preceding clause, shall be settled in accordance with the provisions of the Arbitration Act 1950 and 1974 and 1979 and subsequent Acts in London, each party appointing an Arbitrator, and the two Arbitrators in the event of disagreement appointing an Umpire whose decision shall be final and binding upon both parties hereto.

- The Arbitrators and Umpire shall be commercial men normally engaged in the Shipping Industry.
Any Claim must be made in writing and claimant's Arbitrator appointed within six months of the Vessel's arrival at final port of discharge, otherwise claims shall be deemed to be waived.

PENALTY

41. - The penalty for non-performance of this agreement shall be proved damages not exceeding the estimated amount of freight.

DUES AND TAXES - See Clause 44 (b)

42. - At both loading and discharging port(s) dues and/or taxes on vessel and/or freight including Australian Freight Tax, if any, as well as normal port charges to be for Owners' account. Dues and/or taxes on cargo, if any, to be for Shippers' account at loading port(s) and for Receivers' account at discharge.

INSURANCE - see Clause 58

43. - Extra insurance, if any, on the Vessel and/or cargo on account of the Vessel's age, flag, classification or ownership to be for Owner's account.

Clause 44 to 99 both inclusive, as attached are deemed to be incorporated in and to form part of this Charter Party.

BILL OF LADING

BILL OF LADING No

Shipped at in apparent good order and condition by

Shipper's weight - Weight shipped unknown in and upon the good Motorship called the

and bound
for

direct or via other ports as per charter party
dated 19
with liberty to sail without pilots, to call at any port or ports on the way, for fuel, supplies, or any reasonable purpose, to tow and be towed, and to assist vessels in distress,
all as part of the contract voyage.

a cargo of Barley in bulk
of

being the Shipper's weight, weight shipped unknown, to be delivered in the like apparent good order and condition at the aforesaid port of

onto
or Assigns, be or they paying Freight for the same as per the abovementioned charter party, all the terms, conditions, clauses and exceptions in which charter party are herewith incorporated.

The Bill of Lading is to have effect subject to the provisions of the Rules contained in the Schedule to the Australian Sea-Carriage of Goods Act, 1924, as applied by that Act. The Shippers are to be entitled to the benefit of the privileges, rights and immunities conferred upon the Shipper, and the Shipowners are to be entitled to the benefit of the privileges, rights and immunities conferred upon the Carrier, by such Act, and the Schedule thereto, as if the same were herein specifically set out, the unit under Articles IV (s) being the ton.

FREIGHT

General Average (if any) shall be settled according the York/Antwerp Rules, 1974.

IN WITNESS whereof the Master or Agent of the said Ship hath signed Bill of Lading all of this tenor date, any one of which being accomplished the others shall be void.

WEIGHT SHIPPED, QUALITY AND CONTENTS UNKNOWN.

Dated at this day of 19

Master

ADDITIONAL CLAUSES

Clause 44

a) The Master and crew to collaborate in all quay/pier movements necessary to accommodate shore discharging equipment in the respective holds/spaces. Warping, if required to facilitate discharging operations to be for Owners' account. Laytime used in warping to count.

b) At loading port(s) dues and/or taxes on the vessel and/or freight and/or flag including Australian Freight Tax, and/or fuel excise, if any, as well as normal port charges to be for Owners' account. Dues and/or taxes on cargo, if any, to be for Shippers' account at loading port(s).

At discharging port, any taxes and/or dues on cargo to be for Charterers'/ Receivers' account and any dues and/or taxes on vessel and/or freight and/or flag to be for Owners' account.

Vessel's normal and customary port charges at load and discharge port(s) to be for Owners' account irrespective of method of calculation.

c) Owners' option to bunker provided this operation does not interfere with loading and discharging.

d) Time sheets or Statements of Facts at loading port and at discharging port to be signed by the Agents of the ship, if possible by the Master, and/or by the Charterers' Representative. Any vouchers for deadfreight to be supported by the Surveyor's report and approved by the Charterers' Representative, the Master or the Agent of the ship. Any deadfreight has to be claimed before vessel's sailing from loading port.

e) A sailing telex is to be sent by the Master to Charterers (telex-Germany 219560 ACT D) on vessel leaving (last) loading port, giving ship's name, call letters, sailing date and port, exact quantity of cargo loaded and ETA discharge port unless earlier declared together with routing. (Understand routing to be declared within 5 days after sailing from load port).

f) The Owners guarantee that the vessel has not called at a Cuban port within the last six months.

Clause 45 - Vessel's Description: (all details about)

.....

Clause 46

Master to radio Charterers and Charterers' nominated Agents 72 and 24 hours notice of vessel's estimated time of arrival at (first) discharging port. Charterers and their nominated Agents are to be kept continuously advised by radio/telegram/telex of any alterations in such estimated time of arrival. Charterers to declare (first) discharging port. (Charterers' nominated Agents - to be advised)

(If applicable) Orders for the second discharge port, if any, unless given earlier shall be given not later than on arrival at the first discharge port.

Clause 47

The vessel to be guaranteed suitable for discharge and not fitted with car decks (See Clause 51) or any other obstacles in main holds hindering grab discharge. Cargo to be loaded in clear, clean unobstructed main holds only. No cargo to be loaded in wing-tanks, deep-tanks or any other inaccessible places. Spaces inaccessible to grabs always excepted. Holds to be unobstructed by centre line bulkheads.

Clause 48 - Deleted

Clause 49 - Deleted

Clause 50

Provided the cargo is of one grade, with one Shipper and with one Receiver, Owners/Master to authorize Charterers' agents to spilt Bills of Lading into delivery orders, provided a full set of original Bills of Lading is presented to Owners prior to splitting and provided orders are to be released with prior approval of the Owners.

In case original Bills of Lading are not available at discharge port, Owners/Master to allow discharge against Charterers' single LOI without bank endorsement as per Owners' P&I Club form or against Receivers' bank guarantee, same to be provided minimum 1 working day prior to vessel's ETA.

Clause 51

It is understood that if this vessel is fitted with special fittings not connected with the carriage of grain in bulk, any extra expenses incurred discharging as a result of the presence of such special fittings are to be for Owners' account. Time so lost shall not count as laytime or time on demurrage.

Clause 52 - Shifting Between Loading/Discharging Berths/Places

Shifting from first berth/anchorage to second berth/anchorage at each port to be for Owners' account/time. Any additional shifting to be for Charterers' time and account.

Shifting from a waiting anchorage to loading berth to be considered part of the normal sea voyage and as such always to be for Owners' account/time even if vessel on demurrage.

Vessel to be left in safe seaworthy trim to Master's satisfaction for shifting between load/discharging ports/berths/anchorages.

Clause 53 - Gear and Lights at Discharge

If required, Master to give free use of vessel's lighting as on board for night work.

Clause 54 - Opening/Closing Hatches

At discharging port(s), cost of first opening and last closing of hatches and removal and replacing of beams, if any, shall be for Owners' account. Cost of all other opening and closing of hatches, removal and replacing of beams shall be for Charterers'/ Receivers' account, provided shore regulations permit crew to perform the work.

Clause 55 - Overtime at Discharge

Overtime at the discharging port to be for account of the party ordering. If overtime is ordered by port controller or elevator authority, same to be for Receivers' account. Officers' and Crews' overtime, however, always to be for Ship's account.

Clause 56 - Deleted

Clause 57 - Freight Payment

95% freight to be paid within 3 banking days after signing and releasing Bills of Lading marked "freight payable as per charter party". In case required, Bills of Lading to be marked 'freight prepaid', in which case, same to be signing/releasing upon Owners' receipt of Charterers' confirmation that 95% freight has been irrevocably remitted. Balance of 5% freight to be settled together demurrage/despatch at load/discharge port if any, within 20 days after presentation of faxed copy duly signed of Statement of Facts and NOR. Owners' bank details as follows:

.....

Clause 58 - Extra Insurance on Cargo

Any extra insurance on cargo due to vessel's age/class/flag/ownership to be for Charterers' account provided performing vessel is maximum 15 years of age.

If performing vessel is over 15 years of age, up to max 20 years of age, then any extra insurance as above to be for Owners' account and to be deducted from initial freight payment. Owners to be provided with copy of original vouchers and such extra insurance not to exceed that which can be reasonably obtained in the London market.

Clause 59 - Deleted**Clause 60 - Asian Gypsy Moth**

Owners herewith confirm that the performing vessel has not called at any Asian Gypsy Moth infected ports in the last one year and that there is no danger of the vessel being rejected entry and/or being delayed by the Australian authorities/quarantine inspection service. However if vessel has called ports as aforementioned, vessel is to present certification from the state plant quarantine service of the relevant countries stating that the vessel is free of Asian Gypsy Moth. In case certification is not provided and/or vessel is rejected by Australian authorities, then Charterers have the option to either cancel the charter party or to instruct the vessel to clean and re-present with all time/expenses until the vessel is accepted being for the Owners' account.

Clause 61

Charterers shall have the liberty to load or discharge during the excepted periods.

Clause 62

Owners warrant that vessel is able to safely sail between loading and discharging berths/anchorages/ports with empty and/or slack holds as per vessel's approved Grain loading Booklet, without requiring any bagging/strapping and securing. Vessel always to be left in seaworthy trim to Master's satisfaction.

Clause 63 - Deleted**Clause 64**

At load/discharge ports any boycott imposed by reason of vessel's flag/ex flag and/or class and or ownership/ex ownership to be for Owners' time, risk and expense.

Clause 65

It is understood that Owners/Master cannot call for a quantity of cargo in excess of that permitted under Charter Party terms nor in excess of the authority that vessel is able to lift in compliance with any loading draft restriction and/or any other Charter Party limitations.

Clause 66 - Deleted

Clause 67

Owners warrant that vessel is in all respects eligible for trading to the ports, places and/or countries specified in this Charter Party and that at all necessary times vessel and/or Owners shall have the valid certificates, records and other documents required for such trade.

Clause 68

No bareboat charters to be involved.

Clause 69

Owners warrant that vessel is entered and will remain fully covered for the duration of this Charter Party for both Head Owners' and Disponent Owners' responsibilities/ liabilities by first class P and I Club(s) and first class H and M insurer. Owners further warrant that all vessel's certificates required by National/ International law are valid and will remain valid for the duration of the Charter Party.

Clause 70

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.

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.

Clause 71

Owners to give notice on sailing advising vessels expected time of arrival at loading port followed by 7/5/3/2/1 days notice to Charterers. Owners to advise Charterers of any changes in vessel's position.

Clause 72 - Arbitration Clause

The parties shall endeavor to resolve any disputes amicably.
Should this not be successful the following shall apply.

This contract is governed by English law and all disputes arising under or in connection with it shall be referred to arbitration in London. Arbitration shall be conducted in accordance with one of the following London Maritime Arbitrators Association (LMAA) procedures applicable at the date of the commencement of the arbitration proceedings:-

The Arbitrator(s) appointed shall be members of the LMAA carrying on business in London.

i) Where the total amount claimed by either party is less than US\$50,000 excluding interest, the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure.

ii) Where the total amount claimed by the Claimants is more than US\$50,000 but less than US\$400,000, excluding interest, the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure.

(iii) In any case where the LMAA procedures referred to above do not apply, the reference shall, unless the parties agree forthwith on a sole arbitrator, be referred to the final Arbitrament of two Arbitrators of the LMAA, one to be appointed by each of the parties, with power to such Arbitrators to appoint a third Arbitrator.

No award shall be questioned or invalidated on the grounds that any of the Arbitrators is not qualified as above, unless objections to his acting be taken within 28 days of the appointment.

Any Charter Party dispute must be made in writing and the arbitrator appointed within 12 (twelve) months after the final discharge of the appropriate cargo under this Charter Party and where this provision is not complied with the dispute shall be extinguished and cease to exist.

In the event that one party appoints its arbitrator less than 14 days prior to the expiry of any applicable time limit for commencing proceedings under the charter-party (and under any bills of lading which incorporate the terms of the charter-party), then without further notice the said time limit is automatically extended by a further 14 clear days from the date of the first appointment for the purposes of any counterclaims by the other party.

The Parties agree that in the event of concurrent or chain arbitrations involving other company/ies in the same or similar claim, any documents disclosed by either party may in turn be disclosed to the other company/ies involved in the concurrent or chain arbitrations.

Claims

Charterers shall be discharged and released from all liability in respect of any claim or claims which Owners may have under this Charter Party and such claim shall be totally extinguished, unless such claims have been notified in detail to Charterers in writing accompanied by all available supporting documents (whether relating to liability or quantum or both) within 12 (twelve) months of completion of discharge of the appropriate cargo under this Charter Party.

Clause 73

Owners/Managers guarantee that this vessel and/or any other under their Ownership/Management have not previously been entered with the Ocean Marine Mutual (OMM) P & I Club and/or that Owners have no outstanding obligations to this club, including but not limited to any supplementary calls.

Clause 74 - Deleted

Clause 75

For the duration of this Charter Party, Owners warrant that this vessel is not under the flag of, or under the effective control of the Federal Republic of Yugoslavia (Serbia and Montenegro). 'Effective control' means any vessel regardless of flag or registry with a citizen of the Federal Republic of Yugoslavia serving in the capacity of Master or Chief Officer or Chief Engineer, or any vessel that is owned/operated (to include Managing Owners and Operators) or under any charter to Federal Republic of Yugoslavia entities.

Clause 76 - Deleted

Clause 77

Vessel must comply with all rules and regulations of discharging port(s) in terms of carriage and discharge of this cargo.

Clause 78

Officers and crew to comply with vaccination and sanitary regulations in all ports of call. If vessel is placed under quarantine by Health Authorities time not to count until such quarantine is lifted.

Clause 79 - Deleted

Clause 80 - Deleted**Clause 81**

All negotiations and any eventual fixture to be kept strictly private and confidential.

Clause 82 - Fumigation Clause

Owners confirm and warrant that the vessel and her appliances are fitted and/or suitable in all respects as per international and Australian requirements for fumigation on board and/or enroute. After completion of loading, Charterers have the right to fumigate the cargo at Charterers' account. Owners to grant 12 hours as free time for fumigation at loading or discharging port if required. Fumigation costs including reasonable crew meals, transportation and accommodation onshore to be for Charterers' account if the crew is required by the fumigation officers and/or port authority to leave the vessel during fumigation. If requested by Charterers and/or recommended by fumigant company, Master is allowed at his discretion and weather permitting to open hatches during sea passage and dispel fumigant prior to arrival at the first or sole discharge port.

Clause 83 - Mammalian Meat and Bone Meal Clause

Owners guarantee that vessel has not carried Mammalian Meat/Bone Meal, and Fish Meal in the previous twelve (12) months. Owners to provide sufficient documentary evidence, as proof, if required by Charterers/Receivers.

Clause 84

If the vessel is unable to discharge at the nominated/fixed discharging port(s) due to national and/or local restrictions connected with the prevention of animal disease(s), Charterers/Receivers to have the option to nominate an alternative discharging port within contractual range. Actual extra costs to be for Charterers' account.

Clause 85 - Certificate/Insurance

Owners warrant that the vessel is fully covered for P+I risks and entered with TBA (P+I Club) together with full insurance cover for Hull and Machinery risks for a value US\$TBA.

If required for trading purposes, Owners/Master hereby agree to co-operate with Charterers in immediately upon request issuing/arranging certificates required by Charterers and/or provide copies of Certificates (P+I / H&M / ISM). Charterers undertake to give as much notice as possible to Owners of any documentary requirements.

Clause 86

Owners herewith confirm that the vessel has not called at CIS Pacific ports ranging from Poyset to Olgo Bay, including Vladivostock, Nakhodka and Vostochniy during the months of July through September and that there is no danger of the vessel being rejected entry and/or being delayed by the Australian authorities. However if vessel has called CIS Pacific ports as aforementioned, vessel is to present certification from the State Plant Quarantine Service of Russia stating that the vessel is free of Asian Gypsy Moth. In case certification is not provided and/or vessel is rejected by Australian authorities, then Charterers have the option to either cancel the Charter Party or to instruct the vessel to clean and re-present with all time/expenses until the vessel is accepted being for the Owners' account.

Clause 87

At the first or sole loading port and before loading is commenced the vessel shall pass the customary survey of a recognised Marine Surveyor appointed by the Charterers or Shippers, and of an Australian

Department of Agriculture, Fisheries and Forestry Australia inspector pursuant to the Export (Grain) Regulations.

Clause 88

Owners guarantee vessel is fully fitted and maintained in accordance with applicable Australian Law and Regulations and the law, regulations and requirements of its country of Registry and Classification which may be in force and applying to such vessels for the duration of this Charter party, same to include but not be limited to full compliance with International Safety Management (ISM) requirements under SOLAS, suitable holds ladders and compliance with all requirements for the carriage of bulk grain without bagging, strapping or securing.

Clause 89 - Laycan

Cargo 1:

Cargo 2:

Clause 90 - Deleted

Clause 91 - Deleted

Clause 92 - Deleted

Clause 93 - Freight

Cargo (1)

Load : 1/2 safe berths/anchorages 1 safe port Wallaroo completing 1/2 safe berths / anchorages 1safe port Port Giles /

discharge:

1/2sba 1sp Fangcheng + 1/2sba 1sp Nantong - US\$

XX.XX pmt FIOST 2/2

1/2sba 1sp Rizhao + 1/2sba 1sp Longkou - US\$

XX.XX pmt FIOST 2/2

1/2sba 1sp Huangpu + 1/2sba 1sp Ningbo - US\$

XX.XX pmt FIOST 2/2

1/2sba 1sp Huangpu + 1/2sba 1sp Ningbo - US\$

XX.XX pmt FIOST 2/2

1/2sba 1sp Huangpu + 1/2sba 1sp Qingdao - US\$

XX.XX pmt FIOST 2/2

1/2sba 1sp Huangpu + 1/2sba 1sp Qinhuangdao - US\$

XX.XX pmt FIOST 2/2

1/2sba 1sp Dalian - US\$

XX.XX pmt FIOST 2/1

1/2sba 1sp Dalian + 1/2sba 1sp Jiangyin - US\$

XX.XX pmt FIOST 2/2

Cargo (2)

Load : 1/2 safe berths / anchorages 1 safe port Wallaroo completing 1/2safe berths / anchorages 1 safe port Port Lincoln /

discharge:

1/2sba 1sp Huangpu + 1/2sba 1sp Ningbo - US\$

XX.XX pmt FIOST 2/2

1/2sba 1sp Huangpu + 1/2sba 1sp Qingdao - US\$
XX.XX pmt FIOST 2/2
1/2sba 1sp Huangpu + 1/2sba 1sp Nantong - US\$
XX.XX pmt FIOST 2/2
1/2sba 1sp Qingdao + 1/2sba 1sp Qinhuangdao - US\$
XX.XX pmt FIOST 2/2
1/2sba 1sp Huangpu + 1/2sba 1sp Ningbo + 1/2sba 1sp Qingdao - US\$
XX.XX pmt FIOST 2/3
1/2sba 1sp Huangpu + 1/2sba 1sp Ningbo + 1/2sba 1sp Nantong - US\$
XX.XX pmt FIOST 2/3
1/2sba 1sp Huangpu + 1/2sba 1sp Ningbo + 1/2sba 1sp Qinhuangdao - US\$
XX.XX pmt FIOST 2/3
1/2sba 1sp Huangpu + 1/2sba 1sp Qingdao + 1/2sba 1sp Qinhuangdao - US\$
XX.XX pmt FIOST 2/3
1/2sba 1sp Huangpu + 1/2sba 1sp Nantong + 1/2sba 1sp Qinhuangdao - US\$
XX.XX pmt FIOST 2/3

Charterers agree the same warranty re vessel draft.

Clause 94 - Deleted

Clause 95 - Deleted

Clause 96

Owners/Master and Charterers warrant that they will comply with all applicable laws, rules, regulations, decrees and/or official government orders regarding anti-bribery and anti-money laundering, including the ones of their own jurisdiction and of the countries from and to which the cargo is shipped under this charter, and any jurisdiction through or to which funds are transmitted in performance of either party's obligations under this charter.

Clause 97 - Deleted

Clause 98 - ISPS Clause for Voyage Charter Parties

(a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).

(ii) Upon request the owners shall provide a copy of the relevant international ship security certificate (or the interim international ship security certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO) and the Ship Security Officer (SSO).

(iii) Except as otherwise provided in this Charter Party, loss, damage, expense or delay, excluding consequential loss, caused by failure on the part of the Owners or "The Company" to comply with the requirements of the ISPS code or this clause shall be for the Owners' account.

(b) Owner to specify any information required from Charterers in order to comply with ISPS at time vessel tenders pre-advice notice for this cargo. The Charterers shall provide the CSO and the SSO/Master with their full style contact details and any other information the owners require to comply with the ISPS code.

(c) Notwithstanding anything to the contrary provided in this Charter Party, any additional costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the

port facility or any relevant authority in accordance with the ISPS code including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Owners' account. All measures required by the Owners to comply with the ship security plan shall be for the owners' account.

(d) Notwithstanding anything to the contrary provided in this Charter Party, the vessel shall be entitled to tender notice of readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS code. Any time lost for inspections and delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS code shall not count as laytime or time on demurrage.

Clause 99

If Owners' nominated vessel is in ballast to load port Charterers have the option to request Owners to divert the vessel depending on routeing to an anchorage at Fremantle or Brisbane or other convenient port for a provisional non binding hold survey for which maximum 12 hours SHINC is to be on Owners' account. Deviation costs and survey costs to be for Charterers' account and same to be paid together with final settlement. Copy of survey results to be shared with Owners.