

**VOYAGE CHARTER PARTY (NOBLE VOY)****Noble VOY**

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**1.**

IT IS THIS DAY ..... MUTUALLY AGREED BETWEEN

.....

of ..... as Owners/Disponent Owners/Timecharterer (hereinafter called Owners)

of the Vessel ..... See Appendix A presently at

and expected ready to load on .....

classed (or equivalent at a classification society that is a member of the

International Association of Classification Societies) of NT/NRT,

GT/GRT, of metric tons summer deadweight

all told on metres draft, call sign ,further

described as per Appendix A, and ..... as Charterers.

**2.**

That the said Vessel being warranted tight, staunch, strong and in every way fit for the voyage,

proceed with all convenient speed to ....., and there load, always afloat NAABSA (if customary) as

directly by Charterers or their designated representatives a full and complete/part cargo of .....

not exceeding what she can reasonably stow and carry and being so

loaded, shall with all convenient speed proceed to:

.....

and there deliver the cargo, always afloat NAABSA (if customary) as directly by Charterers or  
theirs designated representatives.

Owners confirm v/l is in every respect suitable for loading Iron ore out of Brazil/Australia and at all  
times rightship approved and complies with all relevant rules and regulations applicable by relevant  
authorities.

Owners to check themselves about vessel(s)' suitability at loading and discharging port.

Owners guarantee loadable quantity complies with permissible arrival draft and Owners to satisfy  
themselves of loading port and discharging port restrictions and drafts.

**3. FREIGHT RATE**

Freight, inclusive of all port charges, pilotages, light dues and all other dues usually paid by Vessel,  
shall be paid at the rate of: ..... United States Dollars

**4. INITIAL FREIGHT PAYMENT**

Freight shall be paid by Charterers on Bill of Lading/outturn weight in United States Dollars

to Owners' account, 90% (Ninety percent) of Bill of Lading quantity shall be paid within

seven (7) banking days, but in any case before breaking bulk, after completion of loading and of

signing and releasing Bills of Lading, marked "Freight Payable as per Charter Party",

discountless/nonreturnable, vessel and/or cargo lost or not lost.

The balance 10% (ten percent) of freight, together with settlement of dispatch and/or demurrage  
if applicable, shall be paid within thirty (30) days after completion of discharging and of  
presentation relevant documents, agreement of laytime between Owners and Charterers at the  
loading and discharging ports

**BANKING DETAILS**

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### 5. SETTLEMENT OF BALANCE OF FREIGHT/DEMURRAGE/DESPATCH

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

### 6. BILL OF LADING

The Master shall authorize the agents as load port to sign and release on his behalf three negotiable Bills of Lading, at any time the Charterers or Shippers request this for any quantity loaded up to that time. Shippers' weights in accordance in with the shore scales/tally/weighbridge/draft survey at the loading port shall be accepted as tonnage shipped and Mate's Receipts shall be drawn up accordingly. Bills of lading are always to be drawn up in Conformity with the Mate's receipts. Upon completion of loading Owners shall release three negotiable Bills of Lading, claused "Freight Prepaid"/"Freight Payable as per Charter Party", to Shippers or their representatives.

### 7. LAYDAYS & CANCELLATION

Time for loading shall not commence before .....

Charterers have the right to cancel this Charter Party should there be any material misrepresentation made by Owners in respect of the Vessel's particulars, the Vessel's suitability to perform the voyage, the Vessel's position and/or itinerary or should the Vessel not have tendered Notice of Readiness in accordance with Clause 10 on or before .....

Should be Charterers anticipate that the vessel will not be ready to load by the canceling date, the Charterers shall at this time have on option to cancel the Charter Party. This is, however, without prejudice to the Charterers' right to cancel the Charter Party at the canceling date should be conditions of this clause be satisfied

### 8. LOADING TERMS

(Delete 8(a),(b) (c) or (d) as applicable)

(a) Fridays and Holidays Included (FHINE)/Sundays and Holidays Included(SHINC)

The Cargo shall be loaded at the average rate of metric tons/wet metric tons/long tons per weather working day of 24 consecutive hours, Fridays/Sundays local and national holidays always included. Time shall not count for opening and closing hatches at commencement and completion of loading at each port, even-if Vessel is on demurrage

8 (b) Fridays and Holidays Excepted (FHEX)/Sundays and Holidays Excepted

(SHEX)/Saturdays, Sundays and Holidays Excepted (SSHEX)

The cargo shall be loaded at the average rate of metric tons/wet metric tons/Long tons per weather working day of 24 consecutive hours, Thursday after 1200/ Fridays/Saturday/Saturdays after 1200 hours/Sundays and local and national holidays to 0800 hours Saturday/Monday or the next working day after such holidays always excepted. In case Charterers and Shippers can arrange to load during excepted periods, Master shall Allow work to be done, in which case all time/half time/no time actually used shall Count as laytime. Time shall not count for opening and closing hatches at commencement and completion of loading at each port, even if Vessel is on demurrage.

(c) Liner

The cargo shall be loaded at the time, risk and expense of the Owners. Cargo will be made available to the Vessel under the ship's hook at

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80 (d) Customary Quick Despatch(CQD)  
 81 The cargo shall be loaded, stowed, lashed, secured, dunnaged at the risk and expense of the  
 82 Charterers with customary quick dispatch

### 83 **9. DISCHARGING TERMS**

84 (Delete 9 (a),(b),(c)or (d) as applicable)

85 (a) Fridays and Holidays included (FHINC)/Sundays and Holidays Included (SHINC)  
 86 The cargo shall be discharged at the average rate of: metric tons /wet metric tons/long  
 87 tons per weather working day, Saturdays/Sundays, local and national holidays always included,  
 88 with 24  
 89 hours turn time, unless sooner commenced.  
 90 Time shall not count for opening and closing hatches at commencement and completion of  
 91 discharge at each port, even if Vessel is on demurrage.  
 92 At discharge port time to count continuously per weather working day after expiration of turn time  
 93 or commencement of discharge until completion of discharge. In the event that the vessel  
 94 cannot berth due any reason whatsoever like weather, fog, Navigation restrictions, Shore  
 95 equipment/power etc , time not to count, unless the delay is due to cargo readiness or cargo  
 96 documentation in which  
 97 case time to count.

96 (b) Fridays and Holiday Excepted (FHEX)/Sundays and Holidays Excepted (SHEX)/  
 97 Saturdays, Sundays and Holidays Excepted (SHEX)  
 98 The cargo shall be discharged at the average rate of metric tons/wet metric tons/long tons per  
 99 weather working day of 24 consecutive hours, Fridays/Saturdays/Sundays after 1200 hours/  
 100 Sundays and local and national holidays to 0800 hours Saturday/Monday or the next working day  
 101 after such holidays always excepted.  
 102 In case Charterers or Shippers can arrange to discharge during excepted periods, Master shall allow  
 103 work to be done, in which case half time actually used shall count as laytime. Time shall not count  
 104 for opening and closing hatches at commencement and completion of discharging at each port, even  
 105 if Vessel is on demurrage.

106 (c) Liner  
 107 The cargo shall be discharged at the risk and expense of the Owner. Cargo will be made available to  
 108 the Charterers under the ship's hook at

109 (d) Customary Quick Dispatch(CQD)  
 110 The cargo shall be discharged at the risk and expense of the Charterers with customary quick  
 111 dispatch

### 112 **10. TENDERING OF NOTICE OF READINESS AT LOADING PORT(S)**

113 (Delete 10(a) or (b) as applicable)

114 (a) Fridays and Holidays Excepted (FHEX)/Sundays and Holidays Excepted (SHEX)  
 115 Notice of Readiness shall be tendered in writing at the office of the Charterers/Shippers(or  
 116 their agents )only during normal office hours after the Vessel has arrived and is in all  
 117 respects ready and in free pratique. If the loading berth or anchorage is unavailable at this  
 118 time the Vessel may tender Notice of Readiness from the normal recognised waiting place  
 119 within port limits and whether or not the Vessel has been cleared by customs and/or  
 120 quarantine authorities. Normal office hours are 0800to 1700 Monday to Friday (or  
 121 0800 to 1700 Sunday to Thursday if FHEX terms apply) and 0800 to 1200 Saturday (or 1200

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122 Thursday if FHEX terms apply),always excluding local and national holidays. Time for  
 123 loading shall count from 1300 on the same working day if Notice of readiness is tendered  
 124 before 1200 Monday to Friday (1200 Sunday to Thursday if FHEX terms apply) or from  
 125 0800 on the next working day if Notice of Readiness is tendered at or after 1200 Monday to  
 126 Saturday (or Saturday to Thursday if FHEX term apply),In the event that Charterers or  
 127 Shippers can arrange to load before time commences to count, Master shall allow work to be  
 128 one, in which case all time/half actual time/no time used shall count, Time used by the  
 129 Vessel in proceeding from waiting place or anchorage to loading berth or anchorage and  
 130 making ready for loading (including obtaining customs clearance and pratique ) and any  
 131 time lost before berthing (after tendering Notice of Readiness) due to delay to the Vessel,  
 132 shall not count as laytime or time on demurrage unless such delay is directly caused by  
 133 action of the Charterers

134 (b) Fridays and Holidays Included (FHINC)/ Sundays and Holidays Included (SHINC)  
 135 / Customary Quick Despatch (CQD)  
 136 Notice of Readiness shall be tendered in writing at any time day or night ,Sundays and  
 137 Holidays included (or Fridays and Holidays if FHINC terms apply),after the Vessel has  
 138 arrived and is in all respects ready and in free pratique. If the loading berth or anchorage is  
 139 unavailable at this time the Vessel may tender Notice of Readiness from the normal  
 140 recognised waiting place within port limits and whether or not the Vessel has been cleared  
 141 by customs and / or quarantine authorities.  
 142 If FHINC or SHINE, time for loading shall count 6/12/24 hours after Notice of Readiness has  
 143 been tendered. However, in the event that Charterers or Shippers can arrange to load before  
 144 time commences to count, Master shall allow work to be done, in which case all time/half  
 145 actual time/No time used shall count. Time used by the Vessel in proceeding from waiting  
 146 place or anchorage to loading berth or anchorage and making ready for loading (  
 147 including obtaining customs clearance and pratique )and any time lost before berthing (after  
 148 tendering Notice of Readiness)due to delay to the Vessel, shall not count as laytime or time on demurrage.  
 149 demurrage ,unless such delay is directly caused by action of the Charterers.

### 11. TENDERING NOTICE OF READINESS AT DISCHARGE PORT(S)

(Delete 11(a) or (b) as applicable)

152 (a) Fridays and Holidays Excepted(FHEX)/ Sundays and Holidays Excepted (SHEX)  
 153 Notice of Readiness shall be tendered in writing at the office of the Charterers/Shippers (or  
 154 their agents) any time day or night normal office hours after the Vessel has arrived and is in all  
 155 respects ready and in free pratique. If the discharging berth or anchorage is unavailable at  
 156 this time the Vessel may tender Notice of Readiness from the normal recognised waiting  
 157 place within ports limits and whether or not the Vessel has been cleared by customs  
 158 and/or quarantine authorities. Normal office hours are 0800 to 1700 Monday to Friday  
 159 (or 0800 to 1700 Sunday to Thursday if FHEX terms apply) and 0800 to 1200 Saturday  
 160 (or 1200 Thursday if FHEX terms apply),always excluding local and national holidays  
 161 .Time for discharge shall count from 1300 on the same working day if Notice of readiness is  
 162 tendered before 1200 Monday to Friday (1200 Sunday to Thursday if FHEX terms apply)  
 163 or from 0800 on the next working day if Notice of Readiness is tendered at or after  
 164 Monday to Saturday or on Saturday(or Saturday to Thursday if FHEX term apply),  
 165 In the event that Charterers or Shippers can arrange to discharge before time commences to  
 166 count, Master shall allow work to be done, in which case all time/half actual time/no time used shall  
 count, Time used by the  
 Vessel in proceeding from waiting place or anchorage to discharge berth or anchorage and Making

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167 ready for discharge (including obtaining customs clearance and pratique ) and any time lost before  
168 berthing (after tendering Notice of Readiness) due to delay to the Vessel, shall not count as laytime  
169 or time on demurrage unless such delay is directly caused by action of the Charterers.

170 (b) Fridays and Holidays Included (FHINC)/ Sundays and Holidays Included (SHINC)/  
171 Customary Quick Despatch (CQD)

172 Notice of Readiness shall be tendered in writing at any time day or night ,Sundays and  
173 Holidays included (or Fridays and Holidays if FHINC terms apply),after the Vessel  
174 arrives and is in all respects ready and in free pratique. If the loading berth or anchorage  
175 is unavailable at this time the Vessel may tender Notice of Readiness from the normal  
176 recognised waiting place within port limits and whether or not the Vessel has been.

177 cleared by customs and / or quarantine authorities

178 If FHINC or SHINE, time for loading shall count 6/12/24 hours after Notice of Readiness  
179 has been tendered. however, in the event that Charterers or Shippers can arrange to load  
180 before time commences to count, Master shall allow work to be done, in which case all  
181 time/half actual time/no time used shall count.

182 Time used by the Vessel in proceeding from waiting place or anchorage to loading berth or  
183 anchorage and making ready for discharge (including obtaining customs clearance and  
184 pratique )and any time lost before berthing (after tendering Notice of Readiness)due to delay l  
185 to the Vessel, shall not count as laytime or time on demurrage, unless such delay is directly  
186 caused by action of the Charterers.

### 187 **12. LAYTIME AT ADDITIONAL PORTS**

188 (a) At the second or subsequent loading port (if any) laytime or time on demurrage  
189 shall count (Saturday, Sundays, and Holidays excepted) from 1200 hours on the day of  
190 arrival at the port if the Vessel arrives before 1200 hours ,and from 0900 hours on the  
191 following working day, if the Vessel arrive after 1200 hours ,unless loading is commenced earlier,  
in which case the time shall count  
192 from commencement of loading. Time occupied in changing loading ports shall not account as  
193 loading time.

194 (b) At the second or subsequent discharge port (if any) laytime or time on demurrage shall count  
195 (Saturdays, Sundays, Holidays excluded)from 1200 hours on the day of arrival at the port if vessel  
196 after 1200 hours and from 0800 on the following working day, if the vessel arrives after  
197 1200hours,unless discharging is commenced earlier, if which case the time shall count from  
198 commencement of discharging. However, any time lost after the arrival at the second discharging  
199 port waiting to pass quarantine and sanitation clearance by the Port Authority will not count as  
200 laytime. Such delay not to exceed a maximum deduction period of 12 hours. Time occupied in  
201 changing if discharging ports shall not count as discharging time.

### 202 **13. SHIFTING COST AND TIME**

203 If more than one berth or anchorage at any loading or discharging port has been agreed  
204 shifting costs including bunkers consumed shall be for Owners' account. Time so used shall  
205 not count as laytime or time on demurrage.

### 206 **14. WARPING**

207 The vessel shall move along any one berth or installation, as reasonably required by the  
208 Charterers or Terminal Operator, solely for the purpose of making any hatch or hatches  
209 available to the loading or discharging facilities at that berth or installation. All costs onboard  
210 the Vessel including bunkers shall be for Owners' account.

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### 15. DEMURRAGE AND DESPATCH

Demurrage at the rate of United States Dollars ..... per day or pro-rata both ends for laytime exceeded in loading and/or discharging shall be paid by Charterers. Despatch at the rate of United States Dollars ..... per day or pro rata in loading and/or discharging shall be paid by Owners. Settlement shall be in accordance with Clause 4. Laytime shall be non-reversible. Laytime to be reversible at Charterers' option, such option declarable after receipt of statement of facts for all ports.

### 16. OVERTIME

The vessel to work overtime if requested to do so. All overtime expenses at loading and Discharging port(s) shall be for account of the party ordering the overtime. If overtime is ordered by port authorities or the party controlling the loading or discharging terminal or facility, such expenses shall be shared equally between Owners' and Charterers' account. Overtime expenses for the Vessel's officers and crew shall always be for Owners' account.

### 17. STEVEDORING

Provided the cargo is not being loaded or discharged under Liner terms as per Clauses 8 & 9, it shall be loaded, stowed secured or spout/dump/machine trimmed and discharged free of risk and expense to the Vessel and to the Master's satisfaction in respect of seaworthiness. Whilst Stevedores at loading and discharging ports are appointed and paid for by Shippers, Receivers or charterers, they shall be deemed to be Owners' servants and shall work under the supervision of the Master. If it is required by the custom of the port, the Vessel's crew shall operate free of expense to Charterers the Vessel's cargo gear, If fitted, to load and unload mechanical equipment used in bulk cargo operations. If it is required by Charterers and local regulations permit, crew are to carry-out cargo handling operations.

### 18. LIGHTERAGE

Charterers have the option to load from barges sent alongside and/or discharge into barges sent alongside

### 19. HOLD CLEANLINESS

At the loading port(s) the Vessel's holds shall be suitable in all respects (which shall include a gasfree certificate if the Vessel is a combination carrier) to receive the cargo to be loaded under this Charter Party to the satisfaction of an independent surveyor and /or such recognised local authority as the regulations or Shippers may require. If the Vessel's holds are found to be unsuitable, the Vessel can only tender nor once she is ready in all respects to load. Any expenses directly attributable thereto including but not limited to standby of trucks, labour and mechanical equipment shall be for Owners' account.

### 20. HOLD ACCESSIBILITY

Vessel's holds and tanktops shall be suitable for the utilization of grabs and any other mechanical equipment used in loading and discharging operations. No cargo shall be loaded in any space which is inaccessible or unsuitable for such equipment. Length of Vessel's hatch opening to be a minimum of 12 metres.

### 21. LIGHTING

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



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### 22. VESSEL DEFICIENCIES-Vessel is gearless

All cargo handling gear including derricks, cranes, winches and grabs ,if fitted, shall be kept in good working order and the Vessel shall provide sufficient power to drive them, free of expense to Charterers. In the event of a deficiency for any period affecting any of these or any other equipment, including the Vessel's ability to ballast and deballast as required for the loading and discharging operations, laytime shall not count nor demurrage accrue. All standby labour costs caused by any deficiency of Vessel's equipment shall be for Owner's account. In the event of cargo handling gear deficiency ,Charterers have the right to continue working the Vessel by using shore equipment, in which event Owners shall reimburse Charterers for all extra costs directly incurred and properly substantiated .Any time lost due to inefficiencies in working the Vessel with shore equipment shall not count as laytime or as time on demurrage.

### 23. TRADING CERTIFICATES

Owners warrant that throughout the term of this Charter the Vessel shall be in all respects ready and eligible under applicable conventions, law and regulations for trading to the ports and places as specified in this Charter Party and that at all times the Vessel shall have on board for inspection by the appropriate authorities all certificates, records, compliance letters and other documents required for such services, including but not limited to certificates of financial responsibility for pollution.

### 24. INTERNATIONAL & LOCAL REGULATIONS

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

### 25. ROUTING & ROTATION

The Vessel shall proceed to the first or sole discharging port via the most direct route unless otherwise agreed hereunder:  
It is understood that the vessel is allowed to proceed at economical speed and bunker enroute

### 26. PART CARGO

If part cargo is allowed, Owners can only give Notice of Readiness in accordance with the provision of this Charter Party, when cargo under this Charter Party is ready for discharge  
Time used for the loading or discharging of other part cargo(s) shall not count as laytime or as time on demurrage under this Charter Party. Any time used in shifting between the different berths for loading or discharging of different cargoes shall not count as laytime or as time on demurrage.

### 27. TRANSFER

Charterers shall have privilege of assigning part or whole of this Charter Party to others, but the Charterers shall always remain responsible for the due fulfilment of all the terms and Conditions of this charter party and shall warrant that any such sublet or assignment will not result in the vessel being restricted in her future trading.

The Vessel shall not change ownership, name, flag, class, technical and/or crew management during the currency of this Charter Party without Charterer' s prior approval, which shall not be unreasonably withheld.

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### 28. NOTICES

Owners or Master shall tender 25/15/12 days approximate notices, followed by 3/2/1 days definite notices of Vessel expected time of arrival (ETA), to the agents at the loading port(s):  
and respectively to the agents at the discharging port(s) with a copy of each notice to

Charterers. Charterers' address for all communication is:  
*Noble Chartering Ltd. Hong Kong (Telex:70486)*

Should both Owners and the Master fail to give any of the definite notices, then 24 hours shall be added to the allowed laytime for each failure by Owners and the Master to do so Latest on giving 7 days notice of the Vessel's ETA at the first (or sole) loading port, the Master shall advise agents and Charterers his loading plan in writing as well as any other specific information requested by Charterers. Upon the Vessel sailing from the last (or sole) loading port, the Owners or Master shall advise Charterers and agents at the discharging port(s) of:  
discharging port(s) of:  
-the total quantity of cargo loaded as per Bill of Lading  
-the distribution of cargo hatchwise  
-time of sailing  
-ETA and expected arrival draft at first or sole discharge port  
-any other specific information requested by Charterers.

Owners or Master shall keep Charterers closely informed of any change in Vessel's position and shall update Charterers of Vessel's ETA every 2 days prior to the 10 days approximate notice being tendered, unless otherwise instructed by Charterers.

### 29. AGENTS

The Vessel shall be consigned to Charterers' nominated agents at the loading port(s). The Vessel shall be consigned to Charterers' nominated agents at the discharging port(s). In all cases, at loading and discharging port(s), Owners shall pay all port dues/customary agency fees and charges.

### 30. DRAFT SURVEY

If a draft survey is required to establish the Bill of Lading weight as per Clause 6 (and outturn weight as per Clause 5 (b) if applicable) Charterers, Shippers or Receivers shall appoint and pay for the surveyor. Time used for the draft survey shall not count as laytime nor demurrage. Intermediate draft surveys required by the vessel is not to count as laytime nor demurrage.

### 31. CARGO SURVEYS (N/A)

If required for steel products or manufactured or packaged cargo only, a pre-shipment and an Outturn survey shall be carried out by surveyors mutually between Owners and Charterers with the costs shared equally.

### 32. NON PRESENTATION OF BILLS OF LADING

If requested by Charterers, the Master shall release all or part of the cargo at the discharging ports(s) without presentation of original Bills of Lading. Prior to discharge Charterers shall provide Owners via telex or fax with a Letter of Indemnity as per the Owners' P&I Club form but without a bank guarantee. Such Letter of Indemnity shall automatically become null and void upon presentation of the original Bill of Lading to Owners or Master.



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### 33. ITF AND BOYCOTT

Owners guarantee that present terms and conditions of employment of the crew comply with an ITF Agreement that is acceptable to the ITF and their representatives. Any time lost due to boycott of the Vessel (whether actual or threatened) and/or dispute with labour because of the Vessel's flag or nationality of the Owners, Master Officers or Crew, or other terms and conditions under which the Master, Officers of Crew are employed, shall not count as laytime nor demurrage accrue and consequential damages or expense shall be for Owners' account.

### 34. STRIKE CLAUSE

If the Cargo cannot be loaded by reason of Riots, Civil Commotions or of a Strike or Lock out of any class of workman essential to the loading of the cargo, or by reason of obstructions or stoppages beyond the control of the Charterers, on the Railways or in the Docks, or other loading places, or if the cargo cannot be discharged by reason of Riots, Civil commotions, or of a Strike or Lock-out of any class of work-man essential to the discharge, the time for loading or discharging as the case may be, shall not count during the continuance of such cases, provided that a Strike or Lockout of the Shippers' and/or Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other

suitable labour at rates current before the Strike or Lockout. In case of any delay by reason of the before mentioned causes or claim for damages or demurrage shall be made by the Charterers/Receivers of the cargo, or Owners of the Vessel. For the purpose, however, of setting dispatch money accounts, any time lost by the Vessel through any of the above clauses shall be counted as time used in loading and/or discharging as the case may be.

### 35. SWITCHING BILLS OF LADING CLAUSE

Charterers to forward to Owners' nominated representatives the first set of Bill(s) of Lading Which to be marked "CANCELLED" for destruction by Owners.

Charterers to forward to Owners the proforma 2nd set of Bills of Lading for Owners' approval  
Charterers to issue a completed L.O.I. in Owners' P & I Club wording signed by head parent Company as per Addendum No.1

On completion of items 1-3 Owners will authorize Charterers nominated representatives to issue 2nd set of Bills of lading. Such L.O.I. issued to be in the same wording as that used in Irongate/Noble fixture Charter Party dated 11.02.02.

### 36.

Master to report to Charterers twice a week giving vessel's position, speed and approximate ETA discharge port either by E-mail *ops@noblechartering.com*

### 37. EXCEPTIONS

Neither the Vessel, her Master or Owners, nor the Charterers, Shippers or Receivers shall be responsible for loss or damage to, or failure to supply, load, discharge or deliver the cargo resulting from: Act of God, act of war, act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people; embargoes; seizure under legal process provided bond is promptly furnished to release the Vessel or cargo; floods; frosts; fogs; fires epidemics; quarantine; intervention of sanitary, customs or other constituted authorities blockades; riots; insurrections; civil commotions; political disturbances; earthquakes; landslips; explosions; collisions; standings and accidents of navigation; accidents at the mine or production facility or to machinery or to loading equipment; accidents at the Receivers' works., port wharf or facility; or any other causes beyond the Owners', Charterers', Shippers'

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383 or Receivers' control; always provided that any such events directly affect the performance of

384 either party under this Charter Party.

385 If any time is lost due to such events or causes such time shall not count as laytime or

386 demurrage (even if the Vessel is already on demurrage)

### 387 **38. DUES AND TAXES**

388 Owners shall pay all dues, charges and taxes customarily levied on the Vessel including

389 Freight Tax and Port Utilisation Tax/ wharfages at loading and discharging ports in Brazil

390 as well as taxes levied on the freight. Charterers shall pay all dues, charges, duties and taxes/  
wharfage

391 customarily levied on the cargo at loading and discharging ports. Owners

392 shall pay all canal, lock seaway and any other river or waterway tolls dues and charges

393 howsoever the amount thereof is assessed.

### 394 **39. EXTRA INSURANCE**

395 Extra insurance on the Vessel and/or cargo on account of the Vessel's ownership, flag, classification,

396 or age to be for Owners' account. Charterers may elect to deduct extra insurance on the cargo from

397 payment of freight.

### 398 **40. STEVEDORE DAMAGE**

399 At loading and discharging ports, Stevedore damage shall be settled between Owners and

400 Stevedores, but Charterers to assist Owners if so requested.

### 401 **41. DRYDOCKING**

402 The Vessel shall not be drydocked during the currency of this Charter Party except in case of  
403 emergency.

### 404 **42. DEVIATION**

405 The Vessel shall have liberty to deviate for the purpose of saving life or property, with leave

406 to sail without Pilots, tow or to be towed and assist Vessels or to be assisted. Salvage shall be

407 for Owners' sole benefit.

### 408 **43. BUNKERING**

409 The Vessel shall have liberty as party of the contract voyage to proceed to any port or ports at

410 Which fuel is available for the purpose of bunkering at any stage of the voyage whatsoever

411 and whether such ports are on or off the direct and/or customary route or routes between any

412 of the loading or discharging ports named in this Charter Party, and may there take fuel in

413 any quantity in the discretion of Owners even to the full capacity of the fuel tanks and deep

414 tanks or any other compartment in which fuel can be carried, whether such amount is or is not

415 required for the chartered voyage.

### 416 **44. LIEN & CESSER**

417 All liability of the Charterers shall cease on completion of loading except for payment of

418 freight, deadfreight and/or demurrage. Owners have a lien on cargo for freight, deadfreight,

419 and/or demurrage.

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### **45. PROTECTION & INDEMNITY (P&I) COVER AND HULL & MACHINERY INSURANCE**

Owners warrant that the Vessel is entered with a P & I Club for full coverage and that the Vessel's hull and machinery is fully insured and shall remain so for the duration of the Charter. See also Appendix A.

### **46. POLLUTION INDEMNITY**

Owners agree to indemnify Charterers, their agents, or any other party against any liabilities which may be imposed on them or which they may incur under any statute regarding liability for pollution of waters by oil or other substances, by reason of any contravention of such statute by the Vessel, the Master or any servants or agent of the Owners provided that such contravention shall not have been caused or contributed to by the party seeking to be indemnified under this Charter Party.

Owners warrant that the Vessel is entered in a P & I Club with cover for liabilities arising out of any contravention as aforesaid. Laytime shall not count not shall demurrage accrue for any time lost through non conformity with the above.

### **47. OIL POLLUTION**

Subject to any defences and rights of limitations Owners might have in law,

1. Owners agree to indemnify Charterers, or its duly authorised agent(s) against any liability Which may be imposed upon them or which they may incur under nay statute or regulation(or requirement or directive made thereunder) of any nation, state or international organisation regarding liability for

the pollution of navigable waters by oil by reason of any contravention of such statute, regulation (or requirement or directive made thereunder )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 Contract 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. Owners warrant that the vessel is adequately insured at all times for any liabilities arising out of any contravention as aforesaid.

Owners warrant that the vessel is adequately insured at all times for any liabilities arising out of oil pollution.

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

2. During the period of this Contract Charter Party, the Owners warrant that it shall comply with all financial capability, responsibility, security or like laws, regulations and/or other requirement of whatsoever kind with respect to oil or other pollution damage applicable to the vessel entering, leaving, remaining at or passing through any ports or places or waters in the performance of this Contract Charter Party. The Owner at its sole risk and expense shall make all arrangements by bond, insurance or otherwise and obtain all such certificates or other documentary evidence and take all such action as may be necessary to satisfy such laws, regulations and/or other requirements. Any directly related expense or time lost to the Charterers due to any failure or omission to do the foregoing shall be for Owners' account.

### **48. DRUG AND ALCOHOL POLICY**

Owners shall have a policy regarding drug and alcohol abuse onboard the Vessel with the objective that no crew member will navigate the Vessel or operate its onboard the Vessel with the object that no crew member will navigate the Vessel of operate its onboard equipment

## VOYAGE CHARTER PARTY (NOBLE VOY)

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whilst impaired by drugs or alcohol. The Policy will also have the objective of strictly prohibition the possession, use ,transport and distribution of illicit or non-prescribed drugs by crew members. Owners shall exercise due diligence throughout the currency of this Charter to ensure that such policies are complied with

### 49. INSPECTION

Charterers or their representative shall be allowed to inspect the Vessel in port at any reasonable time provided that loading or discharging operations are not affected. This inspection will be to assess the Vessel's quality of maintenance and other operational standards. Master and crew shall extend all reasonable assistance and co-operation to the Charterers or their representative.

### 50. ISM CLAUSE

From the date of coming into force of the International Safety Management (ISM) Code in relation to the Vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.

Except as otherwise provided in this Charter Party, any loss, damage, expenses or delay caused by failure on the part of the Owners or "the Company "to comply with the ISM Code shall be for the Owners' account.

### 51. PROTECTIVE CLAUSES

Clauses 49 to 52 shall also be incorporated in all Bills of Lading issued hereunder.

### 52. GENERAL PARAMOUNT CLAUSE

(1) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels the 24th August 1924 ("the Hague Rules") as amended by the protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") or any national legislation giving effect to such Rules(including the Australian Carriage of Goods by Sea Act 1991 and Carriage of Goods by Sea Regulations 1998 and any amendments thereto) as enacted in the country of shipment shall apply to this Charter Party and to any Bills of Lading issued hereunder. When neither the Hague-Visby Rules nor any national legislation giving effect to such Rules are enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments. When there is no enactment of the Hague-Visby Rule nor any national legislation giving effect to such Rules in either the country of shipment or in country of destination, the Hague-Visby Rules shall apply to this Charter Party and to any Bills of Lading issued hereunder save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Charter Party and to any Bills of Lading issued hereunder The Protocol signed at Brussels on 21 December 1979("the SDR Protocol 1979") shall apply where the Hague-Visby Rules or any national legislation giving effect to such Rules apply, whether mandatorily or as a matter of contract.

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### 53. BOTH TO BLAME COLLISION CLAUSE

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of the said cargo, paid or payable by the other or non carrying ship or her owners to the owners of the said cargo and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

### 54. GENERAL AVERAGE

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

### 55. 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 saving ship is owned or operated by the Carriers, salvage shall be paid for as fully as if the said salving ship belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimate 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.

### 56. WAR RISK CLAUSE

The Bimco Standard War Risks Clause for Voyage Chartering, 1993 (code name: "VOYWAR 1993"), as published by Bimco) shall be deemed to be fully incorporated in and shall form part of this Charter Party.