

## ClearVoy 2010

<b>1. Place and Date</b> Geneva PROFORMA	
<b>2. Owner and Place of business</b> ,	<b>3. Charterer and Place of business</b> ,
<b>4. Vessel's Name</b>	<b>5. Flag and Age</b>
<b>6. Vessel's Desc. otherwise as per Appendix A</b>	<b>7. Itinerary</b>
<b>8. Loading Port(s)</b>	<b>9. Discharge Port(s)</b>
<b>10. Full and complete/Part Cargo and Quantity</b>	<b>11. Laycan Commencement / Cancelling</b>
<b>12. Freight Rate</b>  free/liner in and free/liner out and spout/dump /machine trimmed, or stowed, dunnaged, lashed and secured.	<b>13. Laytime for Loading Port(s)</b>
<b>14. Demurrage / Despatch</b>	<b>15. Laytime for Discharge Port(s)</b>
<b>16. Turn Time Load Port(s)</b>	<b>17. Turn Time Discharge Port(s)</b>
<b>18. NOR at Load Port(s)</b>	<b>19. NOR at Discharge Port(s)</b>
<b>20. Agents at Load Port(s)</b>	<b>21. Agents at Discharge Port(s)</b>
<b>22. Address Commission</b>	<b>23. Brokerage</b>

Delete italics where appropriate.

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Contract attached. In the event of a conflict of conditions, the provisions of this face page note shall prevail over those in the Contract attached.

<b>Signature (Owner(s))</b>	<b>Signature (Charterer(s))</b>
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**1. Parties**

It is this day mutually agreed between the party mentioned in Box 2 as Owner/Disponent Owner/ Time Charter Owner (hereinafter called Owner) of the Vessel named in Box 4, classed Lloyds + 100 A1 (or equivalent at a classification society that is a member or the International Association of Classification Societies), described in Box 5&6 and further detailed per Appendix A and the party mentioned in Box 3 as Charterer that:

**2. Vessel**

The said Vessel, being warranted tight, staunch, strong and in every way fitted for the voyage and the cargo, shall after delivery of her previous cargo, proceed with all convenient speed to the loading port(s) or place(s) stated in Box 8 and there load always afloat as directed by Charterer or its designated representatives, cargo as stated in Box 10, not exceeding what she can reasonably stow and carry and being so loaded, shall with all convenient speed proceed directly to the discharging port(s) or place(s) stated in Box 9 and there deliver the cargo, always afloat as directed by Charterers or their designated representatives. Nothing herein shall affect the responsibilities and obligations of the master and Owners in respect of the loading, carriage and care of cargo under this Charter nor prejudice the rights of Charterers should any contamination or damage be subsequently found.

Owners warrant that Vessel (a) is fully Rightship Approved, ITF and ISSC compliant (b) has on board all papers and certificates required by any applicable law so as to enable the Vessel to perform the charter service and (c) can comply with all restrictions, regulations and requirements at all ports, anchorages, waterways, rivers, canals and straits at or through which the Vessel may be requested to call or pass under this Charter. All costs from ISM and ISPS to be for Owner's account. Cargo is always to be loaded, carried and discharged in accordance with the rules and requirements of IMO.

**3. Freight Rate**

Freight, inclusive of all port charges, pilotages, towages, canal transit time, light dues and all other dues payable by Vessel, shall be paid at the rate stated in Box 12. No freight shall be payable on any quantity in excess of the maximum quantity consistent with the International Load Line Convention in force at such time.

**4. Initial Freight Payment**

Charterer shall pay freight on Bill of Lading weight in United States Dollars to Owner's account as per Appendix B. 95 percent of Bill of Lading quantity shall be paid within five (5) banking days of signing and releasing freight prepaid / freight payable as per contract, at Charterer's Option, Bills of Lading. Discountless and non-returnable whether Vessel and/or cargo is lost or not lost.

The balance of freight, together with settlement of despatch and/or demurrage if applicable, shall be paid within Thirty (30) days after right and true delivery of the cargo and tender of time sheets, Statement of Facts and signed Notice of Readiness with Owner's calculations of any demurrage or despatch incurred at the loading and discharging ports.

**5. Settlement of Balance of Freight/Demurrage**

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

**6. Bills of Lading**

If requested by Charterer, Master shall authorise the agents at load port to sign and release on his behalf three negotiable Bills of Lading or non negotiable Seaway Bills, at any time Charterer's or Shipper's request this for any quantity loaded up to that time. Shipper's weights in accordance with the shore scales/tally/weighbridge/draft survey (in Charterer's exclusive option) at the loading port shall be accepted as tonnage shipped and Mate's Receipts shall be drawn up accordingly. Bills of Lading or Seaway Bills are always to be drawn up in conformity with the Mate's Receipts. Upon completion of loading Owner shall release three negotiable Bills of Lading or non negotiable Seaway Bills, claused "Freight Prepaid" or at Charterer's option "Freight Payable as per Contract", to Shippers or their representatives. Notwithstanding any other provision of this Charter, Owners shall be obliged to comply with any orders from Charterers to discharge all or part of the cargo provided that they have received from Charterers written confirmation of such orders.

**7. Laydays and Cancellation**

Time for loading shall not commence before "Laycan Commencement " as per Box 11.

Charterer shall have the right to cancel this Contract or at its option the voyage in question should there be any material misrepresentation made by Owner in respect of the Vessel's particulars, the Vessel's suitability to perform the voyage, the Vessel's position and/or itinerary or should the Vessel not have tendered Notice of Readiness in accordance with Clause 10 on or before the Cancelling date as per Box 11. Charterers' right/option to be exercised within 96 hours of becoming aware of such misrepresentation or breach.

**8. Loading Terms**

The cargo shall be loaded at the average rate stated in Box 13 per weather working day of 24 consecutive hours. Time shall not count for opening and closing of hatches at commencement and completion of loading at each port, even if Vessel is on Demurrage. Laytime to be calculated basis quantity for which freight is paid, including deadfreight. Laytime to cease counting upon completion of loading.

71. **9. Discharging Terms**  
 72. The cargo shall be discharged at the average rate stated in Box 15 per weather working day of 24 consecutive  
 73. hours. Time shall not count for opening and closing of hatches at commencement and completion of discharge at  
 74. each port, even if Vessel is on Demurrage. Laytime to be calculated basis quantity for which freight is paid, including  
 75. deadfreight. Laytime to cease counting upon completion of discharging.
76. **10. Tendering of Notice of Readiness at Load Port(s)**  
 77. Notice of Readiness (NOR) at load port shall be tendered in writing by facsimile, email or courier, to  
 78. Charterer/Charterer's agent only as per Box 18 after the Vessel has arrived at loading berth and is in all respects  
 79. ready and in free pratique (relevant contact details to be provided on fixture). If the loading berth is unavailable at this  
 80. time the Vessel may tender NOR from the normal recognised waiting place designated by the Port Authority, even if  
 81. outside the normal port limits and whether or not the Vessel has been cleared by customs and/or quarantine  
 82. Authorities.
83. At load port, Owner/Master are not to tender, nor is Charterer obliged to accept, Vessel's NOR prior to  
 84. commencement of laycan, unless otherwise previously agreed.
85. Time for loading shall count as stated in Box 16 after NOR has been tendered and accepted by Charterer.
86. In the event that Charterer or Shippers can arrange to load before time commences to count, Master shall allow work  
 87. to be done, in which case half actual time used to count. Time used by the Vessel in shifting from waiting place or  
 88. anchorage to loading berth or place until Vessel is customs cleared and in free pratique and any time making ready  
 89. for loading and any time lost before berthing (after tendering NOR) due to delay to the Vessel, shall not count as  
 90. laytime or time on demurrage unless such delay is directly caused by action of Charterer.
91. **11. Tendering Notice of Readiness at Discharging Port(s)**  
 92. Notice of Readiness (NOR) at discharge port shall be tendered in writing by facsimile, email or courier, to Charterer/  
 93. Charterer's agent only as per Box 19 after the Vessel has arrived at discharging berth and is in all respects ready  
 94. and in free pratique (relevant contact details to be provided on fixture). If the discharging berth is unavailable at this  
 95. time the Vessel may tender NOR from the normal recognised waiting place designated by the Port Authority, even if  
 96. outside the normal port limits and whether or not the Vessel has been cleared by customs and/or quarantine  
 97. authorities.
98. Time for discharging shall count as per Box 17 after NOR has been tendered and accepted by Charterer. However in  
 99. the event that Charterer or Shippers can arrange to discharge before time commences to count, Master shall allow  
 100. work to be done, in which case half actual time used shall count. Time used by the Vessel in shifting from waiting  
 101. place or anchorage to discharging berth or place until Vessel is customs cleared and in free pratique and any time  
 102. making ready for discharging and any time lost before berthing (after tendering NOR) due to delay to the Vessel,  
 103. shall not count as laytime or time on demurrage unless such delay is directly caused by action of Charterer.
104. **12. Laytime at Additional Ports**  
 105. At the second (and subsequent) loading and/or discharging port(s) the Vessel shall tender NOR and laytime or time  
 106. on demurrage shall resume counting as per Clauses 10 and/or 11. Time counting at the second (and subsequent)  
 107. loading and/or discharging port(s) shall always be subject to the exceptions specified in Clause 8 and/or 9.
108. **13. Shifting Cost and Time**  
 109. If more than one berth or place at any loading and/or discharging port has been agreed, shifting costs including  
 110. bunkers consumed shall be for Owner's account. Time so used shall not count as laytime or time on demurrage.
111. **14. Warping**  
 112. The Vessel shall move along any one berth or installation, as reasonably required by Charterer or Terminal Operator,  
 113. solely for the purpose of making any hatch or hatches available to the loading or discharging facilities at the berth or  
 114. installation. All costs including bunkers shall be for Owner's account. Time used for warping shall not count as  
 115. laytime or time on demurrage and warping to be done by Vessel's crew, where local regulations permit.
116. **15. Demurrage and Despatch**  
 117. Demurrage at the rate specified in Box 14 for laytime exceeded in loading and/or discharging shall be paid by  
 118. Charterer. Despatch at the rate specified in Box 14 for laytime saved in loading and/or discharging shall be paid by  
 119. Owner. Settlement shall be in accordance with Clause 4. Laytime shall be non-reversible.
120. **16. Overtime**  
 121. All overtime expenses at loading and discharging port(s) shall be for account of the party ordering the overtime. If  
 122. overtime is ordered by port authorities or the party controlling the loading or discharging terminal or facility, such  
 123. expenses shall be for Charterer's account. Overtime expenses for the Vessel's officers and crew shall always be for  
 124. Owner's account.
125. **17. Stevedoring**  
 126. Provided the cargo is not being loaded or discharged under liner terms as per Clause 8 & 9, it shall be loaded,  
 127. stowed, secured or spout/dump/machine trimmed and discharged free of risk to the Vessel and to the Master's  
 128. satisfaction in respect of seaworthiness. Stevedores at loading and discharging ports are to be appointed and paid  
 129. for by Shipper(s), Receiver(s) or Charterer and shall work under the supervision of the Master.
130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143.

144. If it is required by the custom of the port, the Vessel's crew shall operate free of expense to Charterer the Vessel's  
 145. cargo gear, if fitted, to load and unload mechanical equipment used in bulk cargo operations. If Charterer requires it  
 146. and local regulations permit, crew are to carry out cargo handling operations.

#### **147. 18. Lighterage**

148. Charterer has the option to load from barges sent alongside and/or discharge into barges sent alongside.

#### **149. 150. 151. 19. Hold Cleanliness**

152. At the loading port(s) the Vessel's holds shall be suitable in all respects (which shall include a gas-free certificate if  
 153. the Vessel is a combination carrier) to receive the cargo to be loaded under this Contract to the satisfaction of an  
 154. independent surveyor and/or such recognised local authority as the regulations or Shippers may require. If the  
 155. Vessel's holds are found to be unsuitable, any time lost until the Vessel is accepted and is ready in all respects as if  
 156. the Vessel has not originally been rejected to load, shall not count as laytime or as time on demurrage. Any  
 157. expenses directly attributable thereto including but not limited to standby of trucks, labour and mechanical equipment  
 158. shall be for Owner's account. Nothing herein shall affect the responsibilities and obligations of the master and  
 159. Owners in respect of the loading, carriage and care of cargo under this Charter nor prejudice the rights of Charterers  
 160. should any contamination or damage be subsequently found, to contend that the contamination or damage was  
 161. caused by inadequate cleaning and/or a breach of this or any other provision of this Charter.

162. Vessel's holds and tank tops shall be suitable for the utilisation of grabs and any other mechanical equipment used  
 163. in loading and discharging operations. No cargo shall be loaded in any space which is inaccessible or unsuitable for  
 164. such equipment.

#### **165. 166. 167. 20. Lighting**

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

#### **170. 171. 21. Vessel Deficiencies**

172. In the event of a deficiency affecting the Vessel's ability to ballast and de-ballast or any other equipment, required for  
 173. the loading and discharging operations, any time lost not to count as laytime or time on demurrage. All costs and  
 174. expenses incurred as a result of any such deficiency shall be for Owner's account. Owners shall be liable to  
 175. Charterers for any and all losses arising as a result of Vessel deficiency.

#### **176. 177. 22. Trading Certificates**

178. Owner undertakes as a condition that throughout the term of this Contract the Vessel shall be in all respects eligible  
 179. under applicable conventions, laws and regulations for trading/entry to the ports and places as specified in this  
 180. Contract and that at all times the Vessel shall have on board for inspection by the appropriate authorities all  
 181. certificates, reports, records, compliance letters and other documents required for such services, including but not  
 182. limited to certificates of financial responsibility for pollution.

#### **183. 184. 23. International & Local Regulations**

185. The Vessel shall comply with all applicable international and local laws and regulations, at any port of call under this  
 186. Charter Party. All time lost by reason of the relevant authority declaring the Vessel to be in non-compliance with any  
 187. of the afore mentioned shall not count as laytime or as time on demurrage and any expenses directly attributable  
 188. thereto including but not limited to standby of trucks, labour and mechanical equipment shall be for Owner's account.

#### **189. 190. 24. Restrictions, Routing & Rotation**

191. The Vessel shall proceed to the first or sole discharging port via the most direct route unless otherwise agreed.  
 192. Loading and discharging port(s) rotation shall be in Owner's option, unless otherwise agreed.

193. Prior to arrival at loading and discharging port(s) Owner and Master to be solely responsible to determine the  
 194. applicable size, draft, length, beam and air draft limitations and any other restrictions.

#### **195. 196. 25. Transfer**

197. Charterer shall have the privilege of transferring part or whole of this Contract to others, guaranteeing to Owner due  
 198. fulfillment of this Contract.

#### **199. 200. 26. Notices**

201. Owner or Master shall tender 20/15/10 day approximate notices, followed by 7/5/3/2/1 days definite notices of  
 202. Vessel's expected time of arrival (ETA) at the loading port(s) to the agents and Charterer.

203. Owner or Master shall tender 20/15/10 days approximate notices, followed by 7/5/3/2/1 days definite notices of  
 204. Vessel's expected time of arrival (ETA) at the discharge port(s) to the agents and Charterer.

205. Should Owner and/or Master fail to give any of the definite notices, then 24 hours shall be added to the allowed  
 206. laytime for each failure by Owner and the Master to do so.

207. Charterer is to be kept advised of any alteration in the Vessel's expected readiness to load or discharge. If Owners  
 208. fail to advise of any alteration in excess of 12 hours, Owners shall be liable to Charterers for any and all losses  
 209. arising out of such failure.

215. **27. Agents**  
 216. The Vessel shall be consigned to Charterer's nominated agents as specified in Box 20 at load port and Box 21 at  
 217. discharge port, unless otherwise agreed, Owner paying customary fees.
218. **28. Draft Survey**  
 219. If a draft survey is required to establish the Bill of Lading weight as per Clause 6, Charterer, Shipper(s) and/or  
 220. Receiver(s) shall appoint and pay for the surveyor. Time used for the draft survey shall neither count as laytime nor  
 221. time on demurrage.
222. While the surveyor is taking draft readings and/or tank soundings, Master is not to take on board or pump ballast at  
 223. load and discharge ports without obtaining permission from Charterer, and Vessel is not to take on, release or switch  
 224. from one tank or other compartments to another any ballast, fresh water or fuel oil.
225. **29. Non-presentation of Bills of Lading**  
 226. If requested by Charterer, the Master shall release all or part of the cargo at the discharging port(s) or at a discharge  
 227. port or place other than that named in the bill of lading without presentation of original Bills of Lading. Prior to  
 228. discharge Charterer shall provide and Owner shall accept a Letter of Indemnity in substantially the same form as  
 229. appears in Appendix D, E or F (as appropriate) but without a bank guarantee. Such Letter of Indemnity shall  
 230. automatically become null and void and to be promptly returned to Charterer upon presentation of the original Bill of  
 231. Lading to Owner or Master.
232. **30. Change of Ownership/Management**  
 233. The Vessel shall not change ownership, flag, class, technical and/or crew management ("a change") during the  
 234. currency of this voyage without Charterer's prior approval, such approval not to be withheld unreasonably.
235. If and when a request to approve a change is received from Owner, Owner to provide such information about the  
 236. proposed new Owner and/or managers as Charterers may reasonably require and the proposed new Owner and/or  
 237. managers shall be assessed by Charterer's vetting officer prior to Charterer's approval being granted.
238. **31. ITF and Boycott**  
 239. Owner undertakes as a condition that the present terms and conditions of employment of the crew comply with an  
 240. ITF Agreement or a bona fide Trade Union Agreement that is acceptable to the ITF and their representatives and will  
 241. remain so for the duration of this Contract. In the event of loss of time and/or extra expenses incurred due to boycott  
 242. of the Vessel (whether actual or threatened) and/or dispute with labour because of the Vessel's flag or nationality of  
 243. Owner, Master, Officers or crew are employed, such time shall neither count as laytime nor time on demurrage and  
 244. such extra expenses shall be for Owner's account. Owners shall be liable for any and all losses suffered by  
 245. Charterers should Owners undertaking prove to be wrong at any stage during the period of this Charter.
246. **32. Strike Clause**  
 247. Time lost in loading and/or discharging by reason of any of the following causes shall neither count as laytime nor  
 248. time on demurrage: strikes, lockouts or stoppages of personnel connected with mining, production, port or facility  
 249. services or any Transport and/or handling of the cargo whether inland or at the port or facility. Furthermore,  
 250. Charterer, Shipper(s) and/or Receiver(s) shall not be liable or otherwise responsible for delays in loading and/or  
 251. discharging the Vessel if prevented by any of the foregoing causes.
252. **33. Force Majeure**  
 253. Subject to Ice Clause, Owner shall not be liable to Charterer, nor will Charterer be liable to Owner, for any delay or  
 254. failure in the performance of obligations hereunder including the counting of laytime and/or time on demurrage, if  
 255. such failure or delay is due to or results from an act of war or the anticipated imminence thereof; restraints of rulers,  
 256. governments, or people; act of terrorism; legislation, decrees, orders, regulations or the like in the country of origin or  
 257. of Vessel's flag; blockade, sanctions, civil commotion, political disturbances, breakdowns, accidents, or stoppages  
 258. whether total or partial, at ports, on railways, or other means of transport to or from the ports; epidemics; quarantine;  
 259. Act of God; weather (including drought, fog, frosts, floods, snow, storms, tempest or washaways) or any other event  
 260. or occurrence of any nature or kind whatsoever beyond the reasonable control of Owner and/or Charterer or, in  
 261. connection with Charterer, any financial impecuniosities of Charterer's intended buyers or other related default(s), in  
 262. circumstances where, if relevant, alternative cargo(es) are not (in Charterer's discretion) commercially attainable.
263. The party whose performance of any obligation is directly affected, or who has reason to believe such performance  
 264. may be affected, by reason of any of the causes referred to above shall, as promptly as possible, give notice thereof  
 265. to the other party concerned in writing, and shall also within ten (10) days thereafter notify the other party concerned,  
 266. in writing, of particulars of the relevant event and supply supporting evidence.
267. Should any of the circumstances detailed above lead to delays up to thirty (30) days in duration, for any of the  
 268. contracted cargo(es), then either Charterer or Owner, shall take reasonable steps to make good and resume with the  
 269. least possible delay, compliant with their obligations under this Contract.
270. Should any of the circumstances detailed above lead to delays in excess of thirty (30) days, for any of the contracted  
 271. cargo(es), then either Charterer or Owner, shall have the right to cancel this Contract with five (5) days written notice,  
 272. without liability to either party; alternatively by mutual agreement, this Contract shall be suspended for the period so  
 273. affected and Owner and Charterer shall negotiate and so decide whether terms of this Contract shall be extended  
 274. beyond the original term by the period of suspension hereof.

286.  
287. If the cumulative Force Majeure events in any contract year total more than thirty (30) days, Charterer shall also have  
288. the right to reduce the contractual number of shipments to be performed in that contractual year.  
289.

#### **34. Taxes and Dues**

290. Owner shall pay all dues, charges and taxes customarily levied on the Vessel including any income or freight tax  
291. applicable at loading port(s) or country, howsoever the amount thereof may be assessed, as well as taxes levied on  
292. the freight. Charterer shall pay all dues, charges, duties and taxes customarily levied on the cargo; howsoever the  
293. amount thereof may be assessed. Owner shall pay all canal, lock, seaway and any other river or waterway tolls,  
294. dues and charges, howsoever the amount thereof is assessed.  
295.

#### **35. Extra Insurance**

296.  
297. Extra insurance on the Vessel and/or cargo on account of the Vessel's ownership, flag, classification, or age to be for  
298. Owner's account. Charterer may elect to deduct extra insurance on the cargo from payment of freight, in which case  
299. Charterer shall furnish evidence of payment in support of such deduction.  
300.

#### **36. Stevedore damage**

301.  
302. At loading and discharging ports, any stevedore damage to the ship shall be settled between Owner and  
303. Stevedore(s). However, Charterer shall render all reasonable assistance to Owner in the pursuit of their claim  
304. against the Stevedore(s) for settlement of damage to the Vessel caused by the Stevedore(s).  
305.

#### **37. Dry docking**

306.  
307. The Vessel shall not be dry-docked during the currency of this Contract except in case of emergency.  
308.

#### **38. Deviation**

309.  
310. The Vessel shall have the liberty to deviate for the purpose of saving life or property, with leave to sail without pilots,  
311. tow or to be towed and assist Vessels or to be assisted. Salvage shall be for Owner's sole benefit.  
312.

#### **39. Bunkering**

313.  
314. The Vessel shall have liberty as part of the contract voyage to proceed to any port or ports at which fuel is available  
315. for the purpose of bunkering at any stage of the voyage whatsoever and may there take fuel in any quantity in the  
316. discretion of Owner even to the full capacity of the fuel tanks and deep tanks or any other compartment in which fuel  
317. can be carried, whether such amount is required or is not for the Chartered voyage.  
318.

#### **40. Lien & Cesser**

319.  
320. All liability of Charterer shall cease on completion of loading except for payment of freight, deadfreight and/or  
321. demurrage. Owner has a lien on cargo for freight, deadfreight and/or demurrage only.  
322.

#### **41. Protection & Indemnity (P&I) Cover and Hull & Machinery Insurance.**

323.  
324. Owner undertakes as a condition that the Vessel is entered with a P&I Club in the International Group of P&I Clubs  
325. for full coverage and that the Vessel's hull and machinery is fully insured and shall remain so for the duration of this  
326. Charter Party.  
327.

#### **42. Pollution Indemnity**

328.  
329. Owner agrees to indemnify Charterer, their agents, or any other party against any liabilities which may be imposed  
330. on them or which they may incur under any statute regarding liability for pollution of waters by oil or other  
331. substances, by reason of any contravention of such statute by the Vessel, the Master or any servant or agent of  
332. Owner provided that such contravention shall not have been caused or contributed to by the party seeking to be  
333. indemnified under this Contract. Owner undertakes as a condition that the Vessel is entered in a P&I Club with cover  
334. for liabilities arising out of any contravention as aforesaid. Laytime shall not count nor shall demurrage accrue for any  
335. time lost through non-conformity with the above.  
336.

#### **43. Health and Safety**

337.  
338. Owner shall have on board the Vessel an effective occupational health and safety policy with the objective that due  
339. care and attention is given by crew members to safe working practices in all operations pertaining to the Vessel.  
340. Owner shall have a policy regarding drug and alcohol abuse onboard the Vessel with the objective that no crew  
341. member will navigate the Vessel or operate its onboard equipment whilst impaired by drugs or alcohol. The policy will  
342. also have the objective of strictly prohibiting the possession, use, transport and distribution of illicit or non-prescribed  
343. drugs by crew members and shall meet or exceed the standards set out in the "Guidelines for the Control of Drugs  
344. and Alcohol on board Ship" as published by OCIMF. Owner shall exercise due diligence throughout the currency of  
345. this Contract to ensure that such policies are complied with.  
346.

#### **44. Inspection**

347.  
348. Charterer or their representative shall be allowed to inspect the Vessel in port at any reasonable time provided that  
349. loading or discharging operations are not affected. This inspection will be to assess the Vessel's quality of  
350. maintenance and other Operational standards. Master and crew shall extend all reasonable assistance and co-  
351. operation to Charterer or their representative. Upon request, Owner/Master to make available the Vessel's logs for  
352. inspection by Charterer or their representative.  
353.

#### **45. Bimco ISM Clause**

354.  
355. Owner shall procure that both the Vessel and "the Company" (as defined by the International Safety Management  
356. Code (ISM Code) shall comply fully with the requirements of the ISM Code where applicable during the currency of  
357. this Contract. Upon request the Owner shall provide a copy of the relevant Document of Compliance (DOC) and  
358.

360. Safety Management Certificate (SMC) to Charterer.  
 361.  
 362. Except as otherwise provided in this Contract, loss, damage, expense or delay caused by failure on the part of Owner  
 363. or "the Company" to comply with the ISM Code shall be for Owner's account.  
 364.  
 365. **46. ISPS/MTSA Clause**  
 366. (a)  
 367. (i) From the date of coming into force of the International Code for the Security of Ships and of Port Facilities  
 368. and the relevant amendments to Chapter XI of SOLAS (ISPS Code) and the US Maritime Transportation Security Act  
 369. 2002 ("MTSA") in relation to the Vessel, Owner shall procure that both the Vessel and "the Company" (as defined by  
 370. the ISPS Code) and the "owner" (as defined by the MTSA) shall comply with the requirements of the ISPS Code  
 371. relating to the Vessel and "the Company" and the requirements of the MTSA relating to the vessel and the "owner".  
 372. Upon request Owner shall provide a copy of the relevant International Ship Security Certificate (or the Interim  
 373. International Ship Security Certificate) to Charterers. Owner shall provide Charterers with the full style contact details  
 374. of the Company Security Officer (CSO).  
 375. (ii) Except as otherwise provided in this Charter Party, loss, damage, expense or delay, excluding consequential loss,  
 376. caused by failure on the part of Owner or "the Company" and the "owner" to comply with the requirements of the ISPS  
 377. Code and/or the MTSA (as applicable) or this Clause shall be for Owner's account.  
 378.  
 379. (b)  
 380. (i) Charterers shall provide the CSO and the Ship Security Officer (SSO)/Master with their full style contact  
 381. details and any other information Owner reasonably require to comply with the ISPS Code/MTSA.  
 382. (ii) Except as otherwise provided in this Charter Party, loss, damage, expense, excluding consequential loss, caused  
 383. by failure on the part of Charterers to comply with this Clause shall be for Charterer's account and any delay caused  
 384. by such failure shall be compensated at the demurrage rate.  
 385.  
 386. (c) Provided that the delay is not caused by Owner's failure to comply with their obligations under the ISPS Code  
 387. And/or MTSA, the following shall apply:  
 388. (i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice  
 389. of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any  
 390. relevant authority under the ISPS Code and/or MTSA.  
 391. (ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code  
 392. and/or MTSA shall count as laytime or time on demurrage if the Vessel is on laytime or demurrage. If the delay occurs  
 393. before laytime has started or after laytime or time on demurrage has ceased to count, it shall be compensated by  
 394. Charterers at the demurrage rate.  
 395.  
 396. (d) Notwithstanding anything to the contrary provided in this Charter Party, any additional costs or expenses  
 397. whatsoever solely arising out of or related to security regulations or measures required by the port facility or any  
 398. relevant authority in accordance with the ISPS Code and/or MTSA including, but not limited to, security guards,  
 399. launch services, tug escorts, port security fees or taxes and inspections, shall be for Owner's account. All measures  
 400. required by Owner to comply with the Ship Security Plan shall be for Owner's account.  
 401.  
 402. (e) If either party makes any payment which is for the other party's account according to this Clause, the other  
 403. party shall indemnify the paying party.  
 404.  
 405. **47. U.S. Customs Advance Notification/AMS Clause for Voyage Charter Parties**  
 406. (a) If the Vessel loads or carries cargo destined for the US or passing through US ports in transit, Owner shall  
 407. comply with the current US Customs regulations (19 CFR 4.7) or any subsequent amendments thereto and shall  
 408. undertake the role of carrier for the purposes of such regulations and shall, in their own name, time and expense:  
 409.  
 410. (i) Have in place a SCAC (Standard Carrier Alpha Code);  
 411. (ii) Have in place an ICB (International Carrier Bond); and  
 412. (iii) Submit a cargo declaration by AMS (Automated Manifest System) to the US Customs.  
 413.  
 414. (b) Charterers shall provide all necessary information to Owner and/or their agents to enable Owner to submit a  
 415. timely and accurate cargo declaration. Charterers shall assume liability for and shall indemnify, defend and hold  
 416. harmless Owner against any loss and/or damage whatsoever (including consequential loss and/or damage) and/or  
 417. any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs,  
 418. arising from Charterer's failure to comply with any of the provisions of this Sub-Clause. Should such failure result in  
 419. any delay then, notwithstanding any provision in this Charter Party to the contrary, all time used or lost shall count as  
 420. laytime or, if the Vessel is already on demurrage, time on demurrage.  
 421.  
 422. (c) Owner shall assume liability for and shall indemnify, defend and hold harmless Charterers against any loss  
 423. and/or damage whatsoever (including consequential loss and/or damage) and any expenses, fines, penalties and all  
 424. other claims of whatsoever nature, including but not limited to legal costs, arising from Owner's failure to comply with  
 425. any of the provisions of Sub-Clause "(a)". Should such failure result in any delay then, notwithstanding any provision  
 426. in this Charter Party to the contrary, all time used or lost shall not count as laytime or, if the Vessel is already on  
 427. demurrage, time on demurrage.  
 428.  
 429. (d) The assumption of the role of carrier by Owner pursuant to this Clause and for the purpose of the US Customs  
 430. Regulations (19 CFR 4.7) shall be without prejudice to the identity of carrier under any Bill of Lading, other contract,  
 431. law or regulation.  
 432.

**433. 48. Protective Clauses**

434. Clauses 49 to 52 inclusive shall also be deemed to be incorporated into this Contract and all Bills of Lading issued  
 435. hereunder.

**436. 49. Clause Paramount**

437. This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United  
 438. States, the Hague Rules, the Hague-Visby Rules or the Hamburg Rules, as compulsorily applicable, or such other  
 439. similar national legislation as may apply by virtue of origin or destination of the Bills of Lading, which shall be  
 440. deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of  
 441. its rights or immunities or an increase of any of its responsibilities or liabilities under said applicable Act or Rules. If  
 442. any term of this Bill of Lading be repugnant to said applicable Act or Rules to any extent, such term shall be void to  
 443. that extent, but no further. Nothing in this Bill of Lading shall be construed as in any way restricting, excluding or  
 444. waiving the right of any relevant party or person to limit his liability under any available legislation and/or law.  
 445.

446. and  
 447.

**448. 50. Both to Blame Collision**

449. "If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect  
 450. or default of the Master, mariner, pilot or the servants of the carrier in the navigation or in the management of the  
 451. ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or  
 452. non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim  
 453. whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the  
 454. owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of  
 455. their claim against the carrying ship or carrier.  
 456.

457. The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects  
 458. other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact."  
 459.

460. and  
 461.

**462. 51. New Jason**

463. "In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from  
 464. any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is  
 465. not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall  
 466. contribute with the carrier in general average to the payment of any sacrifices, losses, or expenses of a general  
 467. average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the  
 468. goods.  
 469.

470. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if salving ship or ships  
 471. belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated  
 472. contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods,  
 473. shippers, consignees or owners of the goods to the carrier before delivery."  
 474.

475. and  
 476.

**477. 52. "Voywar 93" Clause**

478. This clause shall apply to this Charter to the extent that the risk has unforeseeably changed subsequent to the time  
 479. of fixing.  
 480.

481. (1) For the purpose of this Clause, the words:  
 482.

483. (a) "Owners" shall include the Shipowners, bareboat Charterers, disponent owners, managers or other operators  
 484. Who are charged with the management of the Vessel, and the Master; and  
 485.

486. (b) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution,  
 487. rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of  
 488. terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed  
 489. selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise  
 490. howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in  
 491. the reasonable judgement of the Master and/or Owners, may be dangerous or are likely to be or to become  
 492. dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.  
 493.

494. (2) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the  
 495. Master and/or Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose,  
 496. the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, Owners may give notice to  
 497. Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be  
 498. likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always  
 499. that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the  
 500. port or ports nominated by Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be  
 501. exposed, or may be likely to be exposed, to War Risks, Owners shall first require Charterers to nominate any other  
 502. safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if  
 503. Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.  
 504.

505. (3) Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or  
 506.

507. place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway,  
 508. or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo  
 509. commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the  
 510. reasonable judgement of the Master and/or Owners, the Vessel, her cargo (or any part thereof), crew or other  
 511. 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  
 512. should so appear, Owners may by notice request Charterers to nominate a safe port for the discharge of the cargo or  
 513. any part thereof, and if within 48 hours of the receipt of such notice, Charterers shall not have nominated such a port,  
 514. Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment  
 515. of the Contract of Carriage. Owners shall be entitled to recover from Charterers the extra expenses of such  
 516. discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as  
 517. though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional  
 518. freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance  
 519. represents to the distance of the normal and customary route, Owners having a lien on the cargo for such expenses  
 520. and freight.

521.  
 522. (4) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable  
 523. judgement of the Master and/or Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be,  
 524. or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally  
 525. and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging  
 526. port, Owners shall give notice to Charterers that this route will be taken. In this event Owners shall be entitled, if the  
 527. total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight  
 528. contracted for as the percentage which the extra distance represents to the distance of the normal and customary  
 529. route.

530.  
 531. (5) The Vessel shall have liberty:-  
 532.

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

538.  
 539. (b) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority  
 540. to give the same under the terms of the war risks insurance;

541.  
 542. (c) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the  
 543. European Community, the effective orders of any other Supranational body which has the right to issue and give the  
 544. same, and with national laws aimed at enforcing the same to which Owners are subject, and to obey the orders and  
 545. directions of those who are charged with their enforcement;

546.  
 547. (d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a  
 548. contraband carrier;

549.  
 550. (e) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is  
 551. reason to believe that they may be subject to internment, imprisonment or other sanctions;

552.  
 553. (f) where cargo has not been loaded or has been discharged by Owners under any provisions of this Clause,  
 554. to load other cargo for Owner's own benefit and carry it to any other port or ports whatsoever, whether backwards or  
 555. forwards or in a contrary direction to the ordinary or customary route.

556.  
 557. (6) If in compliance with any of the provisions of Sub-Clauses (2) to (5) of this Clause anything is done or not done,  
 558. such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.

### 560. **53. General Average**

561. Any General Average occurring under this Contract is to be adjusted, stated and settled in London according to  
 562. York- Antwerp Rules 1994 and any subsequent amendments thereto, according to English law and practice.

563.

### 564. **54. Japanese Trading Clause**

565. Owner undertakes as a condition that the Vessel shall have on board a valid International Group of P&I Clubs  
 566. certificate of insurance issued by MOLIT (Ministry of Land Infrastructure and Transport (Japan)) as required under  
 567. Japanese law. Owners shall ensure full compliance with all Japanese reporting obligations required under Japanese  
 568. law. Further and without prejudice to Charterer's other legal rights, Owner shall indemnify Charterer against all  
 569. consequences arising out of non compliance with this provision.

570.  
 571. **55. Ice Clause**  
 572. The Vessel shall not be obliged to force ice but, subject to Owner's approval and having due regard to its size,  
 573. construction and class, may follow ice-breakers when reasonably required.

574.  
 575. (a) Port of Loading  
 576.

577.  
 578. (i) If at any time after setting out on the approach voyage the Vessel's passage is impeded by ice, or if on arrival  
 579. the loading port is inaccessible by reason of ice, the Master or Owner shall notify Charterers thereof and request  
 580. them to nominate a safe and accessible alternative port. If Charterers fail within 48 running hours, Sundays and  
 580. holidays included, to make such nomination or agree to reckon laytime as if the port named in the contract were

581. accessible or declare that they cancel this Charter Party, Owner shall have the option of cancelling this Charter  
 582. Party.  
 583. (ii) If at any loading port the Master considers that there is a danger of the Vessel being frozen in, and provided  
 584. that the Master or Owner immediately notify Charterers thereof, the Vessel may leave with cargo loaded on board  
 585. and proceed to the nearest safe and ice free place and there await Charterer's nomination of a safe and accessible  
 586. alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owner's notification. If  
 587. Charterers fail to nominate such alternative port, the Vessel may proceed to any port(s), whether or not on the  
 588. customary route for the chartered voyage, to complete with cargo for Owner's account.

589.  
 590. (b) Port of Discharge  
 591.  
 592. (i) If the voyage to the discharging port is impeded by ice, or if on arrival the discharging port is inaccessible by  
 593. reason of ice, the Master or Owner shall notify Charterers thereof. In such case, Charterers shall have the option of  
 594. keeping the Vessel waiting until the port is accessible against paying compensation in an amount equivalent to the  
 595. rate of demurrage or of ordering the Vessel to a safe and accessible alternative port. If Charterers fail to make such  
 596. declaration within 48 running hours, Sundays and holidays included, of the Master or Owner having given notice to  
 597. Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge  
 598. the cargo.  
 599. (iii) If at any discharging port the Master considers that there is a danger of the Vessel being frozen in, and provided  
 600. that the Master or Owner immediately notify Charterers thereof, the Vessel may leave with cargo remaining on board  
 601. and proceed to the nearest safe and ice free place and there await Charterer's nomination of a safe and accessible  
 602. alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owner's notification. If  
 603. Charterers fail to nominate such alternative port, the Vessel may proceed to the nearest safe and accessible port  
 604. and there discharge the remaining cargo.  
 605. (iv) On delivery of the cargo other than at the port(s) named in the contract, all conditions of the Bill of Lading shall  
 606. apply and the Vessel shall receive the same freight as if discharge had been at the original port(s) of destination,  
 607. except that if the distance of the substituted port(s) exceeds 100 nautical miles, the freight on the cargo delivered at  
 608. the substituted port(s) shall be increased proportionately.

609.  
**610. 56. Dispute Resolution**  
 611. This Contract shall be governed by and construed in accordance with English law. Save as provided below, the  
 612. parties hereby agree to refer all disputes to the exclusive jurisdiction of the English High Court in London  
 613.  
 614. Notwithstanding the above, all disputes arising out of or relating to this Contract where the total amount claimed  
 615. (excluding interest and costs) by either party does not exceed US\$100,000 - shall be referred to arbitration in London  
 616. and that reference shall be in accordance with the LMAA Small Claims Procedure.  
 617.  
 618. All claims under this Contract must be made in writing and any court or arbitration proceedings commenced within  
 619. one year of final discharge and where this provision is not complied with the claim(s) shall be deemed to be waived  
 620. and absolutely barred.  
 621.  
 622. The parties are entitled, at any stage, to commence court or arbitration (so as to preserve time) notwithstanding  
 623. ongoing negotiation.  
 624.  
**625. 57. Cargo Survey**  
 626. If required by Charterers, a pre-shipment and an outturn survey shall be carried out by surveyors mutually agreed  
 627. between Owners and Charterers with the costs shared equally.  
 628.  
**629. 58. Part Cargo**  
 630. If part cargo is allowed, Owners may tender Notice of Readiness in accordance with the provisions of this Charter  
 631. Party, notwithstanding that other part cargo(es) may be loaded or discharged first, time used for the loading or  
 632. discharging of other part cargo(es) shall not count as laytime or as time on demurrage under this Charter Party. Any  
 633. time used in shifting between the different berths for loading or discharging of part cargo(es) shall not count as  
 634. laytime or as time on demurrage.  
 635.  
**636. 59. Commissions**  
 637. An address commission as stated in Box 22 on the gross amount of freight, deadfreight and/or demurrage shall be  
 638. deducted by Charterer upon payment of same. Brokerage as stated in Box 23 on the freight, deadfreight and/or  
 639. demurrage shall be due to the broker named in Box 23 upon payment of same and is payable by Owner.  
 640.  
**641. 60. Termination on Bankruptcy of Either Chartering Party**  
 642. The following provision shall apply to this Charter Party only if there is not in force between the parties an effective  
 643. netting agreement in respect of all outstanding Transactions (as defined below) between them. The provision shall  
 644. not apply to, or be incorporated into, any Bill of Lading.  
 645.  
 646. (a) The parties to this Charter Party agree that if at any time during the period of this Charter, a Bankruptcy Event  
 647. (as defined below) occurs in relation to either of them (the "Defaulting Party"), the other party (the "Non-Defaulting  
 648. Party") may (so long as the Bankruptcy Event is continuing) by not more than 20 days' notice in writing to the  
 649. Defaulting Party designate a close-out date in respect of all Transactions then outstanding between them on which  
 650. the process set out in paragraph "(b)" shall occur (subject to paragraph "(c)" below).  
 651.  
 652. (b) As of the close-out date;  
 653.  
 654. (i) all performance obligations of the parties under outstanding Transactions shall terminate;

655. (ii) no further payments shall be required to be made in respect of the terminated Transactions;  
 656. (iii) the Non- Defaulting Party shall promptly calculate its Loss (as described below) in respect of each Transaction;  
 657. (iv) the Losses so calculated shall be aggregated and netted to the greatest extent possible (and, in order to effect  
 658. this, the Non-Defaulting Party may convert any such Losses at commercially reasonable rates into such currency as  
 659. May be required); and  
 660. (v) the net resulting amount, if positive, shall be paid by the Defaulting Party to the Non-Defaulting Party within 3  
 661. days of the close-out date. If the net resulting amount is negative, no amount shall be due from or payable by either  
 662. party to the other. Interest on the net resulting amount shall accrue at the rate of overnight LIBOR plus 3% if such  
 663. amount is not paid when due.  
 664.  
 665. (c) A close-out date (as described above) shall occur automatically as of the time immediately before the start of a  
 666. Bankruptcy Event specified in paragraph (1), (3), (4), (5), (6) or, to the extent analogous, (8) of Section 5(a)(vii) of the  
 667. 1992 ISDA Master Agreement.  
 668.  
 669. (d) The parties to this Charter Party acknowledge and agree that the Transactions between them form a single  
 670. agreement and have entered into the Transactions on this basis.

## 61. Set-off

671. Following a default by either party hereunder (the "Defaulting Party"), the other party (the "Non-defaulting Party")  
 672. shall be entitled, at its option, to set-off any amounts believed in good faith and on reasonable grounds by the Non-  
 673. defaulting Party to be payable (whether at such time or in the future or upon the occurrence of a contingency) by the  
 674. Defaulting Party to the Non-defaulting Party (whether under this Contract or otherwise), against any amounts  
 675. believed in good faith and on reasonable grounds by the Non-defaulting Party to be payable (whether at such time or  
 676. in the future or upon the occurrence of a contingency) by the Non-Defaulting Party to the Defaulting Party (whether  
 677. under this Contract or otherwise), irrespective of the currency, place of payment or booking office of either party's  
 678. obligations and the parties' respective obligations shall be discharged promptly and in all respects to the extent they  
 679. are so set-off. The Non-defaulting Party will give 3 (three) days prior notice to the Defaulting Party of any intended  
 680. set-off to be effected under this provision. For this purpose, any such amount payable by one party to the other (or  
 681. the relevant portion of such amount) may be converted by the Non-defaulting Party, acting in good faith and in a  
 682. commercially reasonable manner, into such currency as may reasonably be required in order to effect such set-off at  
 683. an exchange rate determined by the Non-defaulting Party acting in good faith and in a commercially reasonable  
 684. manner. If an obligation is unascertained, the Non-defaulting Party may in good faith estimate that obligation and set  
 685. off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.  
 686. The right of the Non-defaulting Party under this provision shall apply without prejudice to Clause 60 or any other right  
 687. of set-off which it may have whether by agreement, operation of law or otherwise. Nothing in this provision shall be  
 688. effective to create a charge or other security interest.  
 689.  
 690.

## 62. Attachments

691. The Clearlake Vetting questionnaire duly completed by Owner for the performing vessel, Appendices A, B, C and  
 692. Rider Clauses M.. to MM as attached are deemed to be fully incorporated in the Contract and to form part of it.  
 693.  
 694.

## 63. Piracy clause

695. (a) If, after entering into a fixture, in the reasonable judgment of the Master and/or Owner, any port, place, area or  
 696. zone (hereinafter "Area" on any part of the route which is normally and customarily used on a voyage of the nature  
 697. contracted for becomes dangerous or the level of danger significantly increases to the Vessel, her cargo or crew due  
 698. to any actual, threatened or reported acts of piracy and/or capture/seizure (hereinafter "Piracy"), the Owner shall be  
 699. entitled to take a reasonable alternative route to the discharging port and, if the Owner decides to take such  
 700. alternative route, immediately give notice to the Charterers that such route will be taken. Should the Vessel be within  
 701. any Area which only becomes dangerous or is likely to be or to become dangerous after her entry into it, the Vessel  
 702. shall be at liberty to leave it.  
 703.  
 704.

705. (b) In any event, if the Vessel proceeds to or through an Area exposed to Piracy, the Owner shall have the liberty  
 706. to:  
 707.

708. (i) take reasonable preventative measures to protect the Vessel, her cargo and crew including but not limited to re-  
 709. routing within the Area, proceeding in convoy, using escorts, avoiding either day or night navigation, adjusting speed  
 710. or course or engaging security personnel or equipment on or about the Vessel;  
 711. (ii) comply with the orders, directions, recommendations of any underwriters who have the authority to give the  
 712. same under the terms of the insurance;  
 713. (iii) to comply with all orders, directions, recommendations or advice given by the Government of the Nation under  
 714. whose flag the Vessel sails, or other Government to whose laws the Owner is subject or any other Government,  
 715. body or group, including military authorities, acting within the power to compel compliance with their order or  
 716. directions; and  
 717. (iv) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of  
 718. any other Supranational body which has the right to issue and give the same and with national laws aimed at  
 719. enforcing the same to which the Owner is subject and to obey the order and directions of those who are charged with  
 720. their enforcement.  
 721.  
 722.

723. (c) This Clause shall be incorporated into any bills of lading issued pursuant to this Charter. The Charterer shall  
 724. indemnify the Owner against all consequences or liabilities that may arise from the Master signing bills of lading as  
 725. presented to the extent that the terms of such bills of lading impose or result in the imposition of more onerous  
 726. liabilities upon the Owner than those assumed by the Owner under this Clause.  
 727.

728. (d) If in compliance with this Clause anything is done or not done, such shall not be deemed a deviation but shall

# PREVIEW

729. be considered as due fulfilment of this Charter. In the event of a conflict between the provisions of this Clause and  
730. any implied or express provision of the Charter, this Clause shall prevail to the extent of such conflict.

731.  
732. OWNER: CHARTERER:

**APPENDIX A**

Refer to vetting questionnaire

**APPENDIX B**

Banking Details

Beneficiary's Name  
Address  
Post Code  
City  
Country

Account Number (USD Acct)  
Beneficiary Bank  
Address  
Postal Code  
City  
Country  
Sort Code/ABA etc  
Swift Code

Intermediate Bank  
Address  
Post Code  
City  
Country  
Sort Code/ABA etc  
Swift Code

**APPENDIX C****Defined Terms**

In Clause 60 of this Contract:

"Bankruptcy Event" shall have the meaning set out in Section 5(a)(vii) of the 1992 ISDA Master Agreement (Multicurrency-Cross Border) as published by the International Swaps and Derivatives Association, Inc. and shall apply in relation to either party, or any entity (other than a bank) providing a guarantee, cash or other collateral or credit enhancement in support of that party's obligations to the other party under one or more Transactions.

"Loss" means the amount that the Non-Defaulting Party reasonably determines in good faith to be its losses and costs (or gain, in which case expressed as a negative number) in connection with the termination of the Transaction. Loss shall include the value of any and all amounts payable or required to be delivered to either party in respect of the Transaction, but unpaid or undelivered (as the case may be). Loss may, in the reasonable discretion of the Non-Defaulting Party, include all or any of the following, without duplication: (i) any loss of bargain (ii) cost of funding (iii) loss or cost incurred as a result of its terminating, liquidating, obtaining or re-establishing any related trading position (or any gain resulting from any of them). The Non-Defaulting Party may calculate Loss by reference to (aa) the quotations (whether firm or indicative) of relevant prices or rates from leading independent participants in the relevant markets that may take into account the creditworthiness of the Non-Defaulting Party and any other relevant factors or (bb) relevant market data and information (including price models) whether derived from external or internal sources. The same valuation method need not be used for all Transactions.

"Transaction" means any physically or cash-settled trade or agreement (including any master agreement where the context so allows and any option) between the parties in respect of freight, hire, coal, any precious or non-precious metal, oil or any related product, natural gas, electricity, emissions allowances or green credits, any weather factor or any other commodities or products similar to any of the foregoing.

**APPENDIX D**

LOI - A

STANDARD FORM LETTER OF INDEMNITY TO BE GIVEN IN RETURN FOR DELIVERING CARGO WITHOUT PRODUCTION OF THE ORIGINAL BILL OF LADING

To :  
[insert name of Owners] [insert date]  
The Owners of the [insert name of ship]  
[insert address]

Dear Sirs

Ship: [insert name of ship]

Voyage: [insert load and discharge ports as stated in the bill of lading]

Cargo: [insert description of cargo]

Bill of lading: [insert identification numbers, date and place of issue]

The above cargo was shipped on the above ship by [insert name of shipper] and consigned to [insert name of consignee or party to whose order the bill of lading is made out, as appropriate] for delivery at the port of [insert name of discharge port stated in the bill of lading] but the bill of lading has not arrived and we, [insert name of party requesting delivery], hereby request you to deliver the said cargo to [insert name of party to whom delivery is to be made] at [insert place where delivery is to be made] without production of the original bill of lading.

In consideration of your complying with our above request, we hereby agree as follows :-

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of delivering the cargo in accordance with our request.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the delivery of the cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. If the place at which we have asked you to make delivery is a bulk liquid or gas terminal or facility, or another ship, lighter or barge, then delivery to such terminal, facility, ship, lighter or barge shall be deemed to be delivery to the party to whom we have requested you to make such delivery.
5. As soon as all original bills of lading for the above cargo shall have come into our possession, to deliver the same to you, or otherwise to cause all original bills of lading to be delivered to you, whereupon our liability hereunder shall cease.
6. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
7. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully  
For and on behalf of  
[insert name of Requestor]  
The Requestor

.....  
Signature

**APPENDIX E**

LOI - B

**STANDARD FORM LETTER OF INDEMNITY TO BE GIVEN IN RETURN FOR DELIVERING CARGO AT A PORT OTHER THAN THAT STATED IN THE BILL OF LADING**

To :  
[insert name of Owners] [insert date]  
The Owners of the [insert name of ship]  
[insert address]

Dear Sirs

Ship: [insert name of ship]

Voyage: [insert load and discharge ports as stated in the bill of lading]

Cargo: [insert description of cargo]

Bill of lading: [insert identification number, date and place of issue]

The above cargo was shipped on the above ship by [insert name of shipper] and consigned to [insert name of consignee or party to whose order the bill of lading is made out, as appropriate] for delivery at the port of [insert name of discharge port stated in the bill of lading] but we, [insert name of party requesting substituted delivery], hereby request you to order the ship to proceed to and deliver the said cargo at [insert name of substitute port or place of delivery] against production of at least one original bill of lading.

In consideration of your complying with our above request, we hereby agree as follows :-

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of the ship proceeding and giving delivery of the cargo against production of at least one original bill of lading in accordance with our request.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the ship proceeding and giving delivery of the cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
5. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully  
For and on behalf of  
[insert name of Requestor]  
The Requestor

.....  
Signature

**APPENDIX F**

LOI - C

**STANDARD FORM LETTER OF INDEMNITY TO BE GIVEN IN RETURN FOR DELIVERING CARGO AT A PORT OTHER THAN THAT STATED IN THE BILL OF LADING AND WITHOUT PRODUCTION OF THE ORIGINAL BILL OF LADING**

To :  
[insert name of Owners] [insert date]  
The Owners of the [insert name of ship]  
[insert address]

Dear Sirs

Ship: [insert name of ship]

Voyage: [insert load and discharge ports as stated in the bill of lading]

Cargo: [insert description of cargo]

Bill of lading: [insert identification number, date and place of issue]

The above cargo was shipped on the above vessel by [insert name of shipper] and consigned to [insert name of consignee or party to whose order the bills of lading are made out, as appropriate] for delivery at the port of [insert name of discharge port stated in the bills of lading] but we, [insert name of party requesting substituted delivery], hereby request you to order the vessel to proceed to and deliver the said cargo at [insert name of substitute port or place of delivery] to [insert name of party to whom delivery is to be made] without production of the original bill of lading.

In consideration of your complying with our above request, we hereby agree as follows :-

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of the ship proceeding and giving delivery of the cargo in accordance with our request.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the ship proceeding and giving delivery of the cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. If the place at which we have asked you to make delivery is a bulk liquid or gas terminal or facility, or another ship, lighter or barge, then delivery to such terminal, facility, ship, lighter or barge shall be deemed to be delivery to the party to whom we have requested you to make such delivery.
5. As soon as all original bills of lading for the above cargo shall have come into our possession, to deliver the same to you, or otherwise to cause all original bills of lading to be delivered to you.
6. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
7. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully  
For and on behalf of  
[insert name of Requestor]  
The Requestor

.....  
Signature