

ANVOY CHARTER PARTY

(Adapted from "SYNACOMEX 90")

Revised June 2000

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| Date | | 1 |
| Place | Geneva | 2 |
| Owners | 1. It is this day agreed between, | 3 |
| Vessel | Owners of the M.V. | 4 |
| | of tons gross / tons nett | 5 |
| | about metric tons deadweight, | 6 |
| Classification | classed highest with | 7 |
| | and which Owners warrant corresponds strictly with her description, as detailed in Appendix "A" | 8 |
| | (Description Clause) and Appendix "B" (Questionnaire and General Conditions), | 9 |
| Present position | now | 10 |
| | and expected ready to load on or about | 11 |
| Charterers | and , | 12 |
| | as Charterers. | 13 |
| Loading port(s) | 2. That the said vessel being tight, staunch and in every way fit for the voyage, shall with all convenient speed proceed to: | 14 |
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| | which in case of named port(s) Owners acknowledge as safe and suitable for this vessel and there load | 20 |
| | a) always afloat | 21 |
| | b) always afloat or safely aground | 22 |
| | in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Shippers may direct a full and | 23 |
| | complete cargo of | 24 |
| Cargo/quantity | metric tons (..... % more or less in Owners' option) | 25 |
| | of in bulk/ bags. | 26 |
| | Shippers have the option of using a second safe berth. The time for shifting between the two berths shall | 27 |
| | count as laytime, but shifting expenses shall be for vessel's account. Owners shall provide and install at | 28 |
| | their risk and expense and on their time all that is required for safe stowage of the cargo according to local | 29 |
| | and international regulations. | 30 |
| | The cargo shall not exceed what the vessel can reasonably stow and carry over and above her bunkers, | 31 |
| | apparel, stores, provisions and accommodation. The whole cargo shall be carried and stowed under deck. | 32 |
| | All cargo on board to be delivered. | 33 |
| | Cargo to be stowed in unobstructed main holds / hatches only and Owners guarantee vessel can load the | 34 |
| | contractual quantity(-ties) without requiring any bagging / strapping or otherwise securing. | 35 |
| | If loading bagged cargo, the number of bags signed for on Bills of Lading to be binding on vessel and | 36 |
| | Owners, unless error or fraud be proved. | 37 |
| Discharging port(s) | 3. Being so loaded, the vessel shall proceed with all convenient speed direct to : | 38 |
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| | which in case of named port(s) Owners acknowledge as safe and suitable for this vessel, and there | 43 |
| | discharge the cargo | 44 |
| | a) always afloat | 45 |
| | b) always afloat or safely aground | 46 |
| | in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Receivers may direct. | 47 |
| | Receivers have the option of using a second safe berth. The time for shifting between the two berths shall | 48 |
| | count as laytime, but shifting expenses shall be for vessel's account. | 49 |
| Freight | 4. The freight agreed under this Charterparty shall be : | 50 |
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| | per ton of 1.000 kilos on nett Bill of Lading weight. The full freight is deemed earned upon the safe arrival of | 55 |
| | the vessel and cargo at the contractual destination. Any advance of freight to Owners made in order to | 56 |
| | obtain "Freight Prepaid" Bill(s) of Lading is not recoverable from the Shipowners, if vessel and / or cargo is | 57 |
| | lost by reason or as a consequence of any of the excepted perils as listed in Article IV, Paragraph 2, of the | 58 |
| | Hague-Visby Rules. | 59 |
| Payment of freight | The freight shall be paid to : | 60 |
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| Release of Bill(s) of Lading | as follows: 95% of the freight, less commissions and estimated despatch at load, is to be paid within three banking days of signing clean on board Bill(s) of Lading marked "FREIGHT PREPAID". Bill(s) of Lading to be released immediately upon receipt by Owners of a telex or fax advice from Charterers' bank confirming that 95% freight has been remitted to Owners' account. The balance of the freight is payable after completion of discharge and presentation of final freight account including demurrage and despatch calculations supported by copies of the Notice of Readiness and Statement of Facts. | 67 68 69 70 71 72 73 |
| Taxes, dues | Taxes, dues at loading: See Rider Clause 33. Taxes, dues at discharge: See Rider Clause 43. | 74 75 |
| Loading and discharging Charterers' representative Overtime | 5. Loading terms: See Rider Clause 35. Discharging terms: See Rider Clause 45. Shippers' and/or Receivers' 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 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. | 76 77 78 79 80 81 82 |
| Opening / closing of hatches Laydays | All openings and closings of hatches are to be carried out by vessel's crew at Owners' time and expense, provided same is permitted by port authorities and local regulations. | 83 84 |
| Cancelling | 6. At port of loading laytime shall not count before 08.00 hours on the and in any case not before the date notified by the 10 days notice as per Rider Clause No. 34. Should the vessel fail to tender a valid notice of readiness as per Rider Clause No 36 before 09.00 hours on the Charterers shall have the option of cancelling this charter at any time thereafter, but not later than 12 hours after the notice is validly tendered. | 85 86 87 88 89 |
| Pre-arrival notices | 7. Pre-arrival notices loading: See Rider Clause 34. Pre-arrival notices discharging: See Rider Clause 44. | 90 91 |
| Laytime | 8. Laytime at loading: See Rider Clause 36/37. Laytime at discharge: See Rider Clause 46/47. In case any deadfreight has been paid, the laytime shall be calculated on the actual cargo quantity on board plus the equivalent cargo quantity on the basis of which deadfreight has been paid. | 92 93 94 95 |
| Demurrage | 9. Demurrage is payable by Charterers at the rate of per day of 24 consecutive hours or pro rata. | 96 97 |
| Despatch | Owners shall pay to Charterers despatch money for laytime saved in loading/discharging at the rate of per day of 24 consecutive hours or pro rata. | 98 99 |
| Seaworthy trim | 10. 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 Charterers' expense at loading and at Charterers'/Receivers' expense at discharging ports, and time used for placing vessel in seaworthy trim shall count as laytime or time on demurrage. | 100 101 102 103 |
| Fumigation | 11. Owners confirm that the vessel is suitable for fumigation of cargo on board in port(s) and/or place(s) enroute and/or in transit. Charterers have the liberty to fumigate the cargo on board provided same is done in accordance with I.M.O. Recommendations on the Safe Use of Pesticides in Ships, and where required with the agreement of the Port State Administration concerned. Charterers undertake to pay Owners all necessary expenses incurred as a result of such fumigation and time used thereby shall count as laytime or time on demurrage. Any extra expenses incurred or time lost due to vessel being not suitable for fumigation of cargo on board to be for Owners' account. 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. | 104 105 106 107 108 109 110 111 112 |
| Lights and gear | 12. Whenever required, vessel shall supply free use of lights as on board but sufficient to carry on night work. Provided described as geared, vessel shall have valid cargo gear / winch certificates on board and, whenever required, shall supply free use of such cargo handling gear, in good working order, with the necessary motive power, and of runners, ropes and slings as on board. Shore hands shall be used to drive the gear, at Shippers'/Charterers'/Receivers' account, but always under Master's supervision. 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. | 113 114 115 116 117 118 119 120 |

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| Agencies | 13. At loading port the vessel shall be consigned to the agents nominated by Charterers and Owners to appoint them, paying customary fees. | 121 122 |
| | At discharging port the vessel shall be consigned to the agents nominated by Charterers and Owners to appoint them, paying customary fees. | 123 124 |
| | Owners to put agents in funds timely, failing which Owners to be responsible for any delay arising therefrom. | 125 126 |
| Extra insurance | 14. Owners to contribute with a lumpsum of US\$ to extra insurance premium on account of vessel's age / flag / class which Owners authorise Charterers to deduct from the initial freight payment. | 127 128 129 |
| Brokerage | 15. A brokerage of per cent on the gross amount of freight, deadfreight and demurrage earned, is due to: | 130 131 |
| Address Commission | 16. An address commission of per cent on the gross amount of freight, deadfreight and demurrage earned is due to Charterers and is deductible from freight, deadfreight and demurrage. | 132 133 |
| Law and Arbitration | 17. This contract shall be subject to English law. Any dispute arising out of the present contract shall be referred to the exclusive jurisdiction of the High Court of Justice in London, to which each party hereby irrevocably agrees to submit, unless the amount in dispute does not exceed US\$ 35,000.00, or unless the parties mutually agree in writing to refer the dispute (or any part thereof) to arbitration, in which cases such dispute shall be referred to the final arbitrament of two Arbitrators carrying on business in London who shall be engaged in the Shipping and/or Grain Trades, one to be appointed by each of the parties, with power to such Arbitrators to appoint a third Arbitrator in case of disagreement between them. Their decision, or that of any two of them, shall be final and for the purpose of enforcing any award, this agreement may be made a rule of the Court. The appointment of an Arbitrator by one party shall be notified in writing to the other party who must nominate his Arbitrator within seven clear days after such notification, failing which the Arbitrator already nominated shall act as sole Arbitrator and his award shall be final and binding on both parties, as if he had been appointed by consent. The right of both parties to refer any disputes to the High Court or where applicable to arbitration shall cease unless a writ has been issued, or an arbitration agreement has been made and an arbitrator appointed within twelve months after the date of completion of discharge or, in case of cancellation or non-performance, twelve months after the cancelling date as per Clause 6 or after the actual date of cancellation whichever is the later. Where this provision is not complied with, the claim shall be deemed to be waived and absolutely barred. | 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 |
| Bills of Lading | 18. The Master is to sign Bills of Lading as presented, but always in strict conformity with Mate's Receipts, without prejudice to the terms, conditions and exceptions of this Charterparty. Bills of Lading will show the name of the Carrier and will be signed either by the Master or by a named agent for or on behalf of the Master, in which case the said agent shall indicate his own name and the name of the Master, when signing the Bills of Lading. If the Master delegates the signing of Bills of Lading to an agent, he shall give him authority to do so in writing, copy of which is to be furnished to Charterers. If Bill(s) of Lading are issued showing a destination which differs from Charterers' declaration / orders of discharge port(s) in accordance with Clause 44, Owners shall authorise the amendment of the said Bill(s) of Lading in accordance with Charterers' declaration / orders or the issuance and exchange of a fresh set of Bill(s) of Lading against the old one. In case the original Bill(s) of Lading are not available for presentation at the discharge port(s), the Owners agree to discharge the cargo upon Charterer's request, but only against a Letter of Indemnity issued in the standard wording recommended by the International Group of P & I Clubs, signed or countersigned by Charterers. | 152 153 154 155 156 157 158 159 160 161 162 163 164 165 |
| Relet | 19. Charterers have the right to relet all or part of this Charterparty, they remaining responsible for its due fulfilment. | 166 167 |
| Deviation | 20. 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 Charterparty and the Owners shall not be liable for any loss or damage resulting therefrom. | 168 169 170 |
| Lien and cesser clause | 21. The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and general average contribution due to them under this Charterparty. Charterers' liability under this Charterparty is to cease on cargo being shipped except for payment of freight, deadfreight, and demurrage and except for all other matters provided for in this Charterparty where the Charterers' responsibility is specified. | 171 172 173 174 175 |
| Penalties | 22. Penalty for non-performance of this charter shall be limited to the proved damages caused to one of the parties. | 176 177 |

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| Responsibilities and immunities | 23. 1) 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 amended by the Protocol signed at Brussels on February 23rd, 1968 (the Visby Protocol) shall apply to this Contract and to any Bill of Lading issued hereunder. | 178 |
| | 2) 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. | 179 |
| | 3) Save to the extent otherwise in this Charterparty 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. | 180 |
| | 4) If any provision of this Charterparty or of any Bill of Lading issued pursuant to it shall be repugnant to or inconsistent with the Hague-Visby Rules as mentioned above, such provision shall be void to that extent, but no further. | 181 |
| General ice clause | 24. Port of Loading | 191 |
| | 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 Captain for fear of being frozen in is at liberty to leave without cargo, and this charter shall be null and void. | 192 |
| | b) If during the loading the Captain, 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 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. | 193 |
| | c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Captain 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 the charter null and void unless Charterers agree to load full cargo at the open port. | 194 |
| | d) This Ice Clause shall not apply in the Spring. | 195 |
| | Port of Discharge | 196 |
| | a) Should ice (except in the Spring) prevent vessel from reaching port of discharge, Receivers shall have the option of keeping the 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 Captain or Owners have given notice to Charterers of the impossibility of reaching port of destination. | 197 |
| | b) If during discharging the Captain 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. | 198 |
| | 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. | 199 |
| Amended Centrocon strike clause | 25. If the cargo cannot be loaded or if the vessel cannot proceed to the loading berth by reason or as a consequence of Riots, Civil Commotions or of a Strike or Lockout 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 Lockout on the Railways, or in the Docks, or other loading places, or if the cargo cannot be discharged or if the vessel cannot proceed to the discharging berth by reason or as a consequence 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 that a Strike or Lockout 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 Lockout. During the continuance of any of the aforementioned causes, time shall not count as laytime or time on demurrage, and 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. | 200 |
| Industrial disputes / Union actions, etc. | If berthing, loading, discharging is prevented or delayed by or as a consequence of any industrial dispute or union action arising from the terms and conditions of employment of the crew, any time lost by reason thereof shall not count during the continuation of such prevention or delay and the Owners shall reimburse Charterers/Shippers/Receivers for any proven damages and/or directly related expenses caused thereby. | 201 |
| General average and the New Jason Clause | 26. General average shall be adjusted in London according to the York/Antwerp Rules, 1974, as amended 1994, but where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply : | 202 |
| | "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 | 203 |

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| Both to Blame Collision clause | the consequence of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery". | 244 245 246 247 248 249 250 251 252 253 |
| War risks ("Voywar 1950") | <p>27. 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:</p> <p>"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 or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of the said 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."</p> <p>28. 1) In these Clauses "war risks" shall include any blockade or any action which is announced as a blockade by any Government or any belligerent or by any organised body, sabotage, piracy, and any actual or threatened war, hostilities, warlike operations, civil war, civil commotion, or revolution.</p> <p>2) If at any time before the vessel commences loading, it appears that performance of the contract will subject the vessel or her Master and crew or her cargo to war risks at any stage of the adventure, the Owners shall be entitled by letter of telegram despatched to the Charterers, to cancel this Charter.</p> <p>3) The Master shall not be required to load cargo or to continue loading or to proceed on or to sign Bill(s) of Lading for any adventure on which or any port at which it appears that the vessel, her Master and crew or her cargo will be subjected to war risks. In the event of the exercise by the Master of his right under this Clause after part or full cargo has been loaded, the Master shall be at liberty either to discharge such cargo at the loading port or to proceed therewith. In the latter case the vessel shall have liberty to carry other cargo for Owner's benefit and accordingly to proceed to and load or discharge such other cargo at any other port or ports whatsoever, backwards or forwards, although in a contrary direction to or out of or beyond the ordinary route. In the event of the Master electing to proceed with part cargo under this Clause freight shall in any case be payable on the quantity delivered.</p> <p>4) If at the time the Master elects to proceed with part or full cargo under item 3, or after the vessel has left the loading port, or the last of the loading ports, if more than one, it appears that further performance of the contract will subject the vessel, her Master and crew or her cargo, to war risks, the cargo shall be discharged, or if the discharge has been commenced shall be completed, at any safe port in vicinity of the port of discharge as may be ordered by the Charterers. If no such orders shall be received from the Charterers within 48 hours after the Owners have despatched a request by telegram to the Charterers for the nomination of a substitute discharging port, the Owners shall be at liberty to discharge the cargo at any safe port which they may, in their discretion, decide on and such discharge shall be deemed to be due fulfilment of the contract of affreightment. In the event of cargo being discharged at any such other port, the Owners shall be entitled to freight as if the discharge had been effected at the port or ports named in the Bill(s) of Lading, or to which the vessel may be ordered pursuant thereto.</p> <p>5) a) The vessel shall have the liberty to comply with any direction or recommendation as to loading, departure, arrival, routes, ports of call, stoppages, destination, zones, waters, discharge, delivery or in any other wise whatsoever (including any direction or recommendation not to go to the port of destination or to delay proceeding thereto or to proceed to some other port) given by any Government or by any belligerent or by any organised body engaged in civil war, hostilities or warlike operations or by any person or body acting or purporting to act as or with the authority of any Government or belligerent or of any such organised body or by any committee or person having under the terms of the war risks insurance on the vessel, the right to give any such directions or recommendations. If, by reason of or in compliance with any such direction or recommendation, anything is done or is not done, such shall not be deemed a deviation.</p> <p>b) If, by reason of or in compliance with any such directions or recommendations, the vessel does not proceed to the port or ports named in the Bill(s) of Lading or to which she may have been ordered pursuant thereto, the vessel may proceed to any port as directed or recommended or to any safe port which the Owners in their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract of affreightment and the Owners shall be entitled to freight as if discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the vessel may have been ordered pursuant thereto.</p> | 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 |

CHARTER PARTY DATED

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| <p>6) All extra expenses (including insurance costs) involved in discharging cargo at the loading port or in reaching or discharging the cargo at any port as provided in items 4) and 5(b) hereof shall be paid by the Charterers and/or cargo owners, and the Owners shall have a lien on the cargo for all moneys due under these items.</p> <p>I.S.M. Clause</p> <p>29. From the date of coming into force of the International Safety Management (I.S.M.) Code in relation to the vessel and thereafter during the currency of this Charterparty, the Owners shall procure that both the Vessel and "the Company" (as defined by the I.S.M. Code) shall comply with the requirements of the I.S.M. Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (D.O.C.) and the Safety Management Certificate (S.M.C.) to the Charterers. Except as otherwise expressly provided in this Charterparty, loss, damage, expense or delay caused by the failure on the part of either the vessel, the Owners or "the Company" (as defined by the I.S.M. Code) to comply with the I.S.M. code shall be for the Owners' account.</p> <p>Hatch Water-Proof Test</p> <p>30. The Charterers have the privilege of ordering a hatch waterproof test (hose test or chalk test) prior to commencement of loading under this charter. Time actually lost for such test, if any, to count as laytime and costs to be for Charterers' account. The Master to provide every facility to the Charterers and their surveyor to carry out such test.</p> <p>General trading and pollution</p> <p>31. Owners warrant that the vessel does and shall at all times comply with all and any law, rule, regulation or requirement which may be imposed by the vessel's flag or registration State, by the State where the loading or discharging port or any port of call is located, by any State whose territorial waters the vessel shall cross or by any international organisation having jurisdiction at any such place, regarding boycott, embargo, trading restrictions, pollution (including oil pollution) or safety, and that Owners have and shall maintain adequate insurance cover and/or shall have obtained a C.O.F.R. as may be required by any of the above mentioned States or international organisation. Any time lost for the purpose of complying with or as a consequence of any non-compliance with any of the above mentioned laws, rules, regulations or requirements shall be for Owners' account, and Owners shall indemnify Charterers for any and all loss, expense and/or damage which they may sustain as a result of any such non-compliance.</p> <p>Rider clauses, Appendix "A" and Appendix "B"</p> <p>32. Rider clauses 33. to 60. inclusive, as attached, as well as the attached Appendix "A" (Vessel's Description) and Appendix "B" (Questionnaire and General Conditions) are hereby deemed to be fully incorporated in this Charterparty and to form part of the same.</p> | 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 |
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The Charterers:

The Owners:

RIDER CLAUSES LOADING NORTH AMERICA

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| Taxes, dues at load | 33. (a) All charges, taxes and / or dues levied on the cargo at any loading port shall be for Charterers' / Shippers' account, but where all or part of the port charges or any other expenses are customarily paid by the vessel or calculated per ton of cargo, then same to be for Owners' account. Any other charges, taxes and / or dues levied on the vessel and / or freight shall be for Owners' account. | 1 2 3 4 |
| | (b) All top wharfage charges assessed by the National Harbour's Board or Port Authorities at Canadian ports to be for Charterers' / Shippers' account, but all side wharfage is for vessel's / Owners' account. If required, vessel shall be warped alongside dock to facilitate loading. Such warping shall be for Owners' account, but time shall count as laytime, unless such warping is done during excepted periods. | 5 6 7 8 |
| | (c) All Seaway Tolls and/or charges on vessel and/or cargo to be for Owners' account. | 9 |
| Vessel's Position, Pre-arrival notice(s) at load | 34. Master and/or Owners shall give notice on fixing and thereafter 10/7/5/3/2/1 day(s) notice of vessel's expected readiness to load to: | 10 11 12 13 14 |
| | (a) Charterers; (b) Charterers' agents | 15 16 17 18 19 |
| | Master and/or Owners shall give them prompt advice of any change in vessel's expected readiness to load. Unless previously instructed, the Master shall apply by telex, telegraph or telefax to Charterers and their agents (provided agents already nominated), as per points (a) and (b) above for orders for first or sole loading port giving the vessel's position, E.T.A. and the expected date of vessel's readiness to load, the estimated cargo quantity required (and provisional stowage plan, if possible), when 96 hours off the loading range, but not sooner than 96 hours before the commencement of laydays, as per Clause 6. Unless given earlier, orders shall be given by telex, telegraph or telefax within 48 hours of receipt of Master's application. If Master's application is received on a Saturday after 11 h00 (local time at loading place or area to apply), the time allowed to Charterers shall be 72 hours instead of 48 hours as above. If Master receives no answer from Charterers or their agents, he is to try again until he receives an answer. Orders for a second or third loading port, if any, shall be given before the vessel completes loading at the first respectively second port. | 20 21 22 23 24 25 |
| Loading rate/terms | 35. Cargo shall be loaded and/or stowed free of expense to the Owners at the average rate of per weather working day of 24 consecutive hours, | 26 27 28 |
| | In case of bulk cargo, same to be spout-trimmed only and any other trimming than spout-trimming is to be for Owners' account and time. Loading, stowing and trimming shall be under Master's direction and responsibility. Stevedores are to be considered as Master's servants at load and discharge port(s). It is Master's duty to ensure that only cargo in apparent good order and condition is taken on board the vessel for which clean Mate's Receipts and clean Bill(s) of Lading can be issued. It is Master's right and duty to reject and refuse loading, or if already on board to order discharge of any cargo not complying with this stipulation. | 29 30 31 32 33 34 35 |
| Laytime at load | 36. Vessel's written notice of readiness to load shall be tendered at the office of Shippers/Charterers or their Agents not later than 4 p.m. on all days except Saturdays, Sundays and Holidays, or not later than noon on Saturdays unless a Holiday. Notice of readiness shall be delivered when vessel has been entered at the Custom House with all holds clean, dry and odourless and being otherwise in all respects ready to load. Such notice of readiness shall be accompanied by the pass of N.C.B. and U.S.D.A. inspectors (and/or Port Warden and/or Canadian Department of Agricultural Grain Inspector), vessel having also passed, if applicable of any other Port State Control type inspection. Laytime shall commence to count at 7 a.m. on the next business day after notice of readiness to load has been validly tendered. Time used before commencement of laytime shall not count. Laytime shall not count between 5 p.m. on Fridays or 5 p.m. on days preceding a Holiday and 8 a.m. on Monday or 8 a.m. on the following working day after a Holiday, even if used. Any delay caused by ice, floods, quarantine, or by cases of "force majeure" shall not count as laytime unless the vessel is already on demurrage. | 36 37 38 39 40 41 42 43 44 45 46 47 48 |
| Loading berth unavailable / 2nd loading port | 37. Only when the loading berth is unavailable and the vessel is prevented from proceeding there for this reason alone, Master may warrant before the vessel has first been inspected that she is in all respects ready to load and may tender notice of readiness from any usual waiting place, whether in port or not, whether in free pratique or not, whether customs cleared or not. When Master has tendered notice of readiness to load from a waiting place and vessel is subsequently found unready in application of the above provisions or fails to obtain any pass as described above on the first inspection, laytime or time on demurrage shall not count from the time the vessel is rejected until the time she is accepted. Additionally, any time lost on account vessel's obtaining free pratique or customs clearance shall not count as laytime or time on demurrage. | 49 50 51 52 53 54 55 56 57 |
| | At second or subsequent port(s) of loading, laytime or time on demurrage shall resume counting from vessel's tendering of notice of readiness provided during normal local office hours, otherwise from the | 58 59 |

| | |
|--|--|
| first subsequent normal working period. Such notice of readiness shall be tendered upon vessel's arrival at the loading berth, or upon arrival at usual waiting place if berth is unavailable and the vessel is prevented from proceeding there for this reason alone. | 60 61 62 |
| At all ports any time lost shifting from waiting place to berth shall not count as laytime or as time on demurrage. | 63 64 |
| Asian Gypsy Moth | 65 66 67 68 69 70 71 72 |
| 38. Owners guarantee that the vessel meets all Agriculture Canada Plant Protection Division and USDA Plant Protection and Quarantine Office regulations. Furthermore, Owners guarantee that the vessel is free of any Asian Gypsy Moth eggs or larvae or any form of Gypsy Moth life. Should the vessel be found to have the same after tendering Notice of Readiness, the Notice of Readiness is to be considered invalid. Notice of Readiness is to be re-tendered after vessel is cleared by Canadian / United States authorities. If the vessel is not cleared and not allowed to enter the port or has not presented a fully valid Notice of Readiness before the agreed cancelling date, all costs, consequences, losses, damages, including loss of sale / purchase to be for Owners' account. | 73 74 75 76 |
| *39. | 73 |
| *40. | 74 |
| *41. | 75 |
| *42. | 76 |

*Clause 39 to 42: If not used, please mark as "Deleted"

RIDER CLAUSES

GENERAL DISCHARGING RIDER AFRICA

| | | |
|---|---|---|
| Taxes, dues | 43. (a) All charges, taxes and / or dues levied on the cargo at any discharging port shall be for Charterers' / Receivers' account, but where all or part of the port charges or any other expenses are customarily paid by the vessel or calculated per ton of cargo, then same to be for Owners' account. (b) Ghana Shippers' Council dues to be for Charterers' / Receivers' account. (c) Cameroon National Shippers' Council Fee to be for Charterers' / Receivers' account. Quai dues in Cameroon to be for Owners' account. (d) Any other charges, taxes and / or dues levied on the vessel and / or freight shall be for Owners' account. | 1 2 3 4 5 6 7 8 |
| Vessel's Positions, Pre-arrival Notice(s) at discharge | 44. (1) Upon leaving the last or sole loading port, Master to cable or telex E.T.A. at the first or sole discharging port or discharging area, if the port has not yet been declared, to a) Charterers; b) Charterers' agents also stating date of sailing from last or sole loading port, the quantity of cargo loaded, the cargo breakdown per hold, arrival draft at the first or sole discharging port or discharging area, if the port has not yet been declared and length of vessel. Such notice is to be followed up by 15/10/7/5/3 days notice of expected time of arrival at the first or sole discharging port or discharging area, if the port has not yet been declared and final notice of E.T.A. 24 hours before arrival at the discharging port. Master and/or Owners shall give prompt advice of any change in vessel's expected time of arrival. (2) Unless previously nominated, the first or sole discharging port is to be declared within 72 hours of receipt of Master's 5 (five) days notice of E.T.A., as stipulated in paragraph 1) above. Orders for a second discharging port, if used, are to be given as soon as possible after vessel's arrival at first discharge port, but latest three days prior sailing from the first discharging port. (3) Charterers shall be entitled to order the vessel at any time to another discharge port notwithstanding any declaration already given, but in such case they shall indemnify Owners for actual deviation expenses if any, on the basis of daily demurrage rate for the period by which the voyage to the discharge port has been prolonged, plus bunkers consumed during such period and where applicable reasonable additional expenses incurred, which shall be duly supported by vouchers. | 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 |
| Discharging rate / terms | 45. Cargo shall be discharged free of expense to the Owners at the rate of per weather working day of 24 consecutive hours. Owners guarantee that vessel is suitable for grab discharge. | 29 30 31 |
| Laytime at discharge | 46. Vessel's written notice of readiness to discharge shall be tendered at the office of Charterers / Receivers or their Agents during local Office hours on all days except Saturdays, Sundays and Holidays and between 9 a.m. and noon on Saturdays unless a Holiday. Such notice of readiness shall be delivered when vessel is in the discharging berth and in all respects ready to discharge. Laytime shall commence at 8 a.m. on the next working day if notice of readiness to discharge has been validly tendered within office hours, as stipulated above. Time used before commencement of laytime shall not count. Laytime shall not count between 5 p.m. on Fridays or 5 p.m. on days preceding a Holiday and 8 on Monday or 8 a.m. on the following working day after a Holiday, even if used. 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. | 32 33 34 35 36 37 38 39 40 41 |
| Discharging berth unavailable / 2nd discharging port | 47. Only when the discharging berth is unavailable and the vessel is prevented from proceeding there for this reason alone, Master may warrant that she is in all respects ready to discharge and may tender notice of readiness from any usual waiting place, whether in port or not, whether in free pratique or not, whether customs cleared or not. When Master has tendered notice of readiness to discharge from a waiting place and vessel is subsequently found unready, laytime or time on demurrage shall not count from the time the vessel is found unready until the time she is effectively ready to discharge. Additionally, any time lost on account vessel's obtaining free pratique or customs clearance shall not count as laytime or time on demurrage. At second or subsequent port(s) of discharge, laytime or time on demurrage shall resume counting from vessel's tendering of notice of readiness provided during normal local office hours, otherwise from the first subsequent normal working period. Such notice of readiness shall be tendered upon vessel's arrival at the discharging berth, or upon arrival at usual waiting place if berth is unavailable and the vessel is prevented from proceeding there for this reason alone. At all ports any time lost shifting from waiting place to berth shall not count as laytime or as time on demurrage. | 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 |
| | *48. | 57 |
| | *49. | 58 |
| | *50. | 59 |

CHARTER PARTY DATED

***51.**
***52.**

60
61

*Clause 48 to 52: If not used, please mark as "Deleted"

RIDER CLAUSES

SPECIAL PROVISIONS (GENERAL), INCL. Y2K CLAUSES

| | | |
|-----------------------|--|----|
| BIMCO | | 1 |
| Standard Y2K | | 2 |
| Clause for | | 3 |
| Voyage and T/C | | 4 |
| Charterparties | | 5 |
| | | 6 |
| | | 7 |
| Y2K | | |
| Compliance | | 8 |
| Statement | | 9 |
| | | 10 |
| | | 11 |
| *55. | | 12 |
| *56. | | 13 |
| *57. | | 14 |
| *58. | | 15 |
| *59. | | 16 |
| *60. | | 17 |

*Clause 55 to 60: If not used, please mark as "Deleted"

CHARTER PARTY DATED

VESSEL DESCRIPTION CLAUSE

Revised January 1999
APPENDIX "A"

PLEASE INSERT BELOW OWNERS' FULL DESCRIPTION OF THE VESSEL. OWNERS WARRANT THAT THE DESCRIPTION OF THE VESSEL AS GIVEN BELOW IS COMPLETE AND ACCURATE. THE VESSEL'S DESCRIPTION WILL BE DEEMED TO FORM PART OF THE CAPTIONED CHARTER PARTY.

VESSEL'S DESCRIPTION:

QUESTIONNAIRE AND GENERAL CONDITIONS

APPENDIX "B"

THE PRESENT CHARTER PARTY IS SUBJECT TO THE PROVISION AND APPROVAL OF THE FOLLOWING INFORMATION WHICH OWNERS WARRANT TO BE COMPLETE AND ACCURATE (ALL REPLIES GIVEN WILL BE DEEMED TO FORM PART OF THE CAPTIONED CHARTER PARTY).

| | |
|--|----|
| PART I QUESTIONNAIRE | 4 |
| 1 VESSEL'S ID | 5 |
| 1.1 NAME OF VESSEL : | 6 |
| 1.2 PREVIOUS NAME(S) : | 7 |
| 1.3 LR/IMO NUMBER : | 8 |
| 2 VESSEL'S CLASS | 9 |
| 2.1 NAME OF CLASSIFICATION SOCIETY : | 10 |
| 2.2 CLASSIFICATION SOCIETY NUMBER : | 11 |
| 2.3 ACTUAL CLASS NOTATION AND/OR SYMBOL : | 12 |
| 2.4 EXPIRY DATE OF THE CLASS CERTIFICATE : | 13 |
| 2.5 DATE OF LAST ANNUAL ENDORSEMENT OF CLASS CERTIFICATE : | 14 |
| 2.6 PENDING RECEIPT OF CONFIRMATION FROM VESSEL'S CLASSIFICATION SOCIETY (POINT A. OF "GENERAL CONDITIONS" BELOW), PLEASE STATE FULL DETAILS OF ANY SUBJECT, CONDITION OR RECOMMENDATION IMPOSED OR RECORDED ON VESSEL BY CLASS AT THE PRESENT TIME AND CONFIRM THAT THE CONTINUOUS MACHINERY SURVEYS ARE UP TO DATE : | 15 |
| 2.6 PENDING RECEIPT OF CONFIRMATION FROM VESSEL'S CLASSIFICATION SOCIETY (POINT A. OF "GENERAL CONDITIONS" BELOW), PLEASE STATE FULL DETAILS OF ANY SUBJECT, CONDITION OR RECOMMENDATION IMPOSED OR RECORDED ON VESSEL BY CLASS AT THE PRESENT TIME AND CONFIRM THAT THE CONTINUOUS MACHINERY SURVEYS ARE UP TO DATE : | 16 |
| 2.6 PENDING RECEIPT OF CONFIRMATION FROM VESSEL'S CLASSIFICATION SOCIETY (POINT A. OF "GENERAL CONDITIONS" BELOW), PLEASE STATE FULL DETAILS OF ANY SUBJECT, CONDITION OR RECOMMENDATION IMPOSED OR RECORDED ON VESSEL BY CLASS AT THE PRESENT TIME AND CONFIRM THAT THE CONTINUOUS MACHINERY SURVEYS ARE UP TO DATE : | 17 |
| 2.6 PENDING RECEIPT OF CONFIRMATION FROM VESSEL'S CLASSIFICATION SOCIETY (POINT A. OF "GENERAL CONDITIONS" BELOW), PLEASE STATE FULL DETAILS OF ANY SUBJECT, CONDITION OR RECOMMENDATION IMPOSED OR RECORDED ON VESSEL BY CLASS AT THE PRESENT TIME AND CONFIRM THAT THE CONTINUOUS MACHINERY SURVEYS ARE UP TO DATE : | 18 |
| 3 P & I CLUB AND LIABILITY UNDERWRITERS | 19 |
| 3.1 REGISTERED OWNERS' P & I CLUB : | 20 |
| 3.2 IF THE PARTY NAMED AS "OWNERS" UNDER THE C/P IS NOT THE "REGISTERED" OWNER, NAME OF THEIR P & I CLUB OR LIABILITY UNDERWRITERS : | 21 |
| 3.2 IF THE PARTY NAMED AS "OWNERS" UNDER THE C/P IS NOT THE "REGISTERED" OWNER, NAME OF THEIR P & I CLUB OR LIABILITY UNDERWRITERS : | 22 |
| 4 H M INSURANCE | 23 |
| 4.1 FULL NAME OF VESSEL'S HULL AND MACHINERY UNDERWRITERS : | 24 |
| 4.2 HULL AND MACHINERY INSURED VALUE : | 25 |
| 5 I.S.M. COMPLIANCE | 26 |
| 5.1 SAFETY MANAGEMENT CERTIFICATE (S.M.C.) | 27 |
| 5.1.1 ISSUANCE DATE OF THE S.M.C. FOR THE VESSEL : | 28 |
| 5.1.2 STATE FULL NAME OF COMPANY WHO AWARDED THE S.M.C. : | 29 |
| 5.1.3 DATE OF LAST INTERMEDIATE VERIFICATION ON BOARD, AS PER I.S.M GUIDELINES ON IMPLEMENTATION (SECTION 3.2 OF RESOLUTION A.788(19)) : | 30 |
| 5.1.3 DATE OF LAST INTERMEDIATE VERIFICATION ON BOARD, AS PER I.S.M GUIDELINES ON IMPLEMENTATION (SECTION 3.2 OF RESOLUTION A.788(19)) : | 31 |
| 5.2 DOCUMENT OF COMPLIANCE (D.O.C.) : | 32 |
| 5.2.1 ISSUANCE DATE OF THE D.O.C. FOR THE COMPANY : | 33 |
| 5.2.2 DATE OF LAST ANNUAL VERIFICATION (ENDORSEMENT) OF THE D.O.C. : | 34 |
| 5.2.3 STATE FULL NAME OF COMPANY TO WHOM THE D.O.C. HAS BEEN AWARDED : | 35 |
| 5.2.4 STATE FULL NAME OF COMPANY WHO AWARDED THE D.O.C. : | 36 |
| 5.2.4 STATE FULL NAME OF COMPANY WHO AWARDED THE D.O.C. : | 37 |
| 5.2.4 STATE FULL NAME OF COMPANY WHO AWARDED THE D.O.C. : | 38 |
| 5.2.4 STATE FULL NAME OF COMPANY WHO AWARDED THE D.O.C. : | 39 |
| HAS THE VESSEL EXPERIENCED ANY GROUNDING, STRANDING, COLLISION, ACCIDENT, IDLE PERIOD FOR REPAIRS, CLASS SUSPENSION OR FOR ANY OTHER REASON DURING THE PAST 12 MONTHS : | |
| 6.1 IF "YES", PLEASE GIVE BRIEF HISTORY OF THE RESPECTIVE INCIDENT(S) : | 40 |
| 6.1 IF "YES", PLEASE GIVE BRIEF HISTORY OF THE RESPECTIVE INCIDENT(S) : | 41 |
| 7 PORT STATE CONTROL | 44 |
| 7.1 DATE AND PLACE OF LAST PORT STATE CONTROL TYPE INSPECTION : | 45 |
| 7.2 FULL DETAILS OF ANY DEFICIENCY RECORDED DURING LAST PORT STATE CONTROL TYPE INSPECTION : | 46 |
| 8 HAVE YOU PREVIOUSLY FIXED WITH CHARTERERS? : | 48 |
| 8.1 IF "YES", PLEASE STATE NAME OF VESSEL(S) AND C/P DATE(S) : | 49 |
| 9 VESSEL'S POSITION / ITINERARY | 50 |
| 9.1 VESSEL'S PRESENT FULL ITINERARY/SCHEDULE UNTIL HER EXPECTED READINESS TO LOAD / DELIVER UNDER THIS C/P (WEATHER PERMITTING) : | 51 |
| 9.1 VESSEL'S PRESENT FULL ITINERARY/SCHEDULE UNTIL HER EXPECTED READINESS TO LOAD / DELIVER UNDER THIS C/P (WEATHER PERMITTING) : | 52 |
| 9.2 LAST CARGO : | 53 |
| 9.2 LAST CHARTERER : | 54 |
| 9.2 LAST CHARTERER : | 55 |

| | | |
|---|---|------------|
| 9.3 | 2ND LAST CARGO : | 56 |
| | 2ND LAST CHARTERER : | 57 |
| | VESSEL'S ITINERARY / SCHEDULE UNDER SECOND LAST C/P : | 58 |
| 10 | STATUTORY CERTIFICATES | 59 |
| 10.1 | INTERNATIONAL LOAD LINE CERTIFICATE | 60 |
| 10.1.1 | EXPIRY DATE : | 61 |
| 10.1.2 | LAST ANNUAL SURVEY : | 62 |
| 10.2 | SAFETY CONSTRUCTION CERTIFICATE | 63 |
| 10.2.1 | EXPIRY DATE : | 64 |
| 10.2.2 | LAST ANNUAL SURVEY : | 65 |
| 10.3 | SAFETY EQUIPMENT CERTIFICATE | 66 |
| 10.3.1 | EXPIRY DATE : | 67 |
| 10.3.2 | LAST ANNUAL SURVEY : | 68 |
| 10.4 | IOPP CERTIFICATE | 69 |
| 10.4.1 | EXPIRY DATE : | 70 |
| 10.4.2 | LAST ANNUAL SURVEY : | 71 |
| 10.5 | SAFETY RADIO CERTIFICATE | 72 |
| 10.5.1 | EXPIRY DATE : | 73 |
| 10.6 | REMARKS, IF ANY, REGARDING THE ABOVE-MENTIONED CERTIFICATES : | 74 |
| 11 | DRY DOCKING | 75 |
| 11.1 | DO OWNERS HAVE ANY DRYDOCKING INTENTIONS FOR THE VESSEL DURING C/P PERIOD? : | 76 |
| 11.2 | DATE OF LAST DRYDOCKING : | 77 |
| 11.3 | DATE OF LAST HOLD PAINTING : | 78 |
| 12 | HAS FREIGHT/ HIRE AND/OR ANY OTHER RECEIVABLE DUE TO OWNERS UNDER THIS C/P BEEN ASSIGNED TO ANY 3RD PARTY (MORTGAGEE BANK OR OTHERWISE)? : | 79 |
| 12.1 | IF "YES", PLEASE STATE FULL NAME / ADDRESS / ETC OF ASSIGNEE | 81 |
| | FULL NAME : | 82 |
| | STREET NO : | 83 |
| | CITY : | 84 |
| | PHONE : | 85 |
| | FAX : | 86 |
| | TELEX : | 87 |
| | E-MAIL : | 88 |
| 13 | TYPE OF OWNERSHIP OF THE PARTY MENTIONED AS "OWNERS" UNDER THE C/P. PLEASE INDICATE BY "YES" OR "NO" WHETHER YOU ARE : | 89 |
| 13.1 | VESSEL'S REGISTERED OWNERS? : | 91 |
| 13.1.1 | SINCE WHEN IS VESSEL UNDER PRESENT OWNERSHIP? : | 92 |
| 13.2 | OWNERS BY VIRTUE OF A TIME-C/P? : | 93 |
| 13.2.1 | DATE OF C/P : | 94 |
| 13.3 | OWNERS BY VIRTUE OF A VOYAGE-C/P? : | 95 |
| 13.3.1 | DATE OF C/P? : | 96 |
| 13.4 | OWNERS BY VIRTUE OF A BARE-BOAT C/P? : | 97 |
| 13.4.1 | DATE OF C/P : | 98 |
| REMARK : IF THE ANSWER TO POINTS 13.1 TO 13.4 ABOVE IS "NO", A PERFORMANCE GUARANTEE FROM THE REGISTERED OWNERS (OR, WHERE APPLICABLE, FROM THE BARE-BOAT OWNERS) WILL BE REQUIRED. | | 99 |
| 100 | | |
| 14 | IF THE ANSWER TO POINTS 13.1 TO 13.4 ABOVE IS "NO", PLEASE SAY | 101 |
| 14.1 | IN WHAT CAPACITY YOU OBTAINED CONTROL OF THE VESSEL : | 102 |
| 14.2 | UNDER WHAT TYPE OF CONTRACT? : | 103 |
| 14.3 | DATE OF CONTRACT : | 104 |
| 15 | PLEASE ADVISE LEGAL NAME, ADDRESS, ETC. OF | 105 |
| 15.1 | REGISTERED OWNERS | 106 |
| | FULL NAME : | 107 |
| | STREET NO : | 108 |
| | CITY : | 109 |
| | PHONE : | 110 |
| | FAX : | 111 |
| | TELEX : | 112 |
| | E-MAIL : | 113 |

| | | |
|------|--|-----|
| 15.2 | MANAGERS FOR THE REGISTERED OWNERS (POINT 15.1 ABOVE) | 114 |
| | FULL NAME : | 115 |
| | STREET NO : | 116 |
| | CITY : | 117 |
| | PHONE : | 118 |
| | FAX : | 119 |
| | TELEX : | 120 |
| | E-MAIL : | 121 |
| | 15.2.1 SINCE WHEN IS VESSEL UNDER PRESENT MANAGEMENT? : | 122 |
| 15.3 | OWNERS BY VIRTUE OF A C/P (POINTS 13.2 TO 13.4 ABOVE) | 123 |
| | FULL NAME : | 124 |
| | STREET NO : | 125 |
| | CITY : | 126 |
| | PHONE : | 127 |
| | FAX : | 128 |
| | TELEX : | 129 |
| | E-MAIL : | 130 |
| 15.4 | MANAGERS FOR OWNERS BY VIRTUE OF A C/P (POINT 15.3 ABOVE)? | 131 |
| | FULL NAME : | 132 |
| | STREET NO : | 133 |
| | CITY : | 134 |
| | PHONE : | 135 |
| | FAX : | 136 |
| | TELEX : | 137 |
| | E-MAIL : | 138 |
| | 15.4.1 SINCE WHEN IS VESSEL UNDER SUCH MANAGEMENT? : | 139 |
| 15.5 | IF APPLICABLE, "OWNERS" AS PER POINT 14. ABOVE | 140 |
| | FULL NAME : | 141 |
| | STREET NO : | 142 |
| | CITY : | 143 |
| | PHONE : | 144 |
| | FAX : | 145 |
| | TELEX : | 146 |
| | E-MAIL : | 147 |

PART II GENERAL CONDITIONS

OWNERS ACCEPT THAT THE PRESENT GENERAL CONDITIONS ARE HEREBY DEEMED TO BE INCORPORATED IN THE CAPTIONED CHARTER PARTY AND THAT THESE GENERAL CONDITIONS WILL PREVAIL OVER ANY OTHER TERMS, IF IN CONTRADICTION WITH THE SAME.

OWNERS WARRANT VESSEL WILL NOT CHANGE NAME / FLAG / CLASS / P & I CLUB(S) / OWNERSHIP / MANAGEMENT DURING THE CURRENCY OF THE PROPOSED CONTRACT WITHOUT CHARTERERS' PRIOR CONSENT.

OWNERS WARRANT THAT THE VESSEL HAS A VALID I.T.F. BLUE TICKET OR AN ACCEPTABLE EQUIVALENT. ANY AND ALL CONSEQUENCES OF ABSENCE OF SUCH BLUE TICKET OR NON-ACCEPTANCE OF EQUIVALENT TO BE FOR OWNERS' ACCOUNT.

OWNERS WARRANT VESSEL NOT TO BE SOLD FOR SCRAP FOR MINIMUM 6 MONTHS AFTER COMPLETION OF THIS C/P.

WITH REASONABLE ADVANCE NOTICE TO OWNERS, CHARTERERS' NOMINATED REPRESENTATIVE IS TO BE FREE TO BOARD THE VESSEL AT ANY TIME. HE IS TO BE GIVEN UNRESTRICTED ACCESS TO ANY DOCUMENT AND / OR LOG BOOK FOR THE PURPOSE OF CHECKING THE REPLIES TO THE ABOVE-MENTIONED QUESTIONS AND HE WILL HAVE THE RIGHT TO INSPECT THE CONDITION OF THE VESSEL AND / OR CARGO ON BOARD

OWNERS UNDERTAKE TO INSTRUCT THE PARTIES AS PER POINTS A., B. AND C. BELOW TO TELEX OR FAX THE CONFIRMATIONS AS PER POINTS A., B, AND C BELOW DIRECTLY TO :

NAME/ ADDRESS :
TELEX NUMBER :
FAX NUMBER :
E-MAIL :

A. OWNERS UNDERTAKE TO INSTRUCT VESSEL'S CLASSIFICATION SOCIETY TO SEND WRITTEN CONFIRMATION EVIDENCING THAT THE VESSEL IS FULLY CLASSED STATING :

- VESSEL'S ACTUAL CLASS NOTATION
- THE VALIDITY PERIOD OF ALL (1) STATUTORY CERTIFICATES AND (2) CLASS SURVEYS
- FULL DETAILS OF ANY SUBJECTS, CONDITIONS OR RECOMMENDATIONS IMPOSED ON THE VESSEL BY VESSEL'S CLASS

B. OWNERS UNDERTAKE TO INSTRUCT VESSEL'S HULL AND MACHINERY UNDERWRITERS TO SEND WRITTEN CONFIRMATION EVIDENCING THAT THE VESSEL IS FULLY COVERED WITH THEM AND STATING :

- VESSEL'S INSURED VALUE
- AS WELL AS THE EXPIRY DATE OF SUCH COVER

CHARTER PARTY DATED

| | | |
|---|---|---|
| - | THAT ALL PREMIUMS HAVE BEEN PAID TO DATE | 176 |
| - | THE FULL NAME OF THE POLICY BENEFICIARY | 177 |
| C. | OWNERS UNDERTAKE TO INSTRUCT THEIR P & I CLUB (AND IF THE PARTY NAMED AS "OWNERS" UNDER THE C/P IS NOT THE "REGISTERED" OWNER, ALSO THEIR P & I CLUB OR LIABILITY UNDERWRITERS) TO SEND WRITTEN CONFIRMATIONS EVIDENCING THAT THE VESSEL IS | 178 179 180 |
| - | FULLY ENTERED WITH THEM AND THAT | 181 |
| - | ALL CALLS OR PREMIUMS HAVE BEEN PAID TO DATE ALSO STATING | 182 |
| - | THE FULL NAME OF THE POLICY BENEFICIARY. | 183 |
| IT IS A CONDITION PRECEDENT THAT SUCH CONFIRMATIONS ARE PROVIDED AND APPROVED BY CHARTERERS BEFORE THE VESSEL CAN BE CONSIDERED AS BEING FULLY FIXED. HOWEVER, IN CASE THE SUBJECTS ARE LIFTED BEFORE ANY SUCH CONFIRMATION OR ANY REPLY TO THE QUESTIONNAIRE UNDER PART I. HAVE BEEN PROVIDED AND/OR APPROVED, THIS SHALL NOT PREJUDICE OWNERS' OBLIGATION TO COMPLETELY AND ACCURATELY ANSWER ALL POINTS UNDER APPENDIX B, NEITHER SHALL IT CONSTITUTE A WAIVER BY CHARTERERS OF ANY OF THEIR RIGHTS UNDER THE CHARTERPARTY INCLUDING THE RIGHT TO TERMINATE THE CONTRACT AND CLAIM DAMAGES IN CASE OF ANY MISREPRESENTATION BY OWNERS REGARDING ANY OF THESE POINTS. | | 184 185 186 187 188 189 190 |
| OWNERS WARRANT THAT COVER AS PER POINTS B AND C. ABOVE WILL EXTEND BEYOND COMPLETION DATE OF THE VOYAGE OR PERIOD CHARTER AND THAT ALL CALLS OR PREMIUMS WILL BE PAID. | | 191 192 |
