

CODE NAME: DAMSALT FEB 2006

STANDARD FORM

CHARTER PARTY

BETWEEN

AND

DATED:

RTS REF:

CONTENTS

	Page
1 DEFINITIONS.....	4
2 BASIC OBLIGATIONS.....	5
3 CARGO - SHIPMENTS, SIZES AND OPTIONS.....	5
4 VESSEL'S DESCRIPTION.....	5
5 OWNER'S/MASTER'S OBLIGATIONS.....	6
6 ITF CLAUSE.....	7
7 PROTECTION & INDEMNITY COVER.....	7
8 LOADING PORT.....	7
9 VOYAGES.....	7
10 DISCHARGING PORT(S).....	7
11 PROGRAMMING, NOTICES AND STEMMING.....	7
12 RELETTING, SUBLETTERING, SUBCONTRACTING AND ASSIGNING.....	8
13 SUBSTITUTION.....	8
14 NOTICES BY MASTER.....	8
15 LOADING AND DISCHARGING RATES.....	9
16 PRESENTATION OF NOTICE OF READINESS.....	9
17 COUNTING OF LAYTIME.....	10
18 FORCE MAJEURE/INTERRUPTIONS TO LAYTIME.....	11
19 DEMURRAGE.....	12
20 HATCHES AND HOLDS.....	12
21 OVERTIME.....	12
22 STEVEDORE DAMAGE.....	13
23 LIGHTERAGE AND LIGHTENING.....	13
24 PORT CHARGES, DUES AND TAXES.....	13
25 AGENCY AND DISBURSEMENTS.....	13
26 BILLS OF LADING.....	13
27 LOADING PORT(S), DISCHARGING PORT(S), RATES OF FREIGHT.....	14
28 PAYMENT OF FREIGHT.....	14
29 DEADFREIGHT.....	15
30 WAR RISKS.....	15
31 EXTRA WAR RISK INSURANCE/WAR BONUS.....	15
32 EXTRA INSURANCE.....	15
33 SECRECY.....	15
34 UNFORESEEN CIRCUMSTANCES.....	15

35	ARBITRATION.....	16
36	PROPER LAW.....	16
37	OIL POLLUTION.....	16
38	LIEN.....	17
39	DRUG AND ALCOHOL CLAUSE.....	17
40	GENERAL AVERAGE AND THE NEW JASON CLAUSE.....	17
41	BOTH TO BLAME COLLISION CLAUSE.....	17
42	ICE CLAUSE.....	18
43	DEVIATION AND LIBERTIES.....	18
44	LIQUIDATION/BANKRUPTCY OF OWNER.....	18
45	COMMUNICATIONS.....	19
46	AMENDMENTS.....	19
47	INCORPORATED DOCUMENTATION.....	19
48	ISPS CLAUSE.....	20
49	LETTER OF INDEMNITY.....	21
APPENDIX I	AGENTS.....	22
APPENDIX II	FREIGHT, BUNKERS AND DESPATCH/DEMURRAGE.....	23
APPENDIX III	LOADING AND DISCHARGING PORT(S).....	24
APPENDIX IV	VESSEL PARTICULARS.....	25
APPENDIX V	QUANTITIES AND SHIPMENTS.....	26
APPENDIX VI	SHIPPING REGISTERS.....	27
APPENDIX VII	PROGRAMMING, NOTICES AND STEMMING.....	28
APPENDIX VIII	LOADING AND DISCHARGING RATES.....	29
APPENDIX IX	HOLD CLEANLINESS REQUIREMENTS.....	30
APPENDIX X	GUIDELINES FOR VESSELS CALLING AT CAPE CUVIER.....	31
APPENDIX XI	MOORING ROPE REQUIREMENTS - DAMPIER.....	35
APPENDIX XII	BILL OF LADING.....	

THIS CHARTER PARTY (hereinafter called "Charter Party") is made the
..... day of, ("Date of Agreement")

BETWEEN

.....,

AND

....., ("the Owner") of the other part.

WHEREAS IT IS MUTUALLY AGREED AS FOLLOWS:

1 DEFINITIONS

In this Charter Party, unless a contrary intention appears:

- A 'Bill of Lading' means the Charterer's Standard Form Bill of Lading in Appendix No. XII.
- B 'Charter Party' means the freight contract evidenced by this agreement.
- C 'Discharging Port(s)' means the ports referred to in Clause 27 (Appendix No. III) and includes, unless the context expresses a contrary intention, any berth to which the vessel is ordered at such port.
- D 'Dollars', '\$' and 'cents' refer to the lawful currency of the United States of America.
- E 'DWT' means total deadweight metric tons (Summer load line).
- F 'ETA' means estimated time of arrival.
- G 'ITF' means the organisation presently styled the International Transport Federation or any successor organisation.
- H 'Layday' and 'Laycan' means the period of days from the opening loading date to the last agreed loading date, which is also known as the Cancelling Date.
- I 'Loading Port(s)' means any port(s) referred to in Clauses 8, 27 and Appendix III at which a vessel loads hereunder.
- J 'MOLOO' means more or less in owner's option.
- K 'NOR' means Notice of Readiness.
- L 'Overage' means a vessel of more than 15 years old (from date of commissioning) or which by reason of its age, flag and/or class attracts any additional insurance premiums, whichever is the lesser.

- M 'RightShip' means RightShip Pty Limited, a company engaged by the Charterer to screen, inspect, survey and/or vet, assess and approve, as a ship acceptable for the carriage on the nominated cargo(s).
- N Vessel(s) means a vessel or vessels nominated by the Owner
- O Voyage(s) means the carriage of the cargo in the Vessel from the Port(s) of Loading to the Discharging Port(s).
- P WMT means wet metric ton.

Clause Headings in this Charter Party are inserted for the parties' convenience only and shall be disregarded for the purposes of interpretation.

2 BASIC OBLIGATIONS

Charterer shall provide and load under the direction and responsibility of the vessel's Master and Owner shall carry and deliver the cargo as set out in this Charter Party.

3 CARGO - SHIPMENTS, SIZES AND OPTIONS

- A This Charter Party covers the carriage of cargoes of salt in bulk in accordance with Charterer's delivery schedule to their receivers/consignees.
- B Each shipment will be deemed to be a full and complete cargo, even if the Vessel is not loaded down to her marks by reason of draft restrictions at Loading or Discharging Port(s).

4 VESSEL'S DESCRIPTION

- A Owner undertakes that the Vessel shall at all times be acceptable to Charterer.

Vessel shall be suitable at all times for the loading, carriage and discharge of the cargoes nominated under this Charter Party.

Charterer and/or Receiver shall have the right at any time on reasonable notice to inspect or survey the Vessel or substitute vessel with the Master or his nominee at the last port of discharge prior to departure for the Loading Port for the purpose of ascertaining whether the Vessel is as required under Clause 4B and is being maintained and operated in accordance with the terms and conditions of this Charter Party.

- B Owner shall nominate and provide a seaworthy and cargo-worthy Vessel for the voyage which:-
 - (a) is modern, not overage, single deck, geared or gearless bulk carrier, with engine/accommodation aft, non-twin hatch, each without longitudinal centre line bulkheads, be tight staunch and strong and in every way fitted for the nominated voyage, and classed as the Institute Classification Clause as set out in Appendix VI, always subject to Rightship approval; and
 - (b) shall be acceptable to the relevant authorities and conform with all laws, regulations and requirements in force at or applicable to Loading and Discharging Port(s), and be maintained in standards of accommodation, equipment, fixtures and fittings; and
 - (c) shall be of such size, draft, air draft and other dimensions to permit the vessel to safely enter, berth, lay alongside, load and discharge and depart always safely afloat from Loading and Discharging Port(s); and

- (d) shall be capable of loading cargo in all holds or alternate holds as required by Charterer and be cargo-worthy in every respect; and
- (e) shall be suitable for grab discharge with no fittings protruding from internal hold surfaces; and
- (f) shall have its particulars provided by the Owner to the Charterer at the time of nomination in the form as set out in Appendix IV.

C Owner warrants that:

- (a) if by reason of vessel's construction cost of discharge exceeds the customary normal cost, the extra costs are to be for Owner's account and any additional time used in discharging shall be added to laytime; and
- (b) the vessel shall have prior to presentation at Loading Port sufficient bunker fuels for the voyage to ensure that the vessel is able to proceed to the Discharging Port(s) without bunkering en route.

D Should the vessel after arrival at a Loading Port or Discharging Port(s) be found to be in breach of sub-clause 4B, then notwithstanding any right(s) of the Charterer elsewhere contained in this Charter Party, the Charterer may at its option and without prejudice to Owner's obligations under this Charter Party:

- (a) at the Loading Port treat the vessel's nomination as cancelled and the voyage unperformed or
- (b) treat the voyage suspended until Owner rectifies the vessel's default.

Any NOR previously accepted shall be deemed to be invalid and all time counting to be for Owner's account. Owner shall keep Charterer fully indemnified against any consequences of the vessel's failure to comply with the warranties of Clause 4, including any delays, and, where applicable, Charterer's costs to provide a suitable replacement vessel to meet its shipping requirements.

E In the event of the Owner providing an overage and/or a vessel not classed as required pursuant to sub-clause 4B(a) the Charterer may at its sole discretion accept in writing such nomination which acceptance shall in no way relieve the Owner of all its other obligations under the Charter Party and in particular sub-clauses 4A and 4B and the Owner shall comply with Clause 32.

5 OWNER'S/MASTER'S OBLIGATIONS

Owner undertakes that Owner and/or Master:

- A** shall at all times be solely responsible to establish the applicable size, draft and aircraft requirements for Loading and Discharging Port(s) and to ensure that the vessel is loaded so as to comply at all times with such requirements.
- B** should Owner or the Master cause or permit the vessel to be loaded with a quantity of cargo such that the Vessel has on arrival at any Discharging Port a draft in excess of the permissible entry draft at that port, Charterer or consignee(s) or their agent(s) shall have the right to require the Vessel to proceed to that port, or to any other port or place as they may require, for the purpose of lightening and/or complete or partial discharge. The costs of any lightening and any

other additional costs incurred and time lost by reason of the necessity to lighten and/or divert the vessel as aforesaid as a consequence of the above shall be for Owner's account.

- C shall indemnify Charterer and/or consignee(s) against any loss or damage resulting from such diversion or delay.

6 ITF CLAUSE

Owner shall provide, if required, evidence to Charterer that Vessels, excluding those of national flag and manned by Master and crew of the same nationality as the flag state, shall comply with all the requirements of the International Transport Federation ('I.T.F.') or any successor organisation at the Loading and Discharging Port(s) from time to time applicable. If the vessel does not possess a current I.T.F. certificate or equivalent acceptable to the I.T.F. or if the vessel certificate lapses at any time during the currency of each voyage under this Charter Party, Charterer may terminate the voyage. Further, Owner shall keep Charterer fully indemnified against any consequences (including any delay occasioned thereby and also including Charterer's costs to provide a suitable replacement Vessel to meet its scheduling requirements) of the Vessel's lack of certification and/or failure to comply with any rules, by-laws or regulations as aforesaid.

7 PROTECTION & INDEMNITY COVER

Owner warrants that the Vessel is entered with a Protection & Indemnity Club for full coverage and that Vessel's hull and machinery is fully insured and shall remain so for the duration of the Charter Party.

8 LOADING PORT

The Vessel shall proceed with all reasonable despatch to the Loading Port, as ordered by Charterer, and there load a full and complete cargo pursuant to the provisions of sub-clause 5A.

9 VOYAGES

Upon completion of loading and final draft survey and if tide and weather permit the Vessel shall proceed with all convenient speed via the direct and/or customary route to the nominated Discharging Port(s).

10 DISCHARGING PORT(S)

- A The Vessel shall discharge always afloat at one or two safe berths at Discharging Port(s) as ordered by Charterer.
- B All costs of shifting directly between berths, if ordered by Charterer, shall be for Charterer's account and shifting time shall count as laytime.

11 PROGRAMMING, NOTICES AND STEMMING

To be as set out in Appendix VII.

12 RELETTING, SUBLETTING, SUBCONTRACTING AND ASSIGNING

- A Charterer may relet or sublet the Vessel and/or assign or subcontract any of its rights, duties or obligations but shall remain at all times fully responsible for all or any part thereof.
- B Owner may not sublet, subcontract or assign any of its rights, duties or obligations or provide substitute vessels without the agreement in writing of Charterer. Furthermore, the Owner shall not be relieved from its responsibility for the performance of the contract as if there had been no such reletting, subletting, subcontracting, assignment, chartering or other substitution.
- C If Owner is unable to perform its basic obligations under this Charter Party, Charterer may at its sole option perform Owner's obligations, such shipment reducing Owner's rights to the quantity of cargo or number of shipments agreed in Clause 3. Any additional cost of obtaining replacement vessel(s) and any rates of freight exceeding the applicable Charter Party rates of freight shall be for Owner's account.

13 SUBSTITUTION

Owner may only nominate a substitute Vessel with the agreement in writing of the Charterer. Owner shall warrant that all substitute Vessels shall comply with the terms of Clause 4.

Charterer has the unqualified right to reject substitute Vessels within two (2) working days of nomination by Owner. Notwithstanding the foregoing:

- A any such rejection by Charterer shall not limit Owner's obligations to provide a Vessel in accordance with this Charter Party.
- B any failure to reject by Charterer shall in no way reduce Owner's obligation to provide a Vessel otherwise in accordance with this Charter Party.

Owner shall nominate a substitute vessel which will have the same laycan as originally requested by Charterer under the terms of Clause 11. Nomination of any substitute vessel is to be given to Charterer least eight (8) days prior to the vessel's ETA at Loading Port.

14 NOTICES BY MASTER

- A Loading Port

The Master of each vessel shall advise Charterer on leaving last Port before proceeding to Loading Port to Email operations@riotinto.com as follows:

- (a) ten (10) days prior to vessel's arrival:

- (i) giving ETA; and
- (ii) quantity of cargo to be loaded on deepest departure draft.

- (b) eight (8) days prior to vessel's ETA:

- (i) revised ETA;
- (ii) advise hatch loading order and quantities of cargo by holds; and
- (iii) advise expected fore and aft drafts on arrival.

- (c) seventy two (72) hours prior to vessel's ETA confirming or revise information in (b) above.

- (d) forty eight (48) hours; revised ETA.
- (e) twenty four (24) hours; revised ETA.

The Master to advise Charterer should the vessel have to put in at any port or ports.

B Discharging Port(s)

The Master of each vessel to radio agents at the Discharging Port(s) as follows:

- (a) on departure Loading Port: sailing date, quantity loaded and ETA Discharging Port;
- (b) en route: any change in ETA of more than twenty four (24) hours;
- (c) ten (10) days prior to arrival: ETA and expected arrival drafts;
- (d) seventy two (72), forty eight (48) and twenty four (24) hours prior arrival: ETA.

15 LOADING AND DISCHARGING RATES

- A The cargo shall be loaded, belt trimmed and discharged free of expense to Owner, the direction and supervision of the Master which includes, but is not limited to loading and discharging speeds, being at all times the sole responsibility of the Owner and Master.
- B Subject as herein provided in the Charter Party the Owner and Master shall be responsible for:
 - (a) the declaration of cargo quantity to be loaded within the range specified;
 - (b) nominating the hatch loading sequence with quantities in each hold; and
 - (c) the calculation and determination of each Vessel's drafts at Loading and Discharging Port(s) but always subject to any limitations and restrictions at those ports; and
 - (d) seaworthy trim and condition of each Vessel at all times.
- C Cargo shall be loaded and discharged in weather working days of twenty four (24) consecutive hours or pro rata for part thereof, Saturdays, Sundays and Holidays included/excluded as the case may be, irrespective of size of cargo at the rates set out in Appendix VIII.

The loading and discharging rates are on the basis of all the Vessel's hatches being available for loading and discharging when required by Charterer.

- D Owner shall provide and maintain in good working order Vessel's lights for loading and discharging for night work if required.

16 PRESENTATION OF NOTICE OF READINESS

At Loading or Discharging Port(s):

NOR for loading and discharging are to be tendered within office hours, 9.00am/5.00pm Monday to Friday and 9.00am/Noon Saturdays, holidays excluded, by the Master or the Vessel's agent to and accepted by the shipper or consignee or their nominated agent after the Vessel is an arrived ship and provided the Vessel is in all respects ready to load or discharge, as the case may be.

NOR may be tendered whether the vessel is in berth or not, whether in free pratique or not, whether in customs clearance or not.

At Loading Port, if NOR is tendered before the first/opening layday, the earliest laytime shall commence to count, unless loading commences earlier, is 1.00 pm on the first/opening layday.

In the event that free pratique and/or customs clearance is not granted, or the Vessel is not ready in all respects to load or discharge, the previously tendered NOR shall be deemed null and void and a new NOR shall be tendered when the vessel has complied with the aforementioned conditions.

If Master or Vessel's agent fails to tender NOR by the cancelling date pursuant to Clause 11, Charterer may at its option and without prejudice to Owner's obligations under this Charter Party, treat the Vessel's nomination as cancelled and the voyage unperformed.

17 COUNTING OF LAYTIME

The measure of Laytime shall be a weather working day of twenty four [24] consecutive hours or pro rata for part thereof, Saturdays, Sundays and Holidays included/excluded as the case may be.

A At Loading Port

- (a) If a valid NOR is tendered before noon, the earliest laytime shall commence counting is from 1.00 pm on that working day and if tendered after noon, at 7.00 am on the next working day or when loading commences, whichever occurs first.
- (b) Time used for draft checks during the course of loading shall not count as laytime or as time on demurrage.
- (c) Laytime shall cease on completion of loading and draft survey.

B At Discharging Port

- (a) If a valid NOR is tendered before noon, the earliest laytime shall commence counting is from 1.00 pm on that working day and if tendered after noon, at 7.00 am on the next working day or when discharging commences, whichever occurs first.
- (b) Laytime shall cease on completion of discharge, but any extra time used solely for Charterer's draft survey shall count as laytime.
- (c) If Charterer orders the vessel to discharge at two (2) ports, time shall not count from the time of completion of discharge at the first port until four (4) hours after the arrival of the Vessel at the second port, whether in berth or not, or when discharging resumes, whichever occurs first.

C At Loading and Discharging Port(s)

- (a) Time used in shifting (and to include warping) of the Vessel from any waiting place to the berth and time used in opening and closing hatches and deballasting at each port shall not count as laytime nor as time on demurrage.
- (b) Time used in shifting directly between customary discharging places at Charterer's request shall count as laytime and all costs thereof shall be for Charterer's account.
- (c) If either the Master or the Port Authority shall for any reason whatsoever order the Vessel out of a berth, time shall not count as laytime or time on demurrage from the cessation of loading or discharging, whichever is applicable, until the Vessel is again in the berth ready to resume loading or discharging, whether the vessel is on demurrage or not.

- D Any time lost during loading or discharging due to the Vessel's inability to load or discharge at the rates set out in Appendix VIII or due to any other defect and/or default in the Vessel, deficiency and/or default of Vessel's personnel, including inability of the Vessel to ballast or de-ballast at a rate commensurate with the respective loading or discharging rate, then such time lost shall not count as laytime or time on demurrage.
- E Laydays shall be non-reversible.
- F Laytime permitted at Loading and Discharging Port(s), shall be calculated on the Bill of Lading quantity and discharge quantity respectively.
- G Laytime shall cease to count, (nor shall time count as time on demurrage) for any period of time during which cargo operations at the Loading Port are suspended because of the weather.

18 FORCE MAJEURE/INTERRUPTIONS TO LAYTIME

- A Charterer shall be under no liability to Owner for any delay or failure in the performance of any of its obligations under this Charter Party nor shall laytime count, nor shall any other time thereby lost count against Charterer whether the vessel is already on demurrage or otherwise, if such delay or failure is due to or results directly or indirectly from war, or the anticipated imminence thereof, between any nations; restraint of rulers, governments or peoples; legislation, decrees, orders, regulations or the like by government of the country of shipment or discharge or any port of waterway where the vessel may from time to time be, or of the vessel's flag; inability to obtain export or import licenses; blockade, sanctions, civil commotion, political disturbances, revolution, revolt or riot, strikes, boycott, lock-outs, industrial disturbances or any effects whatsoever thereof; combinations of seamen or workmen; blockages or obstructions in the loading or discharging port(s), the navigation channels or approaches; accidents or stoppages, mechanical or electrical breakdowns, whether total or partial, at mines, ports, railways, roadways, waterways, ropeways or other means of transport; epidemics, quarantine, acts of God, inclement weather (including but not limited to drought, frosts, tropical revolving storms, heavy rain, tempests or washaways); congestion at the Loading Port or Discharging Port(s) resulting from any of the above causes; or any other event or occurrence of any nature or of any kind whatsoever beyond the reasonable control of Charterer, including any delay or failure resulting directly or indirectly from the consequences of such event or events after they have ceased to operate.
- B In the event of an occurrence of Force Majeure under sub-clause 18A, affecting or likely to affect the performance of any of Charterer's obligations herein, Charterer shall give prompt notice thereof to Owner and shall, if required, and upon reasonable notice, give to Owner in writing particulars of the relevant event, together with such supporting evidence as is reasonably available.
- C In the event of an occurrence of Force Majeure as aforesaid affecting the performance of any of Charterer's obligations herein, Charterer shall take reasonable steps to minimise any delay or effect of Force Majeure and make good and resume with the least possible delay compliance with any obligation affected. Charterer, whilst having contractual commitments to other owners and operators of other vessels in the Loading Port may be directed by the Port Authority to allocate berths and cargo at that port, and accordingly, Charterer shall not be bound to give to Owner any precedence over any other vessel.

19 DEMURRAGE

At Loading and Discharging Port(s):

- A Charterer shall pay to Owner demurrage at the rate set out in Appendix II per day of twenty four (24) consecutive hours and pro rata for part thereof for all time used in excess of laytime allowed.
- B Owner shall pay to Charterer despatch money at the rate set out in Appendix II per day of twenty four (24) consecutive hours and pro rata for part thereof for all laytime saved.

20 HATCHES AND HOLDS

A Covering and Uncovering of Hatches

- (a) All time and expenditure relating to the covering and uncovering of hatches shall be for Owner's account.
- (b) The Master shall cover the hatch(es) of each hold as soon as loading into or discharging out of that hold has finished.
- (c) If weather is inclement or wet the Master shall have all hatches closed when loading or discharging has finished for the day.
- (d) During rain and/or snow and/or high wind the Master shall cover up all hatches into or from which loading or discharging is not in progress.

B Cargo Holds

Prior to tendering NOR at Loading Port, the Vessel(s) holds and hatchways are to be swept clean and free from rust and residue of previous cargoes, washed with fresh water and washed and coated with slaked lime (calcium hydroxide - Ca(OH)_2) as set out in Appendix IX.

An independent surveyor, at Charterer's expense, shall inspect all holds and determine whether the Vessel(s) holds are in a clear, clean and dry condition, with adequate lime-coating, and ready to receive cargo.

If upon berthing, the Vessel passes the surveyor's inspection and is in every respect ready to load, a "Cleanliness Certificate" will be issued and time shall count from the time as determined by Clause 17.

If upon berthing, the Vessel fails to pass the customary inspection, then time shall not commence to count until the Vessel is ready to receive cargo to the surveyor's satisfaction.

All costs and consequences of delays, including the cost of labour standing-by, shall be for the Owner's account.

21 OVERTIME

The Vessel(s) to work overtime if requested to do so and overtime expenses are to be paid by the party ordering same, except for overtime expenses for the vessel's officers and crew which shall always be borne by Owner, even if the vessel is on demurrage. Should overtime work be ordered by Port Authorities or outside bodies, extra expenses shall be shared equally between Charterer and Owner.

22 STEVEDORE DAMAGE

Stevedores appointed by the shippers or their agents for loading and belt trimming to be employed by shippers at their risk and expense.

At the Discharging Port(s), stevedores appointed by the receiver(s) to be employed by receiver(s) at their risk and expense.

Stevedores, although appointed by Charterer, shipper or receiver(s) or their agents, shall be under the direction and control of the Master. Charterer, shipper or receiver(s) shall not be responsible for the act and default of the stevedores at Loading and Discharging Ports.

All claims for damage allegedly caused by stevedores shall be settled directly between Owner and stevedores at the Loading and/or Discharging Port and any time occupied in repairing stevedoring damage not to count as laytime.

Neither Charterer nor stevedore shall be responsible for fair wear and tear commensurate with the nature of the trade.

Owner or Master shall give written notice to stevedores of damage claimed not later than twenty four (24) hours after occurrence.

23 LIGHTERAGE AND LIGHTENING

Charterer has the option of discharging into lighters and/or otherwise lightening the Vessel if it so requires, time and expenses thereof shall subject to Clause 5 be for Charterer's account and time so used to count as laytime.

Otherwise all other terms, conditions and exceptions of this Charter Party shall apply.

24 PORT CHARGES, DUES AND TAXES

Any taxes, dues, port charges or other charges levied against the vessel and/or freight shall be paid for Owner's account. Any freight tax payable under the Charter Party to be for Owner's account.

Any taxes, dues or other charges levied against the cargo shall be for the Charterer's account at the Loading Port and for the receiver's account at the Discharging Port.

25 AGENCY AND DISBURSEMENTS

At Loading and Discharging Port Vessel(s) shall be consigned to Charterer's nominated agent(s) as set out in Appendix I who shall be appointed by Owner, Owner paying customary fees.

For each vessel, Owner undertakes to provide funds sufficient to cover the vessel's disbursements, said funds to be received by Charterer's nominated agent prior to the vessel's arrival at each port.

26 BILLS OF LADING

On completion of loading and draft survey, the Master or Owner's agents (duly authorised to sign on the Master's behalf only) shall sign and issue on demand and in accordance with Mate's receipts, Bill(s) of Lading on the Dampier Salt Limited Standard Form (a copy of which is contained in the Incorporated Documentation hereto) as presented for signature by the Charterer or shipper and without prejudice to this Charter Party

All Bills of Lading issued under this Charter Party are to incorporate the Australian Carriage of Goods by Sea Act 1991 incorporating the Hague-Visby Rules as amended.

27 LOADING PORT(S), DISCHARGING PORT(S), RATES OF FREIGHT

- A Rates of Freight shall be paid in United States currency.
- B Discharging Port(s), Rates of Freight, and Address Commission as per Appendix II and III.
- C If a nominated Vessel has a capacity to load cargo in excess of the maximum quantity of cargo which Charterer has undertaken to provide, Charterer shall have the right to load, subject to the provisions of sub- clause 5 A, additional cargo and the applicable freight rate on such additional cargo shall be reduced by an amount to be agreed between Charterer and Owner.
- D Full freight to be deemed earned on completion of loading whether or not the Vessel and/or cargo is subsequently lost, and shall be paid on the loaded weight as determined by an independent draft survey made by Charterer's nominated surveyor, which quantity will be incorporated in the Bill(s) of Lading. The cost of Charterer's nominated surveyor is to be for Charterer's account.

28 PAYMENT OF FREIGHT

- A Provisional Freight

Provisional freight shall be remitted telegraphically by Charterer through its bank to Owner's nominated bank account ninety five percent (95%) for value within three (3) bank working days after completion of loading, on Bill(s) of Lading quantity, non-returnable, ship and/or cargo lost or not lost.

Freight shall be deemed to be paid when Charterer gives to its bank instructions in the customary manner to make the appropriate remittance on the specified value date and Owner acknowledges any delay in transfer of freight that may occur from that time to be outside Charterer's control.

- B Final Freight

The balance of freight based on Discharging Port(s) quantity, shall be remitted within thirty (30) days of receipt of Owner's account including Statements of Fact, Notices of Readiness, Timesheets.

- C Address Commission

A commission of to be deducted by Charterer on payment of freight and demurrage.

A brokerage of is due to and payable by owners.

- D Owner's nominated bank account is as follows:

.....

- E Charterer's nominated bank account is as follows:

Bank of America NT & SA
1850 Gateway Blvd, Concord Ca 94520
Account: Rio Tinto Shipping PTY LTD
Account No: 62906-28313
Swift: BOFAUS6S

29 DEADFREIGHT

Under no circumstances shall deadfreight be payable in respect of any voyage performed under this Charter Party provided Charterer makes available cargo as confirmed under Clause 3.

30 WAR RISKS

- A No Bill(s) of Lading to be signed for any blockaded port and if the Discharging Port(s) be declared blockaded after Bill(s) of Lading have been signed, or if the port(s) to which the Vessel has been ordered to discharge either on signing Bill(s) of Lading or thereafter be one to which the Vessel is or shall be prohibited from going by the government of the nation under whose flag the Vessel sails or by any other Government. Owner shall discharge the cargo at any other port covered by this Charter Party as ordered by Charterer (provided that such other port is not blockaded or prohibited port as abovementioned) and shall be entitled to freight as if the Vessel had discharged at the Discharging Port(s) to which she was originally ordered.
- B The vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the government of the nation under whose flag the vessel sails or any department thereof, or any person acting or purporting to act with the authority of such government or any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the Vessel, the right to give such orders or directions and if by reason of and in compliance with any such order or directions anything is done or not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.

31 EXTRA WAR RISK INSURANCE/WAR BONUS

Charterer shall pay for the additional cost, if any, of any War Risks Insurance premiums on the vessel and for her crew over the rates in effect on the date of this Charter Party which are necessitated by the trade in which the vessel is employed under this Charter Party. All War Risk Bonuses paid by Owner to members of the crew, in accordance with the provisions of Owner's Maritime Board agreements, and/or similar agreements in excess of those in effect on the date of this Charter Party as to the trade in which the vessel is employed under this Charter Party shall to the extent of the excess (if any) of the rates from time to time prevailing such trade over those in effect on the date of the commencement of the voyage, be for Charterer's account.

32 EXTRA INSURANCE

Any extra cost of insurance payable on cargo due to vessel's age and/or class not being one of the ages or classes included in the Classification Clause which at the particular time is adopted by the Cargo Underwriters and/or route and/or flag and/or ownership, shall be for Owner's account.

33 SECRECY

It is hereby agreed that the terms of this Charter Party are confidential and that neither party shall disclose any of the terms to any third party unless such disclosure shall be required by law or to give commercial effect to this contract.

34 UNFORESEEN CIRCUMSTANCES

Both Owner and Charterer realise that circumstances may arise which could not have been foreseen at the time this Charter Party was executed and each agree to use their best efforts to solve any such problems in a spirit of mutual understanding and co-operation.

35 ARBITRATION

- A Any dispute arising out of or in relation to this Charter Party shall be submitted to Arbitration in Melbourne.
- B Notice requiring a party to appoint an arbitrator in accordance with paragraph C hereof shall be served upon the Charterer and Owner at their respective registered office during business hours.
- C One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen.

The Arbitrators shall be recognised by the Australian Centre for International Commercial Arbitration or the Institute of Arbitrators Australia as having expertise in shipping or maritime matters.

- D The arbitration shall be conducted in accordance with the Western Australia Commercial Arbitrators Act 1984 ("the Act") save and award except that the parties hereby agree that:-
 - (a) the Arbitrators may determine any questions by reference to consideration of general justice and fairness.
 - (b) a party may be represented by duly qualified legal practitioners or other representative.
 - (c) the Arbitrators shall not have the powers conferred by Section 27 of the Act.
 - (d) the Arbitrators shall include in the arbitration their findings on the material questions of law and fact, including references to the matters on which the findings of fact were based.
 - (e) the parties shall give any necessary consent to an appeal to the Supreme Court of Victoria Australia on any questions of law arising in the course of the arbitration or arising out of the arbitration award.

36 PROPER LAW

This Contract shall in all respects be governed by and construed in accordance with the laws for the time being in force in the State of Western Australia.

37 OIL POLLUTION

Owner agrees to indemnify Charterer, its servants, its agents or any other party against any liability which may be imposed upon them or which they may incur under any statute regulation (or requirement or directive made thereunder) of any nation, state or international organisation regarding liability for pollution of navigable waters by oil by reason of any contravention of such statute, regulation (requirement or directive made thereunder) as aforesaid by the vessel the Master or by any servant or agent of Owner, provided that such contravention shall not have been caused by the party seeking to be indemnified under this Charter Party and provided further that the facts and matters giving rise to the contravention do not constitute a defence under Article 3, Section 2 of the International Convention on Civil Liability for Oil Pollution Damage 1969. Owner warrants that the Vessel is adequately insured at all times for any liabilities arising out of any contravention as aforesaid.

No liability for demurrage shall arise from any delay or loss of time to the vessel at the Loading Port and/or Discharging Port(s) caused by any such contravention nor shall any time lost by any such contravention count when calculating despatch.

38 LIEN

If the vessel is under charter to the Owner then the Owner shall defend, indemnify and hold the Charterer herein harmless from any lien on cargo, freight or subfreights exercised by the actual/ Disponent Owner of the vessel arising from the failure of Owner to discharge its obligations to the vessel's actual/Disponent Owner under charter. All liability of Charterer shall cease upon completion of loading.

39 DRUG AND ALCOHOL CLAUSE

Owner/Disponent Owner undertakes to Charterer that it has guidelines on drug and alcohol abuse applicable to each vessel with the objective that no seafarer will navigate a Vessel or operate its onboard equipment while impaired by drugs or alcohol and that no seafarer will have the use or possession of or the opportunity to sell or distribute or transport illicit or non-prescribed drugs aboard the vessel. Further, the Charterer expects that the Owner/Disponent Owner exercise due diligence throughout the period of the charter party to ensure that such guidelines are complied with.

40 GENERAL AVERAGE AND THE NEW JASON CLAUSE

General Average shall be payable according to the York/Antwerp Rules, 1974, as amended 1990, but where the adjustment is made in accordance with the law and practice of the United States of America, the following Clause shall apply:-

NEW JASON CLAUSE

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

If a salving Vessel is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving Vessel or Vessels belonged to strangers. Such deposit as the carrier or his agent(s) may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery.'

Charterer shall ensure that the Bills of Lading issued under this Charter Party shall contain or by general reference be deemed to incorporate the abovementioned 'General Average and New Jason Clause'.

41 BOTH TO BLAME COLLISION CLAUSE

If the liability for any collision in which the vessel is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America, the following Clause shall apply:

BOTH TO BLAME COLLISION CLAUSE

'If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the Vessel, the owner(s) of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owner(s) in so far as such loss or liability represents loss of, or damage to, any claim whatsoever

of the owners of the said goods, paid or payable by the other non-carrying vessel or her owner(s) to the owner(s) of the said goods and set off, recouped or recovered by the other or non-carrying vessel or her owner(s) as part of their claim against the carrying Vessel or carrier.

The foregoing provisions shall also apply where the owner(s), operator(s) or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect to a collision or contact.'

Charterer shall ensure that the Bill(s) of Lading issued under this Charter Party shall contain or by general reference be deemed to incorporate the abovementioned 'Both to Blame Collision Clause'.

42 ICE CLAUSE

- A Should ice prevent the Vessel(s) from reaching Discharging Port(s), Charterer shall have the option of keeping the Vessel waiting until the re- opening of navigation on paying demurrage for time thereby lost, or of ordering the Vessel to a safe and immediately accessible port (within the range as stated in Clause 27) where it can safely discharge without risk of detention by ice. Such orders are to be given within forty eight (48) hours after Master or Owner has given notice to Charterer and consignee(s) of the impossibility of reaching the Discharging Port.
- B If, during discharging the Master, for fear of the Vessel being frozen in, deems it advisable to leave, he has the liberty to do so with whatever quantity of cargo he has aboard. Owner shall forthwith give notice to Charterer of the situation. Within forty eight (48) hours after receipt of such notice Charterer shall give notice to Owner in reply nominating an alternate discharge port.
- C On delivery of the cargo at the alternative discharge port, all conditions of the Charter Party shall apply and Owner shall receive the same freight as if the vessel had discharged at the original Discharge Port, except that if the distance of the alternative discharge port from the Discharging Port exceeds one hundred (100) nautical miles, Charterer shall pay Owner any extra expenses incurred by Owner due to such alteration of destination.

43 DEVIATION AND LIBERTIES

The Vessel shall have liberty to sail with or without pilots, except where compulsory pilotage is required, to tow or to be towed, to deviate from the voyage for the purpose of saving human life, to communicate with a vessel in distress in case lives may be in danger or to avoid danger to the ship or cargo, but for no other purpose whatsoever.

44 LIQUIDATION/BANKRUPTCY OF OWNER

If Owner becomes insolvent or bankrupt or has a receiving order made against it or compounds with its creditors, or being a corporation commences to be wound up, or is placed under official management or carries on its business under a receiver, trustee, liquidator or provisional liquidator for the benefit of any or all of its creditors Owner shall forthwith notify Charterer accordingly and Charterer may either:

- A terminate the Charter Party forthwith by notice to owner, receiver, trustee, liquidator, provisional liquidator, official manager or to any other person in whom the Charter Party may have become vested; or
- B give to the receiver, trustee, liquidator, provisional liquidator, official manager or other person the option to perform the Charter Party subject to him providing a guarantee (satisfactory to

Charterer) for the time being remaining to be performed for the due and faithful performance of the Charter Party.

- C any option given under paragraph (ii) of this Clause shall be exercisable within fourteen (14) days of its receipt.

45 COMMUNICATIONS

It is mutually agreed that the English language will be used in notices, letters, telexes and all other means of communication between parties. In this Charter Party:

- A Without prejudice to any other mode of service, notices shall be deemed to be properly given if sent by facsimile to the intended recipient at its then current facsimile address, or if properly posted pre-paid by the fastest means addressed to the recipient at its address specified in the Charter Party and, in the case of Charterer, marked for the attention of the Account Manager.
- B Subject to this Clause, any party hereto by notice to the other may change its address from that set out to such other address as is specified in the notice.
- C Notices given in accordance with this Clause shall be deemed to have been properly given to the addressee in the ordinary course of transmission if by any means other than by post or, if given by post, four days after the date of posting.
- D Charterer's address for purpose of service is:

***Rio Tinto Shipping Pty Limited
Level 31
120 Collins Street
Melbourne 3000
Victoria Australia***

- E Owner's address for purpose of service is:

Telephone: Facsimile:

46 AMENDMENTS

Amendments, if any, to the Charter Party shall be in the form of a properly numbered and executed addendum to the Charter Party, unless otherwise agreed in writing by facsimile by Charterer.

47 INCORPORATED DOCUMENTATION

The Appendices, and the Dampier Salt Limited Standard Form Bill of Lading as attached hereto are hereby incorporated into and form part of this Charter Party, together with any Fixture Note or Recap statement, issued in relation to this Charter Party. To the extent there is any conflict/inconsistency between the provisions of this Charter Party and the provisions set out in any Fixture Note and/or Recap statement, the provisions set out in said Fixture Note and/or Recap statement shall prevail to the extent of such conflict/inconsistency only.

48 ISPS CLAUSE

- (a) In this clause:
 - (i) 'CSO' means Company Security Officer;
 - (ii) 'ISPS Code' means the International Ship and Port Facility Security (ISPS) Code (as amended from time to time) and the relevant amendments to Chapter XI of the International Convention for the Safety of Life at Sea 1974;
 - (iii) 'SSO' means Ship Security Officer;
 - (iv) all words and expressions that are defined in the ISPS Code have the same meanings in this clause, in particular 'the Company', 'Company Security Officer', 'Interim International Ship Security Certificate', 'International Ship Security Certificate', 'Ship Security Officer' and 'Ship Security Plan'.
- (b) From the date of coming into force of the ISPS Code in relation to the Vessel and thereafter during the currency of this Contract, Owner shall ensure that both the Vessel and the Company comply at all times with the requirements in the ISPS Code relating to the Vessel and the Company. Owner shall provide to Charterer:
 - (i) a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) for the Vessel; and
 - (ii) the full style contact details of the CSO.
- (c) Except as otherwise provided in this Contract, Owner shall be liable for any loss, damage, expense or delay, which arises from any failure at any time of the Company or the Vessel to comply with the requirements in the ISPS Code (or the taking of any action to meet such requirements) or breach by Owner of any of its obligations in this clause.
- (d) Charterer shall provide the CSO and either the SSO or the Master with Charterer's full style contact details and any other information Owner requires to comply with the ISPS Code. Any delay caused by Charterer's failure to provide information required under this paragraph (d) shall count as Laytime and Charterer must reimburse Owner for any additional costs incurred by Owner which result directly from Charterer's failure to provide such information.
- (e) The Master shall be entitled to tender NOR even if the Vessel is not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code provided that the SSO and the Master believe (having made all reasonable enquiries) that clearance will be granted swiftly in accordance with normal practice and procedure at the port. However, the NOR shall be invalidated if any delay in clearance of the Vessel arises from any failure at any time of the Company or the Vessel to comply with the requirements in the ISPS Code (or the taking of any action to meet such requirements) or breach by Owner of any of its obligations in this clause.
- (f) Notwithstanding sub-clause (e), any time lost as a result of security measures imposed by a port facility or relevant authority under the ISPS Code shall not count as Laytime or time on demurrage (unless such lost time was directly caused by Charterer's failure to comply with its obligations in the ISPS Code or this clause).
- (g) Notwithstanding anything else contained in this Contract:

Owner and Charterer shall share in equal proportions any additional costs or expenses arising out of, or related to, security regulations or measures required by the port facility or relevant authority under the ISPS Code including security guards, launch services, tug escorts, port security fees or taxes and inspections (provided that if any such additional

costs arise solely from either party's failure to comply with the requirements of the ISPS Code or this clause, then that party will be solely responsible for such costs);

Owner shall be responsible for the cost and expense of all measures required by Owner or the Company to comply with the Ship Security Plan.

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

49 LETTER OF INDEMNITY

If requested by Charterer, the Master shall release all or part cargo at the Discharge Port(s) without presentation of original Bills of Lading. Prior to discharge and if required by Owners, Charterers shall provide Owners with a signed Letter of Indemnity in the standard P&I Club format, stating that no counter signature will be required from Charterer's bank. Such Letter of Indemnity shall automatically become null and void upon presentation to Owners/Master of an original Bill of Lading by the party to whom the goods were discharged, or their duly authorised agent.

IN WITNESS WHEREOF the parties hereto have signed this Contract as at the date herein above mentioned by their respective duly authorised officers or representatives.

CHARTERER

WITNESS

.....

.....

OWNER

WITNESS

.....

.....

AGENTS

It is this day mutually agreed between as Charterer, and as Owner that:-

Agents nominated by Charterer will be:-

Loading Port(s):

DAMPIER:

Sea Corporation Pty Ltd (SEACORP)

Nick Carrmond

10 Phillimore Street

Fremantle, Western Australia 6959

Ph: 61 8 9430 7100

Fax: 61 8 9430 7199

Telex 051 94079106 SEAC

Mobile: 61 418 882 545

Email: seacorpdampier@seacorp.com.au

PORT HEDLAND

Sea Corporation Pty Ltd (SEACORP)

28 Dempster Street, Port Hedland, W.A. 6721

Tel: (08) 9173 4251

Fax: (08) 9173 4152

Mobile: 0427 011 382

Email: armstrongh@seacorp.com.au

CAPE CUVIER

Bob Dalton

Carnarvon Branch

Indian Ocean Shipping Agencies

3/14 Robinson Street

Po Box 1033

Carnarvon

WA, 6701

Mob: 0418941350

Tel: 61-08-99413909

Fax: 61-08-99414635

Email: ops@indianoceansa.com.au / b.dalton@indianoceansa.com.au

Discharging Port(s): Charterer's agents to be advised

FREIGHT, BUNKERS AND DESPATCH/DEMURRAGE**1. FREIGHT**

The agreed rate of freight to apply to the Charter Party is

2. DESPATCH/DEMURRAGE

The agreed rate of demurrage to apply to at each end is and pro rata; despatch rate to apply to both ends for laytime saved inloading and discharging is and pro rata.

LOADING AND DISCHARGING PORT(S)

Load: Final load port to be confirmed at the time of vessel nomination/acceptance.

Discharge:

VESSEL PARTICULARS

Vessel's name and former name(s) and:

1. Year Built
2. Flag
3. Register and changes in register
4. Nationality of crew and Master
5. Dimensions, specifications and gear, which includes:
 - DWT
 - GRT
 - NRT
 - LOA(m)
 - LBP(m)
 - Beam(m)
 - summer draft
 - grain cubic
 - number and dimensions of Holds and Hatches
 - winch configurations
 - deck gear (including cranes, derricks) Number and SWL
 - number, type and capacity of grabs (if any)
 - communication details, namely INMARSAT/SATCOM C/Call Sign as applicable
6. Confirmation of ITF certification and Certificate Number
7. Confirmation of mooring rope compliance as per COA appendix if vessel is to load at Cape Cuvier, Dampier or Port Hedland
 - a) Type or ropes/lines
 - b) Number of ropes/lines
8. Shipowner's confirmation that vessel meets all SOLAS and Australian Hold Ladder requirements
9. Shipowner's confirmation of co-operation for Charterers to have the option to arrange for independent survey at previous port
10. Ship Owners confirmation of their intent to fully comply with Charterer's Limewashing Standards
11. Previous cargo carried
12. Previous (discharge) port
13. ETA and ETD at previous port
14. Laycan at loading port
15. ETA at loadport
16. Loadable quantity for this voyage
17. Dates and details of previous AMSA inspections and detentions (if any)
18. Date and place of latest vessel survey
19. Classification society and change (if any)
20. Owner and changes (if any)

QUANTITIES AND SHIPMENTS

Vessels nominated under this agreement are to be single deck bulk carriers, a maximum of twenty (20) years of age from the date of commissioning, each equipped with minimum () ton cranes serving each hatch, always subject to Rightship approval.

- laycan / contract duration:
- shipment sizes
- no. shipments

SHIPPING REGISTERS

For the purposes of this Charter Party, the following list sets out the Classification Societies that are acceptable for nominated Vessels:-

- Lloyd's Register
- American Bureau of Shipping
- Bureau Veritas
- Germanischer Lloyd
- Korean Register of Shipping
- Nippon Kaiji Kyokai
- Det Norske Veritas
- Registro Italiano

PROGRAMMING, NOTICES AND STEMMING

Charterer is to nominate to the Owner a 10 day Layday period/ Laycan spread at least 30 days prior to the opening of Charterer's nominated Layday period/Laycan.

Owner shall notify Charterer ten (10) days prior to the opening layday at the Port of Loading the identity of the performing Vessel on RTS nomination form.

Owners option to substitute performing vessel latest eight (8) days prior to the vessel's ETA load port, in accordance with Clause 13.

Within 1 (one) working day after receipt of the vessel nomination, Charterer shall by notice to Owner, accept or reject the vessel, and confirm final load port. The vessel shall only be rejected if it does not comply with the requirements of this Contract. If the vessel is rejected Charterer shall state the reason for rejection. If the vessel is rejected Owner shall arrange another vessel in its place and the procedure hereinbefore set out shall apply in respect of that vessel and any other vessel nominated.

LOADING AND DISCHARGING RATES**A. Loading**

The cargo to be shipped at the average rate of except for the following days deemed always to be non-working days:-

- Good Friday
- Easter Monday
- Christmas Day (25 December)
- Boxing Day (26 December)
- New Year's Day (1 January)
- Fenaeling Day (1st Monday in August) - Dampier only

B. Discharging

The cargo to be discharged at the average rate of

HOLD CLEANLINESS REQUIREMENTS

Following are the hold condition and preparation requirements for Vessels loading bulk cargoes of salt from Dampier Salt Limited (Charterer) and describe the inspection procedure and standards required by Charterer to eliminate shipboard contamination of cargo. All Vessels will be inspected at the loading port by an independent Surveyor appointed by Charterer.

- All cargo spaces must be totally empty, clean and clear of all rubbish, cargo gear, dunnage, drums, etc.
- All cargo spaces must be dry.
- No loose scale or rust is to be present on the bulkheads, floors, tanktops or underside of hatch covers.
- There must be no leaks from fuel or ballast tanks into the cargo spaces. Hatch covers must be in suitable condition such that, when they are properly closed and sealed, contamination of the cargo by the ingress of seawater or rainfall is prevented.
- All manhole covers leading from cargo spaces, where necessary, are to be properly secured and sealed to prevent contamination of the cargo from bilges and other extraneous sources.
- Chemicals or traces of previous cargo residues is not acceptable. On request by the Surveyor or Charterer's Shipping Officer, the Master must provide details of previous cargoes in each hold. If traces of previous cargo residues exist then the Master must advise Charterer's Shipping Officer immediately, particularly where prior cargoes contained a heavy metal ore content such as Barium, Nickel, Manganese, Chromium, Copper, Mercury, Lead, Cadmium, Arsenic and/or Aluminium ores.
- In the event that there are surface coatings other than lime-wash is applied within the cargo spaces, the nature of the coating should be ascertained, with particular attention being given to those cargo spaces that have been freshly painted with metal oxide based paints. If the coating could contaminate the cargo, the identity of the said coating will be recorded on the "Hold Inspection Certificate" and the Company Shipping Officer will be advised immediately prior to the commencement of loading.
- Cargo spaces must be free of scale, washed down with fresh or sea water, with a final wash of fresh water. This is to be followed by a thick application of slaked lime (Calcium Hydroxide $\text{Ca}(\text{OH})_2$) to all surfaces that will come in contact with the cargo. The height of lime-washing within the holds must represent at least 75% of the height of the bulkheads/sidewalls. Lime-washing must be sufficiently thick to ensure that no bare metal or hold paint is visible through the lime coating. The application of more than one coat of lime will usually be required in order to obtain a "Certificate of Cleanliness" from the Surveyor.
- In the event that a vessel does not pass the above criteria then the Surveyor will not issue a "Certificate of Cleanliness". Instead he will issue a "Hold Inspection Certificate" stating the condition of the holds. Unless and until the Surveyor issues a "Certificate of Cleanliness" the Vessel will be considered to have failed inspection and Notice of Readiness will not be accepted. All costs, consequences and delays will be for Owner's account, until such time as the Surveyor passes the Vessel and issues a "Certificate of Cleanliness" for it. The Vessel will be required to clean and re-prepare holds as instructed by the Surveyor for re-presentation and must obtain a "Certificate of Cleanliness" before commencing loading.

GUIDELINES FOR VESSELS CALLING AT CAPE CUVIER

INTRODUCTION

Due to the unique conditions of Cape Cuvier, there are a number of essential requirements with which vessels must comply.

For all vessels intending to call at Cape Cuvier for the first time, a copy of the General Arrangement Plan clearly showing a detailed diagram or plan of the layout of the mooring winch arrangement is to be forwarded to Dampier Salt Limited to ensure the vessel meets general requirements.

Acceptance of a vessel by Dampier Salt Limited and the Marine Pilot is subject to the following guidelines being strictly adhered to and will be checked for compliance on arrival.

BERTHING PROCEDURE

On arrival, Vessels are boarded by the Marine Pilot and Mooring Crew, and with the use of two tugs the Vessel is secured to six mooring buoys.

On arrival the Vessel's two central winch drums both forward and aft should be bare of rope ready to receive the 36mm shore supplied wires (two wires each from the forward and aft buoys).

A minimum of four working ropes must be available on each foredeck and afterdeck. If the Vessel does not have the winch drum reels for each of these working ropes then the ropes are to be coiled down on deck in readiness.

Two spare ropes must also be held coiled in readiness on each foredeck and afterdeck.

There is no set sequence for securing the Vessel to the buoys. This is dependent on wind direction and swell.

All boarding and disembarking equipment is to comply with Solas regulations.

WINCHES

A copy of the vessel's General Arrangement Plan clearly showing a detailed diagram or plan of the layout of the mooring winch arrangement must be submitted at the time of Vessel nomination.

Vessels under 30,000 DWT require a minimum of two (2) independently operated winch drum reels forward and two (2) independently operated winch drum reels aft.

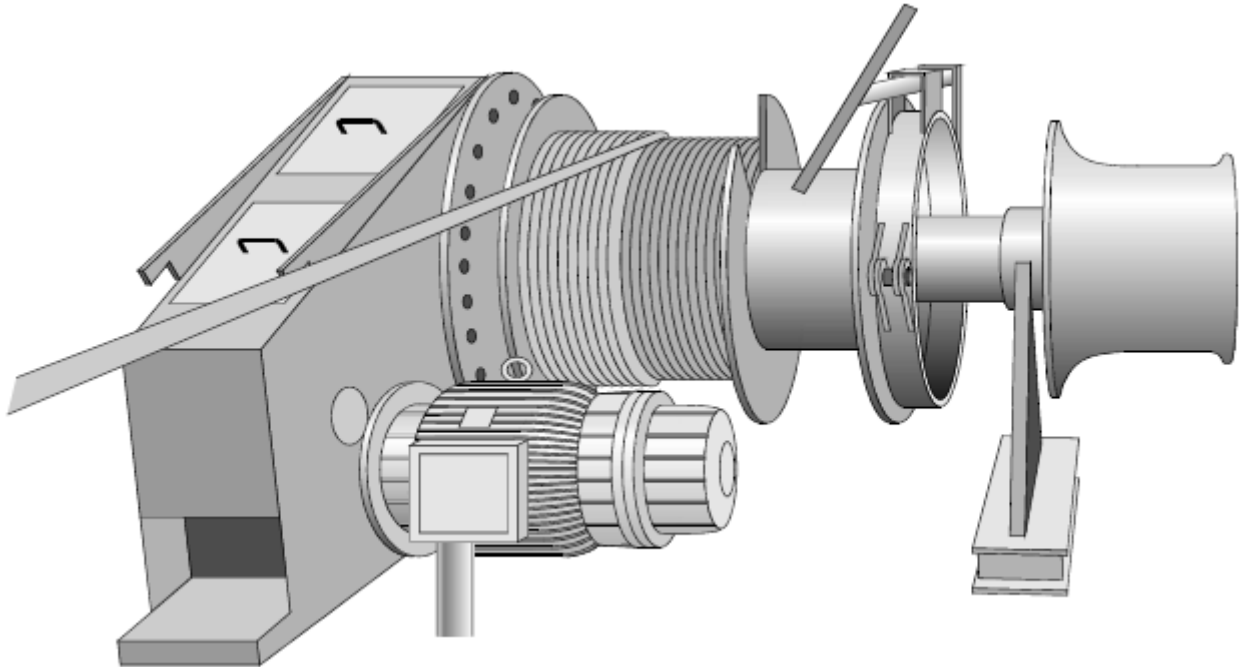
For Vessels between 30,000 DWT and 35,000 DWT it is desirable that they have four (4) independently operated winch drum reels both forward and aft however, depending on the power, type and location of the winches, a Vessel within this deadweight size range with only two (2) independently operated winch drum reels both forward and aft may be acceptable, but, only after the general arrangement plan and mooring winch arrangements have been submitted to Dampier Salt Limited for consideration and final acceptance.

Vessels over 35,000 DWT require a minimum of four (4) independently operated winch drum reels forward and four (4) independently operated winch drum reels aft.

WINCHES - TYPE

Although electro-hydraulic driven winches are acceptable, please note that due to the continuous load applied to the winches when used, direct coupled electric motor driven winches are not acceptable.

Winches with split drum reels are not acceptable. The following picture is an example of a non acceptable split drum reel.



WINCHES - CONDITION AND SAFETY

Because the ship loader is fixed, the vessel must warp to facilitate loading. All warping operations are performed by shore personnel. The Vessel's winches control the safety of the vessel and must be in first class working condition and be able to supply full power for long periods.

Forward and aft winch areas are to have suitable lighting to enable personnel to work throughout the night. All walkways surrounding winches are to be clean and clear and in a sound condition and all guards fitted to moving winch parts are to be in place and in good condition.

The need for strict safety guidelines is of utmost importance.

WINCHES - BRAKES

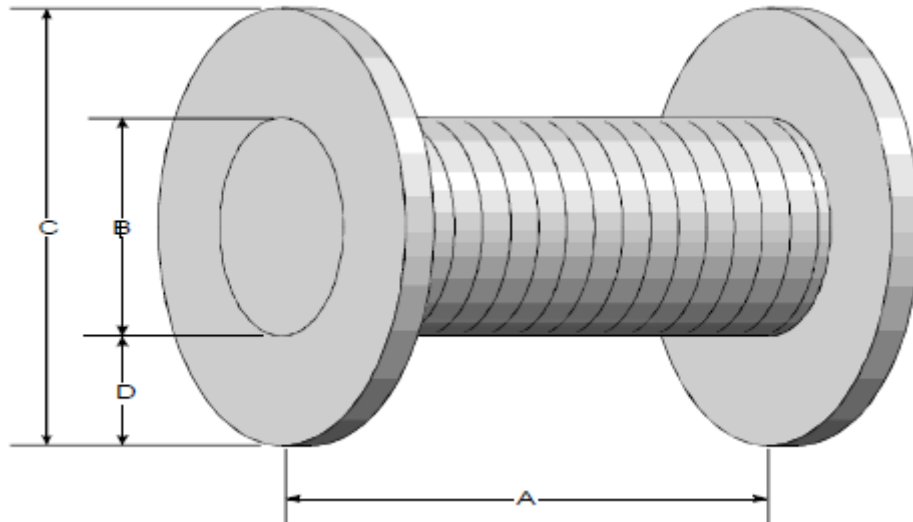
There must be no rust on the brake drums and all brake liners must be in good condition and be of a non-asbestos material. The worm drive brake lever must be free and greased and be able to supply considerable pressure on the brake liners without running out of thread. Past experience has shown that when the lever has run out of thread it can break, causing major delays or damage to equipment.

WINCH DRUM REELS

Winch drum reels on vessels over 30,000 DWT should be at least 800mm wide with a depth of 600mm to be able to take the 310m x 36mm diameter wires or 220m x 80mm diameter ropes (for vessels under 30,000 DWT, 70mm diameter ropes to apply).

Following winch drum dimensions must be provided at time of Vessel nomination:-

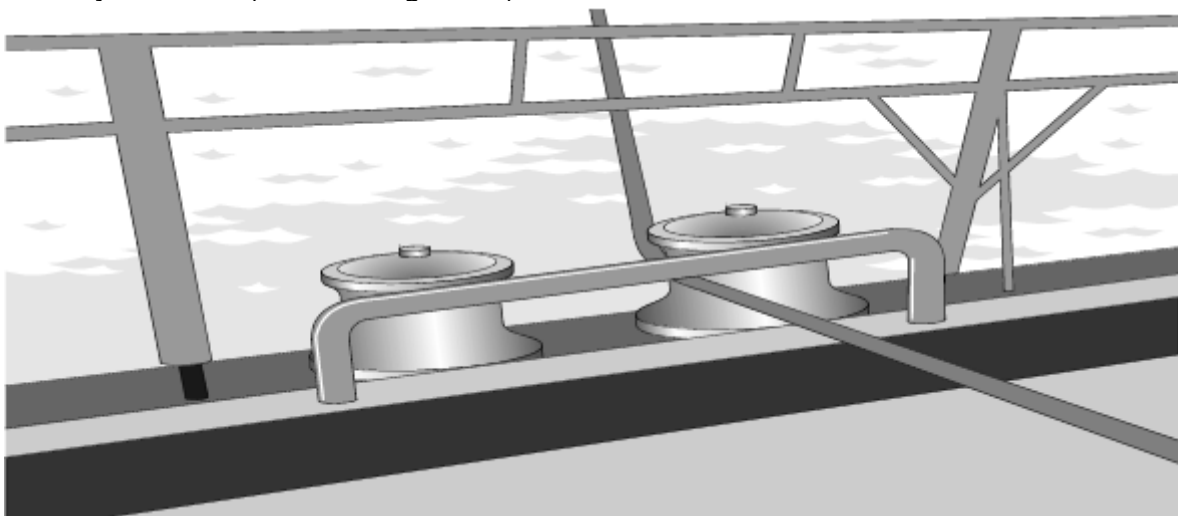
A: Width of Reel B: Diameter of Drum C: Diameter of Reel D: Depth of Reel



ROLLER FAIR LEADS

Plain, vertical roller leads are required both forward and aft. Leads other than plain roller leads are normally not acceptable.

All roller leads should be free and in good condition with the centre leads (aft only) being fitted with a 75mm bar to stop the wires coming off the rollers and damaging the ships rails when the vessel is trimmed by the stern. (See drawing below).



ROPES

Ships ropes should be checked to ensure they are in good condition and that they are long enough (220M). Four working ropes are required at each end (220m x 80mm diameter Vessels over 30,000

DWT and 220m x 70mm diameter Vessels under 30,000 DWT) and should be fitted with a reinforced eye one metre long at the outer end. An additional two spare ropes are required at each end in case of breakages.

CARGO HOLD PREPARATION

Traces of previous cargo residues is not acceptable and the Owners/Master must advise Charterer's Shipping Officer immediately if prior cargoes contained any heavy metal ore content such as barium, Nickel, Manganese, Chromium, Copper, Mercury, Lead, Cadmium, Arsenic and/or Aluminium ores.

Any hold paint applications, especially fresh touch up applications, must not be applied with lead based paints. Any use of lead based paints is not acceptable as the Vessel will not pass hold inspection.

SALT CARGO - HOLD CLEANLINESS & LIME WASHING

On arrival all holds are to be free of rust scale, paint scale, previous cargo residues and dry. Holds are to be applied with a thick coating of lime-wash ready to load cargo on arrival. The first two holds to be loaded should have their hatch covers opened (weather permitting) before the pilot boards the Vessel.

GYPSUM CARGO - HOLD CLEANLINESS

On arrival all holds are to be free of rust scale, paint scale, previous cargo residues and washed with fresh water and dry, ready to load cargo on arrival. The first two holds to be loaded should have their hatch covers opened (weather permitting) before the pilot boards the Vessel.

SURVEYS

In the event that on arrival, the Marine Pilot determines that the Vessel does not comply with the mooring winch guidelines and/or the vessel does not pass hold cleanliness survey or holds are inadequately lime washed (if lime washing required), then all costs and consequences for delay to loading operations will be for the Owners account.

MOORING ROPE REQUIREMENTS - DAMPIER

(Reference Clause 5(B)(f) and Appendix IV)

Mooring lines are taken ashore by a Lines-boat. Vessels using heavy wire ropes are required to have the ends terminated with a 9.0 metre rope spring finished with a standard eye for placing over the mooring bollards and slip-hooks. All mooring ropes and wires to have a 6.0 metre tail of light rope spliced into the eye to facilitate the transfer from the boat to the dolphin.