

FIXTURE NOTE

01. Place	Geneva
02. Date	
03. The Owners	
04. Charter Party Chain	
05. The Charterers	
06. Brokers	
07. Vessel name & IMO number	
08. Vessel description	
09. Vessel itinerary	
10. Cargo(s) description	Iron ore in bulk. Maximum 3 (three) grades of iron ore pellets and/or fines and/or concentrates and/or lumps, always excluding DRI/DRIP/HBI.
11. Cargo quantity	XXX mt 10% more or less in the Owners' option
12. No. of shipments	
13. Loading Port(s)	Any one or more of the following to be nominated by the Charterers:
14. Conditions for nomination of Loading Port(s)	
15. Discharging Port(s)	Any one or more of the following to be nominated by the Charterers:
16. Conditions for nomination of Discharging Port(s)	
17. Laydays	00:01LT xx/23:59LT xx xxx 20xx
18. Freight rate	USD xx.xx/mt, basis XXX/XXX
19. Loading terms	
20. Discharging terms	
21. Demurrage rate	USD x,xxx.xx
22. Agents' nomination	At both loading and discharging ports, the Owners to appoint and pay for agents nominated by the Charterers.

23. Disbursement of accounts at at discharging port(s)	Maximum USD xx,xxx.xx for one (one) discharging port and maximum USD xxx,xxx.xx for 2 (two) discharging ports for the Owners' account.
24. Address commission	2.50 percent to Charterers
25. Brokerage commission	
26. Owner's bank details	Beneficiary's Name: Beneficiary's Address: Beneficiary's Bank: Beneficiary's Bank Address: A/C No: Swift Code: Reference: MV
27. Bills of Lading	As per clause 17 of VALE TERMS as defined below.
28. Charter Party details	

The Owners and the Charterers (each a "**Party**" and collectively the "**Parties**") agree that this Fixture Note incorporates all terms and conditions (including the law and arbitration clause) of Vale International SA's Standard Voyage Charter Party, code name "**VALE TERMS**", together with "Appendix A" attached thereto.

In the event of any conflict between the terms and conditions contained in this Fixture Note and the VALE TERMS and Appendix A, the terms and conditions of this Fixture Note shall prevail.

This Fixture Note, Vale Terms and Appendix A are collectively referred to herein as the "**Charter Party**".

The Charter Party and any non-contractual obligations arising out of or in connection with it shall be governed exclusively by English law. Any disputes (whether of a contractual or non-contractual nature) shall be referred to arbitration in accordance with the provisions specified in clause 38 of the VALE TERMS.

IN WITNESS WHEREOF, this Charter Party has been executed by and between the Owners and the Charterers in two (2) copies, one (1) copy to be retained by the Owners and one (1) copy to be retained by the Charterers. This Charter Party may be executed and delivered in counterparts (each of which will be deemed an original) which together shall constitute a single and legally

binding contract. The executed Charter Party to be sent to the Charterers within 10 days of fixing the Charter.

For the Owners:

For the Charterers:

VALE INTERNATIONAL SA
STANDARD VOYAGE CHARTER PARTY

VALE TERMS

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CLAUSE 1 - PARTIES

On the date set out in BOX 02 of the Fixture Note, it is mutually agreed between the Parties referred to in Box 03 (as Owners and/or Disponent Owners of the Vessel named in Box 07) and in Box 05 (as Charterers) that in addition to the terms specified in the Fixture Note, the following terms shall apply.

CLAUSE 2 - CARGO

The Cargo as described in BOX 10 of the Fixture Note shall be loaded, stowed, trimmed, transported and discharged by the Owners, always in accordance with the IMSBC Code and port regulations. The loading and stowing of more than one grade of cargo in one hold is prohibited.

If, due to draft restrictions at the nominated Loading or Discharging Port(s), the Vessel cannot be loaded up to her marks without delay or at all, the Charterers shall nevertheless be deemed to have provided a full and complete cargo notwithstanding the content of Box 11 of the Fixture Note.

Without prejudice to the foregoing, the Charterers may in any event at any time declare that the cargo is complete and order the Vessel to leave the berth irrespective of whether the total quantity specified in BOX 11 of the Fixture Note has been loaded or not, in which case the quantity of cargo loaded is to be treated as a full and complete cargo, whether or not the Owners have exercised any option that they may have as to the quantity of cargo to be loaded and Charterers shall pay the respective deadfreight for the quantity not loaded.

CLAUSE 3 - LAYDAYS

If not required by the Charterers, loading shall not commence before the laydays specified in BOX 17 of the Fixture Note and time will commence as per the Turn Time specified in BOX 17.

Should the Vessel not be ready to load in every respect (whether in berth or not) on the Cancelling Date specified in BOX 17 of the Fixture Note, the Charterers shall have the option of cancelling this Charter Party and the Owners agree to compensate the Charterers for the freight paid by the Charterers to the owners of the substitute vessel in excess of the freight as agreed in this Charter Party.

Without prejudice to the foregoing, should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not in every respect be ready to load by the Cancelling Date, they shall immediately notify the Charterers of the same, stating the expected date of the Vessel's readiness to load. The Charterers shall then be at liberty to decide if they wish to exercise their option of cancelling the Charter Party or agree to a new cancelling date. In the event the Charterers choose to cancel the Charter Party, the Parties agree that such a cancellation shall not be a breach of this Charter Party on the part of the Charterers, notwithstanding that the cancellation is effective prior to the cancelling date stated in Box 17.

Such option must be declared by the Charterers within two (2) working days, Saturdays, Sundays & holidays excluded, or, Thursdays, Fridays & holidays excluded, whichever is applicable, after the receipt of the Owners' notice. If the Charterers do not exercise their option of cancelling within the stipulated time frame of two (2) working days, then this Charter Party shall be deemed to be amended such that the third day after the new readiness date stated in the Owners' notification to the Charterers shall be the "New Cancelling Date" and shall, for the remaining duration of the Charter, be deemed to replace the Cancelling Date stated in Box 17.

Should the Vessel fail to arrive and be in all respects ready to load by the New Cancelling Date, the Charterers shall, in their absolute discretion, regardless of whether any notification has been received from the Owners, have the option of cancelling the Charter Party or chartering a substitute vessel and the Owners agree to compensate the Charterers for the freight and demurrage rates paid by the Charterers to the owners of the substitute vessel in excess of the freight and demurrage rates as agreed in this Charter Party.

CLAUSE 4 - LOADING PORT(S)

Without prejudice to Clause 2, the Vessel, being in every respect fitted for the voyage, shall with utmost despatch and without any deviation whatsoever, save as expressly provided in the Charter Party, sail and proceed to the nominated loading port specified in Box 13 (hereinafter, the "**Loading Port(s)**") in the order specified by the Charterers from the range as stated in BOX 13 of the Fixture Note and there load always safe and afloat (except where NAABSA is applicable as per the Fixture Note), in the customary manner, as and where ordered by the Charterers, a full and complete cargo as described in BOX 10 of the Fixture Note and quantity as per BOX 11 of the Fixture Note, subject to the restrictions of the anchorage, berth or port as nominated by the Charterers.

The Master shall supply the Charterers with a proper stow plan in accordance with the BLU Code within the time limits set out in Clause 10.

The Owners shall at all times be solely responsible to establish the applicable Vessel size, draft and air-draft requirements at the Loading Port(s) specified in Box 13 and to ensure that the Vessel is loaded so as to comply at all times with such requirements.

CLAUSE 5 - DISCHARGE PORT(S)

On completion of loading and outward port clearance, the Vessel shall proceed with utmost despatch and without any deviation whatsoever, save as expressly provided in the Charter Party to the nominated discharge port specified in Box 15 (hereinafter, the "**Discharge Port(s)**") (which shall include any port, berth, dock, loading or discharging anchorage or offshore location, alongside vessels or lighters or any other place whatsoever as the context requires) in the order specified by the Charterers from the range as stated in BOX 15 of the Fixture Note or so near

thereto as she may safely get, always safe and afloat, and there deliver the cargo in the customary manner as directed by the Charterers.

In the event that the Vessel arrives with a draft in excess of the permissible draft as declared by the nominated port, the Charterers and/or cargo receivers (with express confirmation from the Charterers) shall have the right to direct the Vessel to lighten at or off that port or to proceed to an alternate port for a lightening operation to take place following which the Vessel shall, if requested by the Charterers and/or cargo receivers (with express confirmation from the Charterers), proceed to the originally nominated Discharge Port. The costs of lightening, deviation and all directly related expenses for the lightening and/or deviation, as incurred by the Charterers and/or receivers and/or agents will be for Owners' account and time loss to be on Owners' account.

In case the Charterers declare another discharge port other than the previously declared as per BOX 15 of the Fixture Note, the Charterers shall pay the Owners all direct expenses, if any, relating to the Vessel's extra deviation. Such expenses shall be duly documented and proved through the Owners' calculations and original invoices as requested by the Charterers.

The Master to supply the Charterers and/or cargo receivers with a proper hold sequence discharging plan in accordance with the BLU Code within the time set out in Clause 10.

The Owners shall at all times be solely responsible to establish the applicable Vessel size, draft and air-draft requirements at the Discharging Port(s) specified in Box 15 and to ensure that the Vessel is loaded so as to comply at all times with such requirements.

CLAUSE 6 - FREIGHT RATE

Base freight rates as specified in BOX 18 of the Fixture Note to apply and be calculated on the Bill(s) of Lading quantity and deadfreight quantity if any.

In the event the Vessel loads from or discharges at different port(s) than the base route, Charterers shall provide freight differentials calculated based on the declared loading and discharging ports, other than the base route ports as specified in BOX 18, and on an "open book basis" ("**the Charterer's Calculations**") i.e., to provide the Owners with the same earnings per day as per the Time Charter Equivalent (with no repositioning benefit/penalty) of the base freight rates as stipulated in BOX 18, taking into account the Vessel's actual sailing speed and consumption, together with in-port consumption. For the purpose of calculation, bunker prices for Tubarao/Qingdao base route will be the last published Platts Oilgram average price for IFO 380CST (and MDO, if applicable) at Singapore, 26 days prior to Vessel's arrival at load port. The Charterer's Calculations will be sent to the Owners who shall inform Charterers of their agreement or disagreement thereto within 48 working hours of receipt of the same. In the event Owners do not agree to the Charterer's Calculations, the Owners shall, within 48 working hours of receipt of the Charterer's Calculations present their own calculations, on an open book basis, to Charterers

with documentary evidence to support their calculations. In the event Charterers do not receive any response from Owners within 48 working hours of receipt of Charterer's calculations, Owners shall be deemed to have accepted the Charterer's calculations, which shall be used for the purpose of invoicing.

If Charterers and shippers agree to load cargo in excess of the contractual quantity as declared in BOX 11, freight rate applicable for the additional cargo quantity loaded will be at half (1/2) the freight rate agreed in BOX 18.

CLAUSE 7 - DEMURRAGE AND DESPATCH RATES

For both the loading and discharging ports, demurrage shall be paid by the Charterers at the rate specified in BOX 21 of the Fixture Note per day or pro-rata for a part of a day for all time used in excess of the laytime allowed.

The rate of despatch shall be half the demurrage rate to be paid by the Owners for all laytime saved.

CLAUSE 8 - COMMISSIONS

An address commission as stated in BOX 24 of the Fixture Note on gross freight, deadfreight and demurrage is due to the Charterers at the time freight and/or demurrage is paid, whether or not Vessel is lost, Charterers having the right to deduct such address commission from payment of freight and/or deadfreight and/or demurrage.

A brokerage commission as stated in BOX 25 of the Fixture Note on gross freight, deadfreight and demurrage is payable by the Owners to the Brokers named in BOX 06 of the Fixture Note.

CLAUSE 9 - PAYMENT CONDITIONS

Ninety percent (90%) freight calculated on the Bill(s) of Lading quantity is payable within seven (7) banking days after the Charterers have received both the Owners' freight invoices by fax or email and original negotiable Bill(s) of Lading marked "clean on board" and "freight payable as per Charter Party".

Full freight shall be deemed earned upon completion of loading, without discount and non-returnable whether or not cargo and/or Vessel is lost.

Freight shall be deemed paid when the Charterers provide the Owners with written payment instructions to the Charterers' bank.

Demurrage and despatch and freight differential for both Loading Port(s) and Discharging Port(s), if any, plus the balance of freight, to be settled within thirty (30) working days after Vessel's

completion of discharge at the final Discharge Port nominated by the Charterers, given the Owners' and the Charterers' mutual agreement on laytime and freight differentials calculations. Laytime calculations to be presented with the relevant supporting documents.

Freight and other payments shall be made to the Owners' bank account as specified in BOX 26 of the Fixture Note.

CLAUSE 10 - NOTICES

Loading Port

On sailing from the preceding port to the first and any subsequent Loading Port, the Master shall immediately notify the port authorities at the Loading Port of the expected time of arrival (ETA) of the Vessel.

Such information shall be updated fifteen (15) days, ten (10) days, seven (7) days, five (5) days, four (4) days, three (3) days, forty eight (48) hours and twenty four (24) hours prior to the Vessel's expected arrival at the Loading Port, or at any time upon the Charterers' request.

All ETA Loading Port(s) notices shall be transmitted by the Master to the Charterers' operational department via the e-mail address to be advised by the Charterers.

The Master shall, with the ten (10) days notice specified above, inform the Charterers about the Vessel's cargo plan, and provide the following details:

- i) Estimated arrival fore and aft drafts;
- ii) Air draft (distance from water line to top of the hatch covers);
- iii) Amount of ballast on arrival and in case of heavy ballast, to specify which cargo hold(s) is (are) filled with ballast;
- iv) Time required for deballasting after berthing
- v) Loading sequence, and
- vi) Information on whether a "Gas Free" certificate is required or not.

Discharging Port

Within 1 day of sailing from a Loading Port, the Master is to notify the Charterers and their agents at the Discharging Port(s) of the quantity of cargo loaded, expected arrival fore and aft draft and estimated time of arrival (ETA) at the Discharging Port(s).

ETA of the Vessel at the Discharge Port(s) shall be provided by notice fifteen (15) days, ten (10) days, seven (7) days, five (5) days, four (4) days, three (3) days, forty eight (48) hours and

twenty four (24) hours from the Master prior to Vessel's estimated arrival at the Discharging Port(s), or at any time upon the Charterers' request.

All ETA Discharging Port(s) notices shall be transmitted by the Master to the Charterers' operational department via the e-mail address to be advised by the Charterers.

CLAUSE 11 - NOTICE OF READINESS AND TIME COUNTING AT LOADING PORT(S)

Notice of Readiness should be tendered after arrival of the Vessel at each Loading Port, at any time day or night, irrespective of official hours, Saturdays, Sundays and Holidays included, or Thursdays, Fridays and Holidays included, whichever is applicable, whether in berth or not, whether in free pratique or not and whether customs cleared or not, provided that the Vessel arrives within the agreed laydays and is ready in every respect, to receive the Charterers' intended cargo.

If, after inspection, the Vessel is found not ready in all respects to load, and without prejudice to Charterers' right of cancellation, time lost after the discovery thereof until the Vessel is again ready to load shall not count as laytime, even if the Vessel is already on demurrage. Any losses, liabilities, directly related costs and consequences incurred by the Charterers arising from the Vessel being not ready in all respects to load the cargo shall be for the Owners' account.

Should the Vessel after her berthing not be granted the free pratique and/or customs clearance, any time lost in obtaining the same not to count as laytime, even if the Vessel is already on demurrage.

If the Vessel is prevented from proceeding to the loading berth due to her inefficiency, tidal conditions or mandatory regulations, laytime shall not count until such hindrance(s) has (have) ceased, even if the Vessel is already on demurrage.

If the Port Authority and/or the Master, shall for any reason, vacate the Vessel from a berth, laytime shall stop counting from the suspension of loading, until the Vessel berths again and is ready in every respect to resume loading, even if the Vessel is already on demurrage.

If the Charterers and/or the shippers, shall as a result of the Vessel's inability to load cargo, vacate the Vessel from a berth, laytime shall stop counting from the suspension of loading, until the Vessel berths again and is ready in every respect to resume loading, even if the Vessel is already on demurrage.

If the Charterers require the Vessel to load at two or more ports, time shall stop counting from the time of completion of loading at one port, until the Vessel arrives and tenders a valid Notice of Readiness at the next port.

Time lost as a result of all or any of the causes hereunder shall not be computed as laytime and/or demurrage, even if the Vessel is already on demurrage:

- i) Wars, rebellions, tumults, civil strife, insurrections, riots and political disturbances;
- ii) Epidemics and quarantine;
- iii) Strikes, lock-outs, partial or total strikes by miners, railway employees, stevedores, sea men or any other workmen connected with the mining, transportation and shipment of iron ore;
- iv) Accidents or breakdowns at the mines, roads, railways or ports;
- v) Landslides and floods at the mines, roads, railways or ports;
- vi) Bad weather and Acts of God;
- vii) Interventions by sanitary or other competent authorities;
- viii) Partial or total interruptions of any nature whatsoever at the mines, on the roads, railways or ports;
- ix) Any cause of whatsoever kind or nature, beyond the control of the Charterers/shippers, preventing the mining and cargo transportation from the mines to the port, preparation, loading or berthing of the Vessel and any consequential congestion resulting therefrom.

After a valid Notice of Readiness has been tendered to the Charterers and their agents at a Port of Loading, the laytime shall commence after the expiry of the Turn Time specified in BOX 19 of the Fixture Note unless commenced earlier in which case actual time used to count.

Laytime shall terminate upon completion of loading.

CLAUSE 12 - LOADING RATE

The cargo shall be loaded in accordance with the conditions specified in BOX 19 of the Fixture Note basis weather working days of 24 consecutive hours, excluding Super Holidays, always under the Owners'/Master's responsibility, direction and supervision. Any time lost in trimming, when the Charterers/shippers await the Master's instructions, shall not count as laytime even if the Vessel is already on demurrage. In case loading has to be interrupted for any reason attributable to the Vessel, such time lost shall not count as laytime even if the Vessel is already on demurrage.

CLAUSE 13 - LOADING

The cargo shall be loaded, belt or spout trimmed and stowed free of any expense whatsoever to the Owners. Any extra trimming required by the Owners shall be for their account. Owners shall at all times remain responsible for proper loading and trimming of the cargo and seaworthy trim of the Vessel. If so required and permitted by the relevant authorities, the Vessel's crew shall operate, free of expense to Charterers, the Vessel's gears (if any) to load and unload equipments required in the cargo loading operations and/or carry out the loading operations.

CLAUSE 14 - NOTICE OF READINESS AND TIME COUNTING AT DISCHARGING PORT(S)

Notice of Readiness should be tendered after arrival of the Vessel at each Discharging Port, at any time day or night, irrespective of official hours, Saturdays, Sundays and Holidays included, or, Thursdays, Fridays and Holidays included, whichever is applicable, whether in berth or not, whether in free pratique or not and whether customs cleared or not, provided that the Vessel is ready in every respect, to discharge the cargo.

If, after inspection, the Vessel is found not ready in all respects to discharge, time lost after the discovery thereof until the Vessel is again ready in every respect to discharge shall not count as laytime, even if the Vessel is already on demurrage. Any losses, liabilities, directly related costs and consequences incurred by the Charterers arising from such failure shall be for the Owners' account.

Should the Vessel after her berthing not be granted the free pratique and/or customs clearance, any time lost in obtaining same not to count as laytime, even if the Vessel is already on demurrage.

If the Vessel is prevented from proceeding to the discharging berth due to her inefficiency, tidal conditions or mandatory regulations, laytime shall not count until such hindrance(s) has (have) ceased, even if the Vessel is already on demurrage.

If the Port Authority and/or the Master, shall for any reason, vacate the Vessel from a berth, laytime shall stop counting from the suspension of discharging, until the Vessel berths again and is ready in every respect to resume discharging, even if the Vessel is already on demurrage.

If the Charterers require the Vessel to discharge at two or more ports, time shall stop counting from the time of completion of discharging at one port, until the Vessel arrives and tenders a valid Notice of Readiness at the next port, at which point turntime at the second Discharge Port shall commence.

Time lost as a result of all or any of the causes hereunder shall not be computed as laytime or demurrage, even if the Vessel is already on demurrage:

- i) Wars, rebellions, tumults, civil strife, insurrections, riots and political disturbances;
- ii) Epidemics and quarantine;
- iii) Strikes, lock-outs, partial or total strikes by, railway employees, stevedores, sea men or any other workmen connected with the, transportation of iron ore;
- iv) Accidents or breakdowns at the roads, railways or ports;
- v) Landslides and floods;
- vi) Bad weather and Acts of God;
- vii) Interventions by sanitary or other competent authorities;
- viii) Partial or total interruptions of any nature whatsoever, on the roads, railways or ports;

- ix) Any cause of whatsoever kind or nature, beyond the control of the Charterers/receivers, preventing cargo discharge or berthing of the Vessel and any consequential congestion resulting therefrom.

After a valid Notice of Readiness has been tendered to the consignees and their agents at a Discharging Port, the laytime shall commence after the expiry of the Turn Time specified in BOX 20 of the Fixture Note unless commenced earlier in which case actual time used to count.

Laytime shall terminate upon completion of discharge.

CLAUSE 15 - DISCHARGING RATE

The cargo shall be discharged in accordance with the conditions specified in BOX 20 of the Fixture Note basis weather working days of 24 consecutive hours, excluding Super Holidays, under the Owners'/Master's responsibility, direction and supervision. Any time lost in trimming, when Charterers/receivers await Master's instructions, shall not count as laytime even if Vessel is already on demurrage. In case discharging has to be interrupted for any reason attributable to the Vessel, such time lost shall not count as laytime even if Vessel is already on demurrage.

CLAUSE 16 - DISCHARGING

The cargo shall be discharged free of any expense whatsoever to the Owners but Owners shall at all times remain responsible for proper discharging and trimming of the cargo and seaworthy trim of the Vessel. If so required and permitted by the relevant authorities, the Vessel's crew shall operate, free of expense to Charterers, the Vessel's gears (if any) to load and unload equipments required in the discharging operations and/or carry out the discharging operations.

CLAUSE 17 - BILLS OF LADING

The Master shall sign Bill(s) of Lading without prejudice to this Charter Party. Alternatively, Master shall authorise the agents at Port(s) of Loading to sign on his behalf for the quantity determined by the draft survey.

On completion of loading, the Owners shall release to the Charterers/shippers or their representatives three negotiable Bills of Lading marked "clean on board" and "Freight Payable as per Charter Party". The Owners shall indemnify the Charterers against all losses, liabilities, directly related costs and consequences arising as a result of the Bill(s) of Lading inaccurately describing the cargo's condition.

The Owners and Master shall authorise the Charterers and/or their agents to split the Bills of Lading in negotiable and transferable form against surrender to the Owners of the full set of original Bills of Lading.

If there is any inconsistency between the provisions of this Charter Party and the Bill of Lading issued by the Owners, the provisions of this Charter Party shall prevail.

CLAUSE 18 - LETTER OF INDEMNITY

If the original Bills of Lading cannot be presented at the Discharge Port(s) for any reason whatsoever, the Owners/ Master agree to deliver the entire cargo without presentation of the original Bills of Lading against Charterers' single Letter of Indemnity ("LOI") signed by Charterers only, with no bank endorsement or guarantee and with no requirement to commence proceedings in any court for a declaration that the Bills of Lading and all of its originals are null and void..

CLAUSE 19 - SHIFTING COSTS AND TIME

Shifting time between anchorages and from anchorage to berth, including waiting time for first suitable tide, if any, shall not count as laytime, even if the Vessel is already on demurrage.

If the Vessel is required to load and/or discharge, at more than one berth, shifting costs between berths, other than the Vessel's Master's and crew's over-time shall be for the Charterers' account and time to count.

CLAUSE 20 - PORT(S) DISBURSEMENTS

Prior to the Vessel's arrival, the Owners to put agents in sufficient funds for covering the ports' disbursements at both the Loading Port(s) and Discharging Port(s). In case of the Owners' failure to do so, the Charterers may deduct from freight any unpaid disbursements to the agents.

CLAUSE 21 - OWNER'S / MASTER'S OBLIGATIONS

The Owners undertakes that the Vessel as described in Appendix A shall comply with the following conditions before and at the beginning and throughout the period of this Charter Party (which prevail in the event of a conflict with Appendix A) which are guaranteed by the Owners, the breach of which shall entitle the Charterers, in the Charterers' option (1) to treat the Charter Party as suspended and claim damages or (2) either immediately or after such period of suspension as the Charterers in its sole discretion considers acceptable, terminate the Charter Party and claim damages:

- (1) Vessel shall comply with all applicable conditions to load at VALE ports.
- (2) Vessel 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").

- (3) Prior to being accepted for loading, the Vessel shall be subject to the Charterers' ship vetting program which currently uses the systems and services provided by Rightship. The Owners shall comply with the requirements and recommendations of the Charterers' ship vetting system.
- (4) Vessel shall be seaworthy and cargo-worthy in every respect, a bulk carrier below 24 years of age, single deck, self trimming, gearless (or if applicable geared) with engine/accommodation aft, holds without longitudinal centre line bulkheads; be tight, staunch and strong and in every way fitted for the nominated voyage with sufficient power to operate all cargo handling gears (if applicable), and classed 100A1 at Lloyds or equivalent free of recommendation or conditions of Class.
- (5) Vessel shall be of such size, draft, air draft and other dimensions as to permit the Vessel to safely enter, berth, lay alongside, load and discharge and depart, always safely afloat from Loading and Discharging Port(s).
- (6) Vessel shall always throughout the period of this Charter Party be fully covered with a Protection & Indemnity club which is a member of the International Group of P and I Clubs and hull & machinery insurance placed through reputable brokers on International Hull Clauses terms or equivalent fully in place from the date of this Charter Party until completion of the voyage(s).
- (7) Vessel shall always be in compliance with the applicable conventions, acceptable to the relevant authorities and conform with all laws, regulations and requirements of the loading and discharging ports and possess onboard all certificates and documents required by ports and places as specified in this Charter Party and be maintained to standards of accommodation, equipment, fixtures & fittings acceptable to the Charterer.
- (8) Vessel's holds shall be strengthened and classed for carriage of cargo of the description set out in BOX 10 and the Vessel shall be suitable for alternate holds loading and discharging.
- (9) Vessel shall comply and is in compliance with the requirements of the International Transport Federation ('I.T.F.') or equivalent failing which all time loss/expenses to be for Owners' account.
- (10) Vessel shall be guaranteed suitable for grab-discharge and any other equipment such as bulldozers/payloaders but always with tank top strength. If any cargo is loaded in tweendecks, deep tanks or bunkers, any extra trimming etc. incurred for cargo not accessible to grabs and any time lost in loading and discharging to be for the Owners' account. Deep tanks, tunnels and all other provisions within the Vessel's holds to be sheltered against damages by the receivers' grab-discharging, failing which, the Owners to be responsible for any losses, liabilities, directly related costs and consequences.
- (11) Vessel shall not be owned, chartered, operated or controlled by either a person or entity who is the subject or target of an economic or trade sanction or by a person or entity registered or managed in or a citizen or resident or located in a country the subject of sanctions imposed by any of the United Nations, the European Union, the United States Department of Treasury's Office of Foreign Assets Control or any other regulatory body enforcing economic and trade sanctions legislation in a country or by any state, supranational or international government organisation. The Owner will immediately notify the Charterer upon the Owner becoming aware that any subsidiary or holding company or

any affiliate of the Owner (or any representative of any such) has become or is reasonably likely to become subject to sanctions or has violated any sanction.

The Charterers have the right at any time on reasonable notice to inspect or survey the Vessel to ascertain whether the Vessel satisfies and is in compliance with each of the requirements set out above and otherwise is being maintained and operated in accordance with the terms and conditions of this Charter Party.

The Owners shall keep the Charterers fully indemnified and held harmless against any and all consequences of the Owners' breach of the conditions in this clause including, but not limited to, any and all delays, damages, losses, costs and expenses incurred by the Charterers (upon cancellation) with respect to procuring a suitable replacement vessel.

CLAUSE 22 - SUBSTITUTION

The Vessel specified in BOX 7 of the Fixture Note shall not be substituted, unless agreed by the Parties in writing.

CLAUSE 23 - DRYDOCKING

No dry-docking shall take place for the duration of this Charter Party, except in case of emergency.

CLAUSE 24 - GENERAL CONDITIONS FOR LOADING AND DISCHARGING PORTS

Cargo to be always loaded in all holds in accordance with shore regulations and subject to Vessel's technical and physical limitations.

The Charterers have the privilege of working all hatches at all times except only as set in clause 26. The Vessel shall supply sufficient power and lights for night work, for loading and discharging the cargo, free of expense to the Charterers.

The Vessel shall have sufficient ballasting capability in relation to loading capacity. Master to ensure that the loading/unloading and ballast/deballasting are adequately synchronised at all times to maintain the Vessel within her limits of stress and stability. Time eventually lost due to insufficiency of such ballasting capability shall not count as laytime, even if the Vessel is already on demurrage.

The Owners shall have all cargo spaces clean, swept and ready to receive the Charterers' intended cargo at the first Loading Port. If the Charterers, in their absolute discretion, do not consider the cargo spaces are ready to receive Charterers' intended cargo Charterers may cancel this Charter Party.

Owners are responsible for taking proper precautions to ensure that water is drained during the voyage, including but not limited to allowing Charterers to supply and fit, at Charterers' cost, the Micro Drainage System for the Vessel ("**MDSV**") on board the Vessel. Loading shall not commence until the MDSV has been supplied and fitted or, if the Vessel is already carrying the MDSV, until the MDSV has been re-installed. Once cargo has been discharged, Owners are responsible for the stowage of the MDSV on board the Vessel in readiness for re-fitting next time the Vessel picks up a cargo from a port controlled by Vale. Laytime and, if on demurrage, demurrage, will not run for any time lost by reason of Owners' failure to allow Charterers to supply and fit the MDSV in the bilge wells and any costs or expense associated with such failure shall be for Owners' account.

In order to minimise the water content at tank top levels and to permit drainage, it is Owners' responsibility to check bilges frequently and to pump bilges to remove water at all times. Any water pumped off the bilges shall be logged as diligently and correctly as possible.

Initial, final and any intermediate draft checks / surveys, ordered by the Master, shall not count as laytime, even if the Vessel is already on demurrage.

Laytime is non-reversible between the loading and discharging ports.

At the loading/discharging ports, in case of OBO or ORE/OILER, the Vessel shall provide a gas-free certificate, otherwise any time lost for obtaining same shall not count as laytime and all costs for obtaining same shall be for the Owners' account.

In case of breakdown of the Vessel's crane(s) (if any) at the loading or discharging ports, laytime shall count pro-rata based on the number of cranes broken down to the total number of cranes on board that stevedores could have used for loading/discharging cargo.

CLAUSE 25 - OPENING AND CLOSING OF HATCHES

All expenses relating to the opening and closing of hatches shall be for the Owners' account. Time used shall not count as laytime even if the Vessel is already on demurrage.

The Master shall cover the hatch of each hold as soon as loading into or discharging out of that hold has finished.

If the cargo is being handled during rainfall, all non-working hatches of the cargo spaces into which the cargo is loaded or to be loaded must be closed, and whenever rainfall is heavy, as determined by the shipper, all hatches, without exception, must be closed.

CLAUSE 26 - STEVEDORE DAMAGE

Stevedore damage(s) to the Vessel, if any, at the loading and discharging port(s) shall be settled directly between Owners and the stevedores, who are always to be under the supervision/direction/responsibility of the Master. The Owners and Master shall notify the Charterers and

stevedores respectively of any alleged damage in writing not later than 24 hours after the occurrence of the same. The Charterers shall not be liable to the Owners for any damage or loss caused to the Vessel by stevedores whether in contract, tort, strict liability or otherwise.

CLAUSE 27 - LIGHTERAGE

Charterer has the option of discharging into lighters and/or otherwise lightening the Vessel if it so requires; the time and expenses thereof shall, subject to Clause 5, be for Charterer's account and time so used shall count as laytime. Otherwise all other terms, conditions and exceptions of this Charter Party shall apply to lighterage and lightening.

CLAUSE 28 - DEVIATION

The Vessel shall have liberty to call at any ports en route to sail with or without pilots, to tow and to be towed, to assist vessels in distress and to deviate for the purpose of saving life and/or property or for bunkering purpose only. Any such deviation shall not be deemed an infringement of this Charter Party and the Owners shall not be liable for any loss or damage resulting therefrom.

CLAUSE 29 - P&I CLUB OIL BUNKER DEVIATION CLAUSE

The Vessel, in addition to all other liberties, shall have liberty as part of the Charter Party and at any stage thereof to proceed to any port or ports whatsoever, whether such ports are on or off the direct and/or customary route or routes to the ports of loading or discharge named in this Charter Party, and there take oil bunkers in any quantity in the discretion of the Owners even to the full capacity of fuel tanks, deep tanks and any other compartment in which oil can be carried, whether such amount is or is not required for the chartered voyage.

CLAUSE 30 - ADDITIONAL INSURANCE PREMIUM

Any additional insurance premium on the cargo by reason of the Vessel's age, flag or class shall be for the Owners' account.

CLAUSE 31 - ICE

In case ice prevents the Vessel from reaching or entering the intended port of discharge, the Vessel shall have liberty to proceed to a near accessible port (within the same range if possible) as ordered by the Charterers and there deliver the cargo according to the terms of the Charter Party. Alternatively the Charterers may elect to keep the Vessel waiting until navigation resumes by paying demurrage for time thereby lost, after the expiry of Turn Time if any. Such option to be declared by the Charterers within two (2) working days on receipt of notification by Owners.

If during discharge of the cargo, official notification from the authorities is given that ice is forming and requesting the Vessel to leave the port, the Master shall notify the Charterers and

cargo receivers immediately. In this case an "Alternate Port of Discharge" shall be declared by the Charterers within two (2) working days of receipt of notification of the authorities' notification by the Owners.

Any time lost as a result of the Vessel having to suspend discharging operations and leave the port shall not count as laytime even if the Vessel is already on demurrage. Laytime shall resume when discharge recommences at the Alternate Port of Discharge.

On arrival at the Alternate port of discharge, all conditions of this Charter Party shall apply and there shall be no change in the freight except if the Alternate port of discharge is not a port specified in Box 16 and is more than one hundred (100) nautical miles away, in which case freight differential to be calculated according to the terms of this Charter Party.

Notwithstanding the above, the Charterers and the Owners may mutually agree in writing to allow the Vessel to follow ice breakers, such consent by the Owners not to be unreasonably withheld.

CLAUSE 32 - AMENDED BIMCO PIRACY CLAUSE

- (a) The Vessel shall not be obliged to proceed or required to continue to or through, any port, place, area or zone, or any waterway or canal (hereinafter "**Area**") which, in the reasonable judgement of the Master and/or the Owners, is dangerous to the Vessel, her cargo, crew or other persons on board the Vessel due to any actual, threatened or reported acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "Piracy"), PROVIDED ALWAYS that such risk is materially different in nature or extent to those prevailing at the date of entering into this Charter Party. Should the Vessel be within any such place as aforesaid which would expose the Vessel to a significantly increased risk of danger or is likely to be or to become significantly dangerous, after her entry into it, she shall be at liberty to leave it.
- (b) If in accordance with sub-clause (a) the Owners decide that the Vessel shall not proceed or continue to or through the Area they must immediately inform the Charterers and the Charterers shall be obliged to issue alternative voyage orders.
- (d) If the Owners consent or if the Vessel proceeds to or through an Area exposed to the risk of Piracy the Owners shall have the liberty:
 - (i) to take reasonable preventative measures to protect the Vessel, her crew and cargo, including but not limited to, compliance with BMP4 or any update, re-routing within the Area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel or equipment on or about the Vessel PROVIDED ALWAYS that if Owners deploy guards or security personnel to sail on the Vessel, such guards or security personnel shall be at the Owners' sole responsibility and expense, any time taken for their deployment shall be for Owners' account;

- (ii) to comply with the orders, directions or recommendations of any underwriters who have the authority to give the same under the terms of the insurance;
 - (iii) to comply with all orders, directions or recommendations given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group, including military authorities, whatsoever acting with the power to compel compliance with their orders or directions; and
 - (iv) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;
- (e) This clause 32 shall be incorporated into any bill(s) of lading issued pursuant to this Charter Party. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the Master signing bill(s) of lading as presented to the extent that the terms of such bill(s) of lading impose or result in the imposition of more onerous liabilities upon the Owner than those assumed by the Owner under this clause 33.
- (f) If in compliance with this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party. In the event of a conflict between the provisions of this Clause and any implied or express provision of the Charter Party, this Clause shall prevail to the extent of such conflict, but no further.

CLAUSE 33 - AMENDED WAR RISKS CLAUSE FOR VOYAGE CHARTERING, 2004 (Code Name: VOYWAR 2004)

(a) For the purpose of this Clause, the words:

- (i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
- (ii) "War Risks" shall not include Piracy as defined in clause 32 but shall include any actual, threatened or reported:

War; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or

political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Charter Party, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Charter Party provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

(c) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the Loading Port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.

(d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be

entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.

(e) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefore shall be for their account.

(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Charter Party, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners within 14 days after receipt of the Owners' invoice. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall reimburse the Owners for the actual additional premiums paid which may accrue from completion of discharge until the Vessel leaves such area or areas referred to above. The Owners shall leave the area as soon as possible after completion of discharge.

(f) The Vessel shall have liberty:-

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

(iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

(iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;

(v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;

(vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.

(g) If in compliance with any of the provisions of sub-clauses (b) to (f) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.

CLAUSE 34 - GENERAL AVERAGE

General average shall be adjusted, stated and settled in London in accordance with English law according to the York-Antwerp Rules 2004.

CLAUSE 35 - 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.

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.

CLAUSE 36 - LIEN

The Owners shall not have any lien right on the cargo of whatsoever nature and shall defend, indemnify and hold the Charterers harmless from any lien on cargo, freight or sub-freights exercised by the head owners and/or any disponent owners in the chartering chain and/or any third parties having provided any services to the disponent owners and/or the Vessel resulting from the failure of the Owners and/or any disponent owners in discharging their obligations to the

head owners and/or any disponent owners in the chartering chain and/or any third parties under this Charter Party, or under any other charter party.

CLAUSE 37 - LAW AND JURISDICTION

This Charter Party and any non-contractual obligations arising out of or in connection with it shall in all respects be governed by and construed exclusively in accordance with English law.

CLAUSE 38 - DISPUTE RESOLUTION CLAUSE

Any disputes arising out of or in connection with this Charter Party (whether of a contractual or non-contractual nature) shall be settled amicably.

In case no such settlement can be reached, the matter in dispute shall be referred to arbitration in London in accordance with English Law.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

The arbitration shall be conducted in English.

Any award of the arbitrators shall be final and binding upon the Parties, and may be entered in any court having jurisdiction.

CLAUSE 39 - ASSIGNMENT AND NOVATION

The Owners shall not transfer, novate or assign this Charter Party or any obligations or rights arising of this Charter Party to third parties unless the written consent of the Charterers is first

obtained. The Owners are always to remain fully responsible for the fulfilment of this Charter Party.

The Charterers may transfer, novate or assign this Charter Party and/or its receivables, in whole or in part, to their affiliates (a company or entity that directly or indirectly controls, is controlled by or is related by shareholdings to the Charterers) without the consent of the Owners.

CLAUSE 40 - DUES AND CHARGES

Any taxes, dues and other charges levied against the cargo, shall be the responsibility of and paid for by the Charterers.

Any taxes, dues and other charges levied against the Vessel, including but not limited to any boycott to the Vessel's flag, shall be the responsibility of and paid for by the Owners.

The Owners shall also be responsible and pay for any taxes, dues or other charges levied on freight earned such as Income tax or Freight tax.

Infrastructure Utilization Tax is for the Owners' account and A.F.R.M.M (Brazilian Maritime Renewal Tax) is for the Charterers' account.

All canals, locks and any other river or waterway tolls including but not limited to tolls and dues to be the responsibility of and paid for by the Owners.

CLAUSE 41 - BIMCO STANDARD ISM CLAUSE

The Owners shall ensure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. The Owners shall always provide a copy of the relevant Document of Compliance ("DOC") and Safety Management Certificate ("SMC") of the Vessel to be affreighted. 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 42 - BRAZILIAN NAVY SURVEY CLAUSE

The Owners confirm they will cooperate with Brazilian Navy's Directorate of Ports and Coasts (Coast Guard Equivalent) ("DPC") Programme of enforcing IMO/Solas Requirements (especially Rules 6 and 11 Chapter 1 Part B) directed to Bulk Carriers built over 18 years ago by which:

- I. Owners agree to furnish upon request the following documents for DPC's appraisal:
 - a) Detailed Survey Report from last dry-docking.
 - b) Status Report with recommendations or pending items with Classification Society.
 - c) All certificates required by International Conventions as well as Class Certificates and Vessel's registration in flag state.
 - d) Documents proving:

- (i) The Owners' full style;
 - (ii) Leading Hull underwriters; and
 - (iii) The Owners' P & I Club.
 - e) Following plans all approved by Classification Society:
 - (i) General Arrangement;
 - (ii) Shell Expansion;
 - (iii) Midships Section;
 - (iv) Transverse Bulkheads;
 - (v) Longitudinal Bulkheads (if any); and
 - (vi) Structural Profile.
- II. DPC requires the Owners to have the Vessel inspected prior to loading at a Brazilian port by a qualified surveyor from a recognised Classification Society independent from the Society under which Vessel is classed. The Report of such inspection must be submitted to DPC for final approval at least **[insert number of days]** days before the Vessel's arrival at the Loading Port. Any losses, liabilities, directly related costs and consequences incurred by the Charterers arising from such failure to comply with the requirements of this clause or submit a report satisfactory to DPC shall be for the Owners' account.

CLAUSE 43 - FORCE MAJEURE

Subject always to the obligation of the Owners to ensure that the Vessel is seaworthy before the commencement of the voyage, in the event that the Charterers or the Owners are unable to carry out their obligations under this Charter Party, wholly or in part, due to Force Majeure, defined as Act of God, bad weather, epidemics, quarantine, strikes, riots, lock out, stoppage of workmen (but not the Master or crew), light men, or other hands essential for loading and discharging the cargo, whether partial or general, arrest or restraint of princes, rulers or peoples to include but not to be limited to any government interference or policy decision with an effect on the Charterers' activities, accidents or breakdowns at the Loading Port(s), mines, railways or roads from the mines to the Loading Port(s), or any other reason whatsoever beyond the control of the parties, upon giving prompt notice of Force Majeure to the other party, the Parties shall be relieved without any obligations on its part from the performance of its obligations under this Charter Party, but only to the extent and only for the period that its performance of the said obligations is prevented by the circumstances of Force Majeure and time lost by reason of all or any of the said causes shall not count as laytime, even if the Vessel is on demurrage.

If a Force Majeure event continues for more than seven (7) consecutive days, then upon expiry of the seventh (7th) day of delay, the Charterers shall have the option within forty eight (48) hours to: (I) order the Vessel to remain waiting to load/discharge provided that half demurrage shall be paid to the Owners for the time spent waiting; or (II) order the Vessel to another safe port not affected by the Force Majeure event and if not a port specified in the Fixture Note, at a freight rate to be reasonably agreed and which shall return to the Owners the same daily hire charter rate as

if performing an intended voyage under this Charter Party and all time loss shall be borne by the Charterers at the demurrage rate specified in this Charter Party.

In circumstances in which the Charterers have exercised option (1) above and the Force Majeure event continues for a further [?] days following Charterers' exercise of the option, the Charterers may, on giving [?] business days prior written notice to the Owners, terminate this Charter Party in which case the Parties' further rights and obligations shall cease immediately except in relation to those Clauses necessary for the interpretation and enforcement of this Charter Party and without affecting any accrued rights and obligations of the Parties.

Furthermore, the Charterers and the Owners shall not, unless otherwise in this Charter Party expressly provided, be responsible for any loss or damage or delay or failure in performance hereunder arising or resulting from Force Majeure as defined above.

The Parties shall use all reasonable efforts to mitigate the effects of the Force Majeure event upon performance of their obligations under this Charter Party.

CLAUSE 44 - TERMINATION

Either Party may terminate this Charter Party by written notice if one of the following occurs:

- (i) if either Party (a) applies for or consents to or suffers the appointment of a receiver, trustee, custodian or liquidator over it or any of its property, (b) fails to pay its debts or admits in writing its inability to pay its debts as they mature, (c) makes a general assignment for the benefit of creditors, (d) files, or has filed against it, a petition for relief and/or for the protection from creditors under the laws of any country, (e) files, or has filed against it, a petition in bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment or debt, dissolution or liquidation by law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding of similar nature, or if corporate action shall be taken for the purpose of effecting any of the foregoing, or (f) becomes insolvent.
- (ii) If any representation or warranty made by or on behalf of either party pursuant to this Charter Party or in any document, instrument or certificate executed by one party in favour of the other pursuant to this Charter Party shall be untrue or misleading in any material adverse respect as of the date such representation or warranty was made or is deemed to have been made.
- (iii) the other party commits a material breach of any of its obligations under this Charter Party and, if the breach is capable of remedy, fails to remedy it within five (5) business days after

being given a written notice by the other party advising it of the breach and requesting it to be remedied;

The termination of this Charter Party by either party shall not in any way affect the accrued rights and obligations of the parties hereunder. The Parties' further rights and obligations shall cease immediately, except in relation to those Clauses, the survival of which is necessary for the interpretation and enforcement of this Charter Party.

CLAUSE 45 - PARAMOUNT

The Paramount Clause, the Hague and Hague-Visby Rules shall not apply to this Charter Party.

CLAUSE 46 - POLLUTION CLAUSE

During the term of this Charter Party, the Owners warrant that they will comply with all provisions of all Environmental and Pollution Acts, which are in effect. Should any delay to the Vessel nominated under this Charter Party or extension of the voyages occur from failure to comply with any of the provisions of the said Acts, rules and/or regulations or amendments thereto, such delays or extensions will not count as used laytime.

The Owners warrant that throughout the currency of this Charter Party they will provide the Vessel with the following certificates:

(a) If the Vessel is over 1,000 gross tons and is registered in, or is required to enter a port or offshore facility in the territorial sea of, a State Party to the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a Certificate issued pursuant to Article 7 of that Convention.

(b) If the Vessel is constructed or adapted for the carriage of persistent oil in bulk as cargo and is carrying more than 2,000 tons of such cargo, a Certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Oil Pollution Damage, 1992, as applicable.

(c) If the Vessel is over 300 gross tons and is required to enter US navigable waters or any port or place in the US, a Certificate issued pursuant to Section 1016 (a) of the Oil Pollution Act 1990, and Section 108 (a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part 138.

The Vessel nominated under this Charter Party shall have equipment in good working order and in compliance with the regulations of the countries in which the Vessel can be nominated under this Voyage Charter Party. The Owners are to ensure that the Vessel is at all times in possession of valid and up-to-date certificates of efficiency to comply with such regulations known on the date of this Charter Party. If stevedores, longshoremen or other workmen are not permitted to work due to failure of the Master and/or the Owners' agents to comply with the aforementioned

regulations, or because the Vessel is not in possession of such valid and up-to-date certificates of efficiency, any delay thereto shall be for the Owners' account and laytime will not count until the Vessel is in a position to comply with the aforementioned regulations.

Owners shall keep Charterers indemnified for all expenses, losses, liabilities, costs and consequences whatsoever and howsoever arising from pollution accidents/incidents caused by Owners. Charterers shall not be liable for any damages, losses, costs and expenses caused by pollution accidents/incidents by the Vessel and/or Owners.

CLAUSE 47 - ISPS

ISPS Clause shall be incorporated to this Charter Party, with the following amendments:

(A)

- (i) From the date of coming into force of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) in relation to the Vessel, the Owners shall procure that the Vessel (as defined by the ISPS Code) shall comply with the requirements of the ISPS Code relating to the Vessel. Upon request, the Owners shall provide a copy of the 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 Office (CSO).
- (ii) 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 to comply with the requirements of the ISPS Code or this Clause shall be for the Owners' account.

(B)

- (i) The Charterers shall provide the CSO and the Ship Security Officer (SSO)/Master with their full style contact details and any other information the Owners require to comply with the ISPS Code.
- (ii) Except as otherwise provided in this Charter Party, loss, damage expense or delay, excluding consequential loss (whether directly or indirectly caused), caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers account and any delay caused by such failure shall be compensated at the demurrage rate specified in this Charter Party.

- (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 Charterers' account, unless such costs or expenses result solely from the Owners' fault. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

- (D) If either party makes any payment, which is for the other Party's account according to this Clause, the other party shall indemnify the paying party.

CLAUSE 48 - CONFIDENTIALITY

This Charter Party or any other information, verbal or in writing, arising from or in connection with it, shall be kept strictly private and confidential for a period of five (05) years from the date of the execution of this Charter party. Confidentiality shall be considered as a condition of this Charter Party.

The obligations set forth hereof shall not apply to any information disclosed hereunder which a Party can prove:

- a) is generally available to the public or has become part of the public domain by publication or otherwise through no fault of the other Party;
- b) was already known to a Party and was not disclosed directly or indirectly by the other Party;
- c) is required by a Court order not subject to appeal (and in such case only after giving two (2) business days prior written notice to the other Party).

In addition to the above, the Parties agree that the Charterers are, in their absolute discretion, permitted to disclose a copy of this Charter Party to the shippers named on the bills of lading and/or the cargo receivers.

CLAUSE 49 - LIMITATION OF LIABILITY

Subject to the provisions of this clause, either Party shall forthwith on demand indemnify the other Party against any claim, loss, liability or damage which such party shall incur as a consequence of any breach by the other party of this Charter Party (including but not limited to any claim, loss, liability or damage such party may incur to a third party).

Notwithstanding the provision above, the Parties shall not be liable whether under Charter Party, in tort (including negligence), strict liability or otherwise, for:

- (a) loss of anticipated profits or revenues (whether directly or indirectly caused); or

(b) consequential and/or indirect losses or damages,

of any nature whatsoever arising at any time from any cause whatsoever. This clause shall apply notwithstanding any other provision in this Charter Party.

CLAUSE 50 - BOTH TO BLAME COLLISION

The Both to Blame Collision Clause shall not apply to this Charter Party.

CLAUSE 51 - ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS

The Parties hereby represent and warrant to each other as follows:

(i) Each Party: (a) is duly organized, validly existing and in good standing under the laws of the place of its incorporation; (b) is duly qualified to transact business in every jurisdiction where, because of the nature of its business or property, such qualification is required; (c) has full power and authority to own its property and assets and to carry on its business as now conducted; (d) has full power to execute, deliver and perform its obligations hereunder and (e) possesses all necessary approvals and licenses from the relevant governmental authority or as otherwise may be required in order to conclude this Charter Party and to perform its obligations hereunder.

(ii) The execution and delivery of, and the performance by each Party of its obligations under this Charter Party: (a) are within its corporate powers; (b) have been duly authorized by all requisite corporate action; (c) do not violate any provision of law, any order of any court or other agency of government, its corporate chapter or by-laws; and (d) do not violate any indenture, agreement or other instrument to which each Party is individually a party to, or by which it is bound, or is in conflict with, results in a breach of, or constitutes (with due notice or lapse of time or both) a default under any such Charter Party.

(iii) There is no action, suit or proceeding at law or in equity by or before any governmental authority now pending or, to the knowledge of each Party, threatened against or affecting each Party which, if adversely determined, would have a material adverse effect on each party's ability to perform its obligations under this Charter Party.

(iv) This Charter Party represents a legal, valid and binding obligation on each Party and is enforceable against each Party, in accordance with its terms except as such enforceability may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(v) The Owners hereby represent that it presently holds all necessary approvals, licenses and permits from the relevant governmental authority for the performance of this Charter Party.

(vi) The Owners and The Charterers hereby covenant and agree that until the full obligations under this Charter Party have been properly performed and discharged, whether now existing or arising hereafter, Owners and Charterers shall:

- (a) Do or cause to be done all things necessary to preserve, renew and keep in full force and affect its corporate existence;
- (b) Comply with all applicable laws, rules, regulations and orders, whether now in effect or hereafter enacted or promulgated by any applicable governmental authority;
- (c) Do or cause to be done all things necessary to maintain in full force and effect all licenses and permits and insurance that are material or necessary for the operation of its business in connection with the performance of its obligations hereunder; and
- (d) Do or cause to be done all things necessary to preserve, renew and keep in full force approvals, licenses and permits from the relevant governmental authority, necessary for the performance of this Charter Party.

CLAUSE 52 - NOTIFICATION OF CLAIMS

The Owners must present to the Charterers any claim for demurrage in writing within 90 days after completion of discharge together with supporting documentation substantiating each and every constituent part of the claim, failing which any such claim shall be deemed extinguished and the Charterers will be discharged from all liability in respect of any claim for demurrage.

CLAUSE 53 - THIRD PARTY ARREST

Should the Vessel be arrested during the currency of this Charter Party at the suit of any party having or purporting to have a claim against any interest in the Vessel other than the Charterers and not arising from this Charter Party, the Owners shall indemnify the Charterers for any expenses, losses, liabilities, costs and consequences incurred by the Charterers as a direct or indirect result of the arrest. Any time lost not to count as laytime, even if the Vessel is already on demurrage.

CLAUSE 54 - GENERAL

The headings in this Charter Party are included for convenience only and shall affect neither the construction nor interpretation of any provision of this Charter Party nor the rights or obligations of the Parties to this Charter Party. If any one or more of the terms, conditions or provisions in this Charter Party or any part thereof shall be held to be invalid, void or of no effect for any

reason whatsoever, the same shall not affect the validity of the remaining terms, conditions or provisions of this Charter Party which shall remain and subsist in full force and effect.

No failure or delay by a Party to exercise any right or remedy provided under this Charter Party or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

All notices given by either party shall be in writing (cable, telex, fax, e-mail, registered or recorded mail, or by personal service) and shall be in English.

CLAUSE 55 - ENTIRE CONTRACT

This Charter Party constitutes the entire agreement between the Parties and supersedes all prior discussions, representations, warranties, and can be amended only by a written addendum signed by the Parties.

CLAUSE 56 - ADDITIONAL CLAUSES FOR FTS TRADE ONLY

Owners guarantee that the Vessel has max wlthc of 27.5m in ballast condition and, if possessing side-rolling hatch covers, same not to overhang on the starboard side exceeding 1m.

DOUBLE BANKING CLAUSE:

(A) Charterers have the right to order the Vessel to load the complete cargo or part of it alongside the Floating Transfer System ("**FTS**"). The complete cargo or part of it may be loaded from the FTS or another vessel or vessels of any size or description whatsoever using the FTS. Loading operations may include the use of floating cranes and barges and/or lighters;

(B) Loading shall be carried out in conformity with best industry practice. Owners undertake that the Vessel and her crew shall comply with best industry practice and Charterers undertake that the FTS and her personnel shall likewise comply with best industry practice;

(C) Charterers shall have the right, at their expense, to appoint supervisory personnel to attend on board the Vessel including a Mooring Master, to assist in the discharge/transshipment operation;

(D) If the Master reasonably considers that the load operation is, or may become, unsafe he may order that the operation be suspended or discontinued and may remove the Vessel until in his reasonable opinion it is safe to recommence the discharging/transshipment operation

BILLS OF LADING for FTS Operations will state: "As this cargo will be trans-shipped from Vale floating transfer system (FTS) at Subic Bay, bills of lading issued under this Charter Party shall name the port of origin in Brazil as the actual loading port, without prejudice to owners rights and responsibilities under this Charter Party. Place of issue of bill of lading to be Rio de Janeiro. The attached bill of lading to be applicable to the fixture and the only logical changes will only be the

vessel's name, quantity loaded and bill of lading date of issue. No LOI to be required by owners for issuing such bills of lading."

CLAUSE 57 - ADDITIONAL CLAUSE FOR UPRIVER ARGENTINA TRADE ONLY

At San Nicolas/Rosario, Owners will nominate a cargo quantity based upon the maximum permissible sailing draft available at San Nicolas/Rosario port that day as informed by the coast guard at or about 10am local time. As soon as the nominated cargo quantity is loaded or the maximum sailing draft is reached, whichever is sooner, the quantity of cargo then loaded is to be treated as a full and complete cargo and the Vessel will leave the port without delay.

In circumstances where the vessel has loaded within 97% or more of the total quantity so nominated and to load further cargo would prevent the vessel from reaching a restriction point in the river in good time to depart that day, the quantity of cargo then loaded is to be treated as a full and complete cargo and the vessel will leave the port without delay and in sufficient time to transit the river restriction points.

In the event that neither the cargo quantity so nominated is loaded, nor the maximum sailing draft is reached, nor has the vessel loaded within 97% or more of the total quantity nominated at a time when to load more would prevent the vessel transiting a river restriction point without delay, the Master will be at liberty to re-nominate the cargo quantity based upon the maximum permissible sailing draft available at San Nicolas/Rosario port the next day as informed by the coast guard at or about 10am local time always providing that at no time are the Master or Owners entitled to stop loading operations in an attempt to increase the loadable quantity.

In case Vessel is geared/grabber, Charterers to have free use of Vessel's cranes/grabs but always within swl.

APPENDIX A – VESSEL’S DESCRIPTION AND OTHER DETAILS