



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

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

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

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PART II

"SYNACOMEX 2000" Continent Grain Charterparty

1. Owners, Charterers

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

2. Loading Port(s) and Cargo

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

3. Discharging Port(s)

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

4. Freight See also clause 34.

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

5. Loading and Discharging

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

to work overtime, such expenses shall be for account of the party ordering same. If ordered by Port Authorities, overtime shall be for Charterers' account. Overtime services rendered by ship's crew shall be in all cases for Owners' account.

6. Laydays, Cancelling

At port of loading laytime shall not count before 08.00 hours on the layday date stated in [Box 6](#) and in any case not before the date notified by the 10 days notice as per [Clause 7](#). Should the Vessel's notice of readiness not be validly tendered as per [Clause 8](#) before 09.00 hours on the cancelling date stated in [Box 6](#), Charterers shall have the option of cancelling this charter at any time thereafter, but not later than one hour after the notice is validly tendered.

7. Vessel's Positions, Notices See clause 30.

Master and/or Owners shall give 10 days and thereafter 5 days notice of Vessel's expected readiness to load to the party designated in [Box 9](#). Master and/or Owners shall give notice of Vessel's Expected Time of Arrival (ETA) at discharging port as specified in [Box 9](#). Master and/or Owners shall give the relevant parties prompt advice of any substantial change in Vessel's ETA at loading and at discharging ports.

8. Laytime

Vessel's written notice of readiness to load and/or discharge shall be tendered by hand or by any means of telecommunication at the offices of Shippers/Charterers/Receivers or their Agents between 08.00 and 17.00 hours on all days except Saturdays, Sundays and Holidays and between 08.00 hours and 12.00 hours on Saturdays unless a Holiday. Such Notice of readiness shall be delivered when Vessel is in the loading or discharging berth and in all respects ready to load/discharge. At loading port Shippers/Charterers or their Agents have the privilege to inspect Vessel's holds and reject the notice when holds are not clean, dry, odourless and in all respects ready to receive the cargo. In case of dispute, an independent surveyor shall decide about Vessel's readiness to load, the party in the wrong bearing the costs. If the rejection of notice of readiness is undisputed or confirmed by surveyor the laytime will only start to count after the Vessel has validly tendered again when ready. If vessel found unready on holds, NOR will be valid but time not to count as laytime from rejection until acceptance of holds.

Only when the loading and/or discharging berth is unavailable, Master may warrant that the Vessel is in all respects ready and may tender notice of readiness to load and/or discharge from any usual waiting place, whether in port or not, whether in free pratique or not, whether customs cleared or not. Laytime shall commence at 14.00 hours if notice of readiness to load and/or discharge is validly tendered at or before 12.00 hours and at 08.00 hours on the next working day if notice of readiness is validly tendered after 12.00 hours. Time used before commencement of laytime shall not count. Laytime shall not count between 12.00 hours on Saturdays or 17.00 hours on days preceding a Holiday and 08.00 hours on the following working day, unless used in which case half time actually used shall count. Any delays caused by ice, floods, quarantine, or by cases of "force majeure" shall not count as laytime unless the Vessel is already on demurrage. When Master has tendered notice of readiness to load or discharge from a waiting place and Vessel is subsequently found unready in application of the above provisions, laytime or time on demurrage shall not count from the time the Vessel is rejected until the time she is accepted. Additionally, any actual time lost on account of Vessel's obtaining free pratique or customs clearance shall not count as laytime or time on

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demurrage.	138	agreed. 201	
At second or subsequent port(s) of loading or discharging,	139		
laytime or time on demurrage shall resume counting from	140		
Vessel's arrival at loading or discharging berth, if available,	141	16. Address Commission	202
or from Vessel's arrival at a usual waiting place, if berth is	142	An address commission as stated in Box 21 on the gross	203
unavailable.	143	amount of freight, deadfreight and demurrage earned is	204
At all ports any time lost shifting from waiting place to berth	144	due to Charterers and is deductible from freight, deadfreight	205
shall not count as laytime or as time on demurrage.	145	and demurrage.	206
9. Demurrage, Despatch Money	146		207
Demurrage is payable by Charterers at the rate stated in	147	17. ISM Clause See also clause 29.	208
Box 16 per day of 24 consecutive hours or pro rata.	148	From the date of coming into force of the International Safety	209
Owners shall pay to Charterers despatch money for laytime	149	Management (ISM) Code in relation to the Vessel and	210
saved in loading/discharging at the rate stated in Box 16	150	thereafter during the currency of this Charter Party, the	211
per day of 24 consecutive hours or pro rata.	151	Owners shall procure that both the Vessel and "the	212
		Company" (as defined by the ISM Code) shall comply with	213
		the requirements of the ISM Code. Upon request the	214
		Owners shall provide a copy of the relevant Document of	215
		Compliance (DOC) and Safety Management Certificate	216
		(SMC) to the Charterers.	217
		Except as otherwise provided in this Charter Party, loss,	218
		damage, expense or delay caused by failure on the part of	219
		the Owners or "the Company" to comply with the ISM Code	220
		shall be for the Owners' account.	
10. Seaworthy Trim	152	18. Bills of Lading See also clause 40.	221
If ordered to be loaded or discharged at more than one	153	The Master is to sign Bills of Lading as presented without	222
berth and/or port, the Vessel is to be left in seaworthy trim to	154	prejudice to the terms, conditions and exceptions of this	223
Master's reasonable satisfaction for the passage between	155	Charter Party. If the Master delegates the signing of Bills of	224
berths and/or ports at Shippers'/Charterers'/Receivers'	156	Lading to his Agents, he shall give them authority to do so	225
expense, and time used for placing Vessel in seaworthy trim	157	in writing, copy of which is to be furnished to Charterers.	226
shall count as laytime or time on demurrage.	158	When Bills of Lading marked "Freight prepaid" are required,	227
		same shall be released by Owners immediately upon receipt	228
		of a telex from Charterers' Bank confirming that freight	229
		payable has been irrevocably transferred.	230
11. Fumigation	159	19. Relet	231
Charterers have the liberty to fumigate the cargo on board	160	Charterers have the right to relet all or part of this Charter	232
at loading and discharging port(s) or places en route at their	161	Party, they remaining responsible for its due fulfilment.	233
risk and expense. Charterers are responsible for	162		
ensuring that Officers and Crew as well as all other persons	163		
on board the Vessel during and after the fumigation are not	164		
exposed to any health hazards whatsoever. Charterers	165		
undertake to pay Owners all necessary expenses incurred	166		
because of the fumigation and time lost thereby shall count	167		
as laytime or time on demurrage. When fumigation has	168		
been effected at loading port and has been certified by	169		
proper survey or by a competent authority, Bills of Lading	170		
shall not be claused by Master for reason of insects having	171		
been detected in the cargo prior to such fumigation.	172		
12. Lights and Gear	173	20. Deviation	234
Whenever required, Vessel shall supply free use of lights	174	Deviation in saving or attempting to save life or property at	235
as on board but sufficient to carry on night work.	175	sea or for bunkering purposes or any other reasonable	236
Provided described as geared, Vessel, whenever required,	176	deviation shall not be deemed an infringement of this	237
shall supply free use of all cargo handling gear on board, in	177	Charter Party and the Owners shall not be liable for any	238
good working order, with the necessary power, and of	178	loss or damage resulting therefrom.	239
runners, ropes and slings as on board. Shore hands shall	179		
be used to drive the gear, at Shippers'/Charterers'/	180	21. Lien Clause	240
Receivers' account. Any time actually lost on account of	181	The Owners shall have a lien on the cargo for freight,	241
breakdown of Vessel's gear shall not count as laytime or	182	deadfreight, demurrage, and average contribution due to	242
time on demurrage and any stevedore standby time charges	183	them under this Charter Party.	243
incurred thereby shall be for Owners' account.	184		
13. Agencies	185	22. Responsibilities and Immunities	244
At loading port, Vessel shall be consigned to the Agents	186	Except as otherwise provided and stipulated in this Charter	245
designated in Box 17 .	187	Party, it is hereby expressly agreed that this Charter Party	246
At discharging port, Vessel shall be consigned to the Agents	188	shall have effect subject to the provisions of the Hague Rules	247
designated in Box 18 .	189	contained in the International Convention for the Unification	248
		of certain rules relating to Bills of Lading, dated Brussels	249
		the 25th August 1924, as enacted in the country of shipment.	250
		These rules shall apply to any Bills of Lading issued under	251
		this Charter Party.	252
14. Extra Insurance	190	When no such enactment is in force in the country of	253
Extra insurance on cargo due to Vessel's age and/or flag	191	shipment, the corresponding legislation of the country of	254
and/or class shall be for Owners' account but limited to the	192	destination shall apply, but in respect of shipments to which	255
amount specified in Box 19; such extra insurance shall be	193	no such enactments are compulsorily applicable, the terms	256
covered by Charterers for Owners' account and shall be	194	of the said Convention shall apply.	257
deducted from settlement of freight. Vessel is free from	195	In trades where the International Brussels Convention 1924	258
extra insurance on cargo due to age, class and flag.	196	as amended by the Protocol signed at Brussels on February	259
		23rd, 1968 - The Hague - Visby Rules - apply compulsorily,	260
15. Brokerage	197	the provisions of the respective legislation shall apply.	261
A brokerage commission as stated in Box 20 on the gross	198	The Owners shall in no case be responsible for loss of or	262
amount of freight, deadfreight and demurrage earned, is	199	damage to cargo howsoever arising prior to loading into	263
due to the party(ies) designated in Box 20 and is deductible	200	and after discharge from the Vessel.	264
from same unless "non-deductible" has been specifically			

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the Master; and	397	be, or are likely to be, exposed to War Risks on any part of	464
(i) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.	398 399 400 401 402 403 404 405 406 407 408 409 410	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.	465 466 467 468 469 470 471 472 473 474
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 Charter Party, 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.	411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430	e) 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, any directives of the European Community, 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.	475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508
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 Charter Party. 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.	431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460	f) If in compliance with any of the provisions of sub-clauses b) to e) 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 Charter Party.	509 510 511 512
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	461 462 463	28. Arbitration See clause 43. Any dispute arising out of the present contract shall be referred to Arbitration of "Chambre Arbitrale Maritime de Paris—16 rue Daunou—75002 Paris". The decision rendered according to the rules of Chambre Arbitrale and according to French Law shall be final and binding upon both parties. The right of both parties to refer any disputes to arbitration ceases twelve months after date of completion of discharge or, in case of cancellation or non-performance, twelve months after the cancelling date as per Clause 6 or after the actual date of cancellation whichever is the later. Where this provision is not complied with, the claim shall be deemed to be waived and absolutely barred.	513 514 515 516 517 518 519 520 521 522 523 524 525



RIDER TO GRAIN CHARTERPARTY 'SYNACOMEX 2000' MV MERMERDELEN DATED 30TH SEPTEMBER 2016

Clause 29

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

-OWNERS/MANAGERS

OWNERS:

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

MANAGERS:

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

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

Owners warrant that

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

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

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

-Vessel and Company is compliant with the ISM and the ISPS code.

Copies of the DOC, SMS and the ISCC to be provided upon request.

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

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

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

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



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

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

-Vessel's hatchcovers to be fully watertight

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

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

Clause 30 - NOTICES

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

Clause 31 – STOWAGE

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

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

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

Clause 32 - NOTICE OF READINESS & LAYTIME

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

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

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

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

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



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

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

Laytime to be reversible.

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

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

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

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

Once on demurrage, always on demurrage clause to apply.

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

Clause 33 – CARGO QUANTITY

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

Clause 34 - FREIGHT PAYMENT & BILLS OF LADING

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

~~Balance of freight to be paid on outturn quantity.~~

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

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

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

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



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

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

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

Clause 35 – SHIFTING / WARPING / GEAR / OVERTIME

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

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

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

Overtime to be for account of party ordering same.

Charterers always have the right to perform lighterage operations.

Clause 36 – HATCHES

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

Clause 37 - AGENTS

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

Agent at load port:

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

Agent at disch port: Marmedsa

Clause 38 – TAXES / DUES

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

In Suez, if applicable, any taxes/dues on cargo/freight/vessel to be for Owners account (included in freight)

War risk Insurance/additional war risk premiums/armed escorts, if any to be for Owners' account.



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Clause 39 – ICE CLAUSE

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

Clause 40 - CREW

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

Clause 41 - DEADFREIGHT

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

Clause 42 – CHARTERERS' LIABILITY

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

Clause 43 – STEVEDORES' DAMAGE

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

Charterers to nominate stevedores.

Clause 44 – PORT STATE CONTROL

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

Clause 45 – CARGO OPERATIONS

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

Clause 46 – LETTER OF INDEMNITY

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



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Clause 47 – GENERAL AVERAGE & ARBITRATION

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

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

THE OWNERS

THE CHARTERERS