

## FIXTURE NOTE

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

	<i>for 2 (two) discharging ports for the Owners' account.</i>
<b>24. Address commission</b>	<b>2.50 percent to Charterers</b>
<b>25. Brokerage commission</b>	.....
<b>26. Owner's bank details</b>	<i>Beneficiary's Name:</i> <i>Beneficiary's Address:</i> <i>Beneficiary's Bank:</i> <i>Beneficiary's Bank Address:</i> <i>A/C No:</i> <i>Swift Code:</i> <i>Reference: MV</i>
<b>27. Bills of Lading</b>	<b><i>As per clause 17 of VALE TERMS as defined below.</i></b>
<b>28. Charter Party details</b>	.....

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

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

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

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

**IN WITNESS WHEREOF**, this Charter Party has been executed by and between the Owners and the Charterers in two (2) copies, one (1) copy to be retained by the Owners and one (1) copy to be retained by the Charterers. This Charter Party may be executed and delivered in counterparts (each of which will

VALE VOY 2014



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be deemed an original) which together shall constitute a single and legally binding contract. The executed Charter Party to be sent to the Charterers within 10 days of fixing the Charter.

**For the Owners:**

**For the Charterers:**

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**APPENDIX A - VESSEL'S DESCRIPTION AND OTHER DETAILS**

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**VALE VOY 2014**



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**VALE INTERNATIONAL SA**

**STANDARD VOYAGE CHARTER PARTY**

**VALE TERMS**

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**CLAUSE 1 - PARTIES**

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

**CLAUSE 2 - CARGO**

Owners shall be responsible for the loading, stowing, trimming, transportation, and discharge of the Cargo as described in BOX 10 of the Fixture Note, always in accordance with the IMSBC Code and port regulations. The loading and stowing of more than one grade of cargo in one hold is prohibited.

If, due to draft restrictions at the Loading Port(s) stated in Box 13, the Vessel cannot be loaded up to her marks without delay or at all, then without prejudice to any other right or remedy available to Charterers, the Charterers shall nevertheless be deemed to have provided a full and complete cargo notwithstanding the content of Box 11 of the Fixture Note and freight payable shall be calculated according to the cargo actually loaded and no deadfreight shall be due from Charterers to Owners.

Without prejudice to the foregoing, the Charterers may in any event at any time declare that the cargo is complete and order the Vessel to leave the Loading Port(s) and commence her voyage but the Charterers shall pay the respective deadfreight for the quantity not loaded, calculated by reference to the vessel's maximum physical intake at the Loading Port(s) for the current voyage.

**CLAUSE 3 - LAYCAN**

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

3.2 Should the Vessel not be ready to load in every respect (whether in berth or not) on the Cancelling Date specified in BOX 17 of the Fixture Note, the Charterers shall have the option of:

- i) agreeing to a new cancelling date;
- ii) maintaining this Charter Party and instructing Owners to nominate a substitute vessel which shall be subject to Charterers' absolute approval and at Owners' expense; or
- iii) cancelling this Charter Party, without prejudice to any claims the Charterers may have against the Owners.

3.3 Without prejudice to the foregoing, as soon as the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready to load in every respect by the Cancelling Date, they shall

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immediately notify the Charterers in writing of the same, stating the new estimated date of arrival of the Vessel (the "New ETA Notice"). The Charterers shall then be at liberty to exercise any of the options set out in Clause 3.2 above.

3.4 If the Charterers wish to agree to a new cancelling date, then unless agreed otherwise by the Parties, the new cancelling date shall be three consecutive days after the new estimated date of arrival stated in the New ETA Notice and such new cancelling date shall be deemed to replace the Cancelling Date stated in Box 17.

3.5 In the event the Charterers choose instead to cancel the Charter Party, such cancellation must be declared by the Charterers within two (2) working days after the receipt of the New ETA Notice, in which case the Parties agree that:

- (i) such a cancellation shall not be a breach of this Charter Party on the part of the Charterers, notwithstanding that the cancellation is effective prior to the Cancelling Date stated in Box 17;
- (ii) the Charterers shall have no obligation and/or liability to pay freight to the Owners; and
- (iii) such a cancellation shall not prejudice any claims the Charterers may have against the Owners.

3.6 If the Charterers do not exercise their option of cancelling this Charter Party within the stipulated time frame of two (2) working days after the New ETA Notice, then the new cancelling date shall be three consecutive days after the new estimated date of arrival stated in the New ETA Notice and such new cancelling date shall be deemed to replace the Cancelling Date stated in Box 17.

3.7 Should a substitute vessel agreed in connection with Clauses 3.2 and/or 3.3 miss her Cancelling Date or the originally nominated Vessel fail to arrive and be in all respects ready to load by the new Cancelling Date, the Charterers shall, in their absolute discretion, and without prejudice to any claims they may have against the Owners, regardless of whether any notification has been received from the Owners, have the option of cancelling the Charter Party or chartering a substitute vessel in which case the Owners agree to compensate the Charterers for the freight and demurrage rates paid by the Charterers to the owners of the substitute vessel in excess of the freight and demurrage rates as agreed in this Charter Party.

For the avoidance of doubt, the provisions of this clause and the exercise or non-exercise by the Charterers of their option to cancel this Charter Party shall not prejudice any claims which the Charterers may have against the Owners.

#### **CLAUSE 4 - LOADING PORT(S)**

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

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

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

#### **CLAUSE 5 - DISCHARGE PORT(S)**

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

In the event that the Vessel arrives with a draft in excess of the permissible draft as declared by the originally nominated discharge port, the Charterers and/or cargo receivers (with express confirmation from the Charterers) shall have the right to direct the Vessel to lighten at or off that port or to proceed to an alternate port for a lightening operation to take place, and all costs incurred in relation thereto shall be for Owners' account and time lost shall not count as laytime or demurrage, if the Vessel is on demurrage. Thereafter, the Vessel shall proceed to the originally nominated Discharge Port.

In case the Charterers nominate a Discharge Port which is different from the one previously declared as per BOX 15 of the Fixture Note, the Charterers shall pay all additional direct expenses, if any, incurred by the Vessel as a result of its compliance with the nomination of such new Discharge Port. Such expenses shall be duly documented and proved through the Owners' calculations and original invoices as requested by the Charterers.

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

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

#### **CLAUSE 6 - FREIGHT RATE**

Base freight rates as specified in BOX 18 of the Fixture Note to apply and be calculated on the Bill(s) of Lading quantity and deadfreight quantity if any. Deadfreight quantity, if any, shall be calculated by reference to the vessel's maximum physical intake at the Loading Port(s) for the current voyage.

In the event the Vessel loads from or discharges at different port(s) than the base freight rate as stated in BOX 18, Charterers shall provide freight differentials calculated based on the declared loading and discharging ports, other than the base route ports as specified in BOX 18, and on an "open book basis" ("**the Charterer's Calculations**") i.e., to provide the Owners with the same earnings per day as per the Time Charter Equivalent (with no repositioning benefit/penalty) of the base freight rates as stipulated in BOX 18, taking into account the Vessel's actual sailing speed and consumption, together with in-port consumption. For the purpose of calculation, bunker prices shall apply as per BOX 29.

The Charterer's Calculations will be sent to the Owners who shall inform Charterers of their agreement or disagreement thereto within 48 working hours of receipt of the same. In the event Owners do not agree to the Charterer's Calculations, the Owners shall, within 48 working hours of receipt of the Charterer's Calculations present their own calculations, on an open book basis, to Charterers with documentary evidence to support their calculations. In the event Charterers do not receive any response from Owners within 48 working hours of receipt of Charterer's calculations, Owners shall be deemed to have accepted the Charterer's calculations, which shall be used for the purpose of invoicing.

Any deviations attributable to the voyage and resulting in additional expenditure shall be fully and correctly documented, and received by the Charterers, latest upon Charterer's declaration of discharge port(s) for review and consideration towards Charterer's Calculations. If the Owners fail to give notice of

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or to submit any such claim with complete supporting documentation substantiating each and every constituent part of the claim, as required herein, within the time limit aforesaid, the Charterers' liability for such claims shall be fully extinguished and the Charterers will be discharged from all liability in respect of any claim for deviations and/or additional voyage expenses by owners.

Applicable bunkers for freight differential calculations will be the last published Platts Oilgram average price for IFO 380CST (and MDO, if applicable) basis:

- (A) Singapore, 26 days prior to Vessel's arrival at load port, for Tubarao/Qingdao base route
- (B) Shanghai, 8 days prior to Vessel's arrival at load port, for Subic Bay /Qingdao base route.
- (C) Singapore, 6 days prior to Vessel's arrival at load port, for Malaysia/Qingdao base route"

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

#### **CLAUSE 7 - DEMURRAGE AND DESPATCH RATES**

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

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

#### **CLAUSE 8 - COMMISSIONS**

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

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

**CLAUSE 9 - PAYMENT CONDITIONS**

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

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

Freight shall be deemed paid when the Charterers provide the Owners with a copy of written payment instructions to the Charterers' bank or when the Charterers actually remit the freight payment (notwithstanding that a copy of written payment instructions has not been provided to the Owners), whichever is earlier.

Demurrage and despatch and freight differential for both Loading Port(s) and Discharging Port(s), if any, plus the balance of freight, shall become due only on the Owner's presentation of their invoice (based on the Owner's and Charterer's mutually agreed laytime and freight differentials calculations) following the Vessel's completion of discharge at the final Discharging Port nominated by the Charterers and shall be settled within thirty (30) working days therefrom.

Any demurrage claim shall be fully and correctly documented, and received by the Charterers, within thirty (30) calendar days after completion of discharge. If the Owners fail to give notice of or to submit any such demurrage claim with complete supporting documentation substantiating each and every constituent part of the claim, as required herein, within the time limit aforesaid, the Charterers' liability for such demurrage shall be fully extinguished and the Charterers will be discharged from all liability in respect of any claim for demurrage.

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

**CLAUSE 10 - NOTICES****Loading Port**

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

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

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

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

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

#### Discharging Port

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

ETA of the Vessel at the Discharge Port(s) shall be provided by notice fifteen (15) days, ten (10) days, seven (7) days, five (5) days, four (4) days, three (3) days, forty eight (48) hours and twenty four (24) hours from the Master prior to Vessel's estimated arrival at the Discharging Port(s), or at any time upon the Charterers' request.

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

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

Notice of Readiness must be tendered after arrival of the Vessel at each Loading Port, at any time day or night, irrespective of official hours, Saturdays, Sundays and Holidays included, or Thursdays, Fridays and Holidays included, whichever is applicable, whether in berth or not, whether in free pratique or not and

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whether customs cleared or not, provided that the Vessel arrives within the agreed laydays specified in Box 17 and is ready in every respect, to receive and load the Charterers' intended cargo.

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

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

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

If the Port Authority and/or the Master, shall for any reason attributable to the Vessel or the Owner, vacate the Vessel from a berth, time lost from the suspension of loading, until the Vessel berths again and is ready in every respect to resume loading not to count as laytime or demurrage, if the Vessel is on demurrage.

If the Charterers and/or the shippers, shall as a result of the Vessel's inability to load cargo, vacate the Vessel from a berth, time lost from the suspension of loading, until the Vessel berths again and is ready in every respect to resume loading not to count as laytime or demurrage, if the Vessel is on demurrage.

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

Time lost as a result of all or any of the causes hereunder not to count as laytime or demurrage, if the Vessel is on demurrage:

- i) Wars, rebellions, tumults, civil strife, insurrections, riots and political disturbances;
- ii) Epidemics and quarantine;
- iii) Strikes, lock-outs, partial or total strikes by miners, railway employees, stevedores, sea men or any other workmen connected with the mining, transportation and shipment of iron ore;
- iv) Accidents or breakdowns at the mines, roads, railways or ports;
- v) Landslides and floods at the mines, roads, railways or ports;

- vi) Bad weather and Acts of God;
- vii) Interventions by sanitary or other competent authorities;
- viii) Partial or total interruptions of any nature whatsoever at the mines, on the roads, railways or ports;
- ix) Any cause of whatsoever kind or nature, beyond the control of the Charterers/shippers, preventing the mining and cargo transportation from the mines to the port, preparation, loading or berthing of the Vessel and any consequential congestion resulting therefrom.

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

Laytime shall terminate upon completion of loading.

#### **CLAUSE 12 - LOADING RATE**

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

#### **CLAUSE 13 - LOADING**

Subject always to Clause 2, the cargo shall be loaded, belt or spout trimmed and stowed free of any expense whatsoever to the Owners. Any extra trimming required by the Owners shall be for their time and account and such time lost not to count even if the Vessel is already on demurrage. Owners shall at all times remain responsible for proper loading, stowing and trimming of the cargo and seaworthy trim of the Vessel.

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

Notice of Readiness must be tendered after arrival of the Vessel at each Discharging Port, at any time day or night, irrespective of official hours, Saturdays, Sundays and Holidays included, or, Thursdays, Fridays and Holidays included, whichever is applicable, whether in berth or not, whether in free pratique or not

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and whether customs cleared or not, provided that the Vessel is ready in every respect, to discharge the cargo.

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

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

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

If the Port Authority and/or the Master, shall for any reason attributable to the Vessel, vacate the Vessel from a berth, time lost from the suspension of discharging, until the Vessel berths again and is ready in every respect to resume discharging not to count as laytime or demurrage, if the Vessel is on demurrage.

If the Charterers require the Vessel to discharge at two or more ports, laytime/demurrage shall be suspended from the time of completion of discharging at one port, until the Vessel arrives and tenders a valid Notice of Readiness at the next port.

Time lost as a result of all or any of the causes hereunder not to count as laytime or demurrage, if the Vessel is on demurrage:

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

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

Laytime shall terminate upon completion of discharge.

#### **CLAUSE 15 - DISCHARGING RATE**

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

#### **CLAUSE 16 - DISCHARGING**

Subject always to Clause 2, the cargo shall be discharged free of any expense whatsoever to the Owners but Owners shall at all times remain responsible for proper discharging and trimming of the cargo and seaworthy trim of the Vessel.

#### **CLAUSE 17 - BILLS OF LADING**

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

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

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

The Owners represents and warrants that the Bill(s) of Lading shall expressly incorporate on its face all the clauses, terms, conditions, exceptions and liberties (including Law and Arbitration clauses) of this

Charter Party, failing which the Owners shall indemnify the Charterers against and hold them harmless from all consequences whatsoever arising out of or in connection with such failure.

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

#### **CLAUSE 18 - LETTER OF INDEMNITY**

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

#### **CLAUSE 19 - SHIFTING COSTS AND TIME**

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

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

#### **CLAUSE 20 - PORT(S) DISBURSEMENTS**

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

#### **CLAUSE 21 - OWNER'S / MASTER'S OBLIGATIONS**

21.1 The Owners undertakes and guarantees that the Vessel as described in Appendix A shall comply with the following conditions before and at the beginning and throughout the period of this Charter Party (which shall prevail over Appendix A in the event of a conflict): ,

- (i) Vessel shall fully comply with all applicable conditions, restrictions, specifications and requirements whatsoever to enter, load and/or discharge at the Loading Port(s), the Discharge Port(s) and any other port operated by Charterers' parent company and/or its affiliates including their anchorages, berths and approaches.

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- (ii) Vessel shall comply with the requirements of the International Ship and Port Facility Security Code ("ISPS Code"), including any amendments thereto, as contained in the International Convention for the Safety of Life at Sea 1974 ("SOLAS").
  - (iii) Prior to being accepted for loading, the Vessel shall be subject to the Charterers' ship vetting program which currently uses the systems and services provided by Rightship. The Owners shall comply with the requirements and recommendations of the Charterers' ship vetting system.
  - (iv) Vessel shall be seaworthy and cargoworthy in every respect, a bulk carrier below 24 years of age, single deck, self-trimming, gearless (or if applicable geared) with engine/accommodation aft, holds without longitudinal centre line bulkheads; be tight, staunch and strong and in every way fitted for the nominated voyage with sufficient power to operate all cargo handling gears (if applicable), and classed 100A1 at Lloyds or equivalent free of recommendation or conditions of Class.
  - (v) Vessel shall be of such size, draft, airdraft and other dimensions as to permit the Vessel to safely enter, berth, lay alongside, load and discharge and depart, always safely afloat from Loading and Discharging Port(s).
  - (vi) Vessel shall always throughout the period of this Charter Party be fully covered with a Protection & Indemnity club which is a member of the International Group of P and I Clubs and hull & machinery insurance placed through reputable brokers on International Hull Clauses terms or equivalent fully in place from the date of this Charter Party until completion of the voyage(s).
  - (vii) Vessel shall always be in compliance with the applicable conventions, acceptable to the relevant authorities and conform with all laws, regulations and requirements of the loading and discharging ports and possess onboard all certificates and documents required by ports and places as specified in this Charter Party and be maintained to standards of accommodation, equipment, fixtures & fittings acceptable to the Charterer.
  - (viii) Vessel's holds shall be strengthened and classed for carriage of cargo of the description set out in  
BOX 10 and the Vessel shall be suitable for alternate holds loading and discharging.
  - (ix) Vessel shall comply and is in compliance with the requirements of the International Transport Federation ('I.T.F.') or equivalent failing which all time lost/expenses to be for Owners' account, even if the Vessel is already on demurrage.
  - (x) Vessel shall be guaranteed suitable for grab-discharge and any other equipment such as bulldozers/payloaders but always within tank top strength. If any cargo is loaded in tweendecks, deeptanks or bunkers, any extra trimming etc. incurred for cargo not accessible to grabs and any time lost in loading and discharging not to count, even if the Vessel is already on demurrage. Deeptanks, tunnels and all other provisions within the Vessel's holds to be sheltered against damages by the receivers' grab-discharging, failing which, the Owners to be responsible for any losses, liabilities, directly related costs and consequences.
  - (xi) Vessel shall not be owned, chartered, operated or controlled by either a person or entity who is the subject or target of an economic or trade sanction or by a person or entity registered or managed in or a citizen or resident or located in a country the subject of sanctions imposed by any of the United

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Nations, the European Union, the United States Department of Treasury's Office of Foreign Assets Control or any other regulatory body enforcing economic and trade sanctions legislation in a country or by any state, supranational or international government organisation. The Owner will immediately notify the Charterer upon the Owner becoming aware that any subsidiary or holding company or any affiliate of the Owner (or any representative of any such) has become or is reasonably likely to become subject to sanctions or has violated any sanction.

21.2 Should the Owners fail to comply with Clauses 21.1 shall entitle the Charterers, in their sole and absolute discretion:

- i) to treat the Charter Party as suspended and claim damages, or;
- ii) to terminate the Charter Party, either immediately or following the period of suspension, and claim damages;

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

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

## **CLAUSE 22 - SUBSTITUTION**

Except strictly in accordance with the provisions in Clause 3, the Vessel specified in BOX 7 of the Fixture Note shall not be substituted, unless agreed by the Parties in writing.

## **CLAUSE 23 - DRYDOCKING**

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

**CLAUSE 24 - GENERAL CONDITIONS FOR LOADING AND DISCHARGING PORTS**

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

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

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

The Owners shall have all cargo spaces clean, swept and ready to receive the Charterers' intended cargo at the first Loading Port. Subject always to Clause 3, if the Charterers, in their absolute discretion, do not consider the cargo spaces ready or fit to receive Charterers' intended cargo, Charterers shall notify Owners in writing who shall take immediate steps to remedy the situation to the Charterers' satisfaction, and laytime/demurrage shall be suspended from the time that Charterers notify Owners that the cargo spaces are unready or unfit until the time that Charterers are satisfied with the readiness and fitness of the cargo spaces.

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

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

All time lost carrying out draft surveys, unless ordered by Charterers, shall not count as laytime or demurrage, if the Vessel is on demurrage.

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

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

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

#### **CLAUSE 25 - OPENING AND CLOSING OF HATCHES**

All expenses relating to the opening and closing of hatches shall be for the Owners' account. Time used shall not count as laytime or demurrage, if the Vessel is on demurrage. The Master shall cover the hatch of each hold as soon as loading into or discharging out of that hold has finished.

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

#### **CLAUSE 26 - STEVEDORE DAMAGE**

Stevedore damage(s) to the Vessel, if any, at the loading and discharging port(s) shall be settled directly between Owners and the stevedores, who are always to be under the supervision/direction/responsibility of the Master/Owners. The Owners and Master shall notify the Charterers and stevedores respectively of any alleged damage in writing not later than 24 hours after the occurrence of the same. The Charterers shall not be liable to the Owners for any damage or loss caused to the Vessel by stevedores whether in contract, tort, strict liability or otherwise.

#### **CLAUSE 27 - LIGHTERAGE**

Without prejudice to the Owner's obligation to ensure that the Vessel complies with all port specifications and requirements, including without limitation, draft restrictions, the Charterer has the option of discharging into lighters and/or otherwise lightening the Vessel if it so requires; the time and expenses thereof shall, subject to Clause 5, be for Charterer's account and time so used shall count as laytime or demurrage, if the Vessel is on demurrage. Otherwise all other terms, conditions and exceptions of this Charter Party shall apply to lighterage and lightening.

**CLAUSE 28 - DEVIATION**

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

**CLAUSE 29 - P&I CLUB OIL BUNKER DEVIATION CLAUSE**

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

**CLAUSE 30 - ADDITIONAL INSURANCE PREMIUM**

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

**CLAUSE 31 - ICE**

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

If during discharge of the cargo, official notification from the authorities is given that ice is forming and requesting the Vessel to leave the port, the Master shall notify the Charterers and cargo receivers immediately. In this case an "Alternate Port of Discharge" shall be declared by the Charterers within two (2) working days of receipt of notification of the authorities' notification by the Owners.

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

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

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

### **CLAUSE 32 - PIRACY CLAUSE**

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

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

#### **CLAUSE 33 - WAR RISKS CLAUSE FOR VOYAGE CHARTERING, 2004 (VOYWAR 2004)**

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

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

War; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

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

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

(d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100

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

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

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

(f) The Vessel shall have liberty:-

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

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

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

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

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- (v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;
  - (vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.
  - (g) If in compliance with any of the provisions of sub-clauses (b) to (f) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party.

**CLAUSE 34 - GENERAL AVERAGE**

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

**CLAUSE 35 - NEW JASON CLAUSE**

Any Bill(s) of Lading issued by the Master / the Owners shall expressly incorporate the following paragraphs:

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

If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees or owners of the goods to the Carrier before delivery.

**CLAUSE 36 - LIEN**

The Owners shall not have any right of lien of whatsoever nature over cargo, freight and/or sub-freights under this Charter Party and undertake not to exercise any lien on the cargo freight or sub-freights of whatsoever nature, whether contractual, statutory or otherwise, and shall defend, indemnify and hold the Charterers harmless from and against all consequences whatsoever resulting from the exercise of any lien on cargo, freight or sub-freights by the head owners and/or any disponent owners in the chartering chain and/or any third parties having provided any services to the disponent owners and/or the Vessel resulting from the failure of the Owners and/or any disponent owners in discharging their obligations to the head owners and/or any disponent owners in the chartering chain and/or any third parties under this Charter Party, or under any other charter party.

**CLAUSE 37 - LAW AND JURISDICTION**

This Charter Party and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by English law.

**CLAUSE 38 - DISPUTE RESOLUTION CLAUSE**

38.1 The Parties shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to this Charter Party or a breach thereof. If any such dispute cannot be settled amicably through ordinary negotiations by appropriate representatives of both Parties, then, if appropriate, the dispute shall be referred to the respective senior managers of both Parties who may meet in order to attempt to resolve the dispute.

38.2 Irrespective of 38.1 above, the Parties agree that any and all disputes (including noncontractual disputes or claims) shall be referred to arbitration in Singapore.

38.3 Arbitration shall be conducted in accordance with Arbitration Rules of the Singapore Chamber of Maritime Arbitration ("SCMA") current at the time when the arbitration proceedings are commenced.

38.4 The reference shall be to a panel of three arbitrators. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other Party requiring the other Party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other Party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other Party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the Party referring a dispute to arbitration may, without the requirement of any further prior notice to the other Party, appoint its arbitrator as sole

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arbitrator and shall advise the other Party accordingly. The award of a sole arbitrator shall be binding on both Parties as if he had been appointed by agreement.

38.5 Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

38.6 The arbitration shall be conducted in English.

#### **CLAUSE 39 - ASSIGNMENT AND NOVATION**

39.1 The Owners shall not transfer, novate or assign this Charter Party or any obligations or rights arising out of this Charter Party to third parties unless the written consent of the Charterers is first obtained. The Owners are always to remain fully responsible for the fulfilment of this Charter Party.

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

39.3 The Owners shall cooperate with and provide reasonable assistance to Charterers in connection with the exercise of its rights to transfer, novate and/or assign this Charter Party pursuant to Clause 39.2.

#### **CLAUSE 40 - DUES AND CHARGES**

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

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

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

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

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

#### **CLAUSE 41 - BIMCO STANDARD ISM CLAUSE**

The Owners shall ensure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. The Owners shall always provide a copy of the relevant Document of Compliance ("DOC") and Safety Management Certificate ("SMC") of the nominated Vessel .

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

**CLAUSE 42 - BRAZILIAN NAVY SURVEY CLAUSE**

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

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

Following plans all approved by Classification Society:

- (I) General Arrangement;
- (ii) Shell Expansion;
- (iii) Midships Section;
- (iv) Transverse Bulkheads;
- (v) Longitudinal Bulkheads (if any); and
- (VI) Structural Profile.

- II. DPC requires the Owners to have the Vessel inspected prior to loading at a Brazilian port by a qualified surveyor from a recognised Classification Society independent from the Society under which Vessel is classed. The Report of such inspection must be submitted to DPC for final approval at least 2 (two) days before the Vessel's arrival at the Loading Port. Any losses, liabilities, directly related costs and consequences incurred by the Charterers arising from such failure to comply with the requirements of this clause or submit a report satisfactory to DPC shall be for the Owners' account.

**CLAUSE 43 - FORCE MAJEURE**

In the event that the Charterers or the Owners are unable to carry out their obligations under this Charter Party, wholly or in part, due to Force Majeure, defined as Act of God, bad weather, epidemics,

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quarantine, strikes, riots, lock out, stoppage of workmen (but not the Master or crew), light men, or other hands essential for loading and discharging the cargo, whether partial or general, arrest or restraint of princes, rulers or peoples to include but not to be limited to any government interference or policy decision with an effect on the Charterers' activities, accidents or breakdowns at the Loading Port(s), mines, railways or roads from the mines to the Loading Port(s), or any other reason whatsoever beyond the control of the Parties, upon giving written notice of Force Majeure to the other party not later than 10 (ten) days after the occurrence of the Force Majeure event, the Parties shall be relieved from performing its obligations under this Charter Party, to the extent that such performance is prevented by the circumstances of the Force Majeure event and only for the duration of the Force Majeure event. Time lost by reason of all or any of the aforementioned causes shall not count as laytime or demurrage, if the Vessel is on demurrage.

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

In circumstances in which the Charterers have exercised option (1) above and the Force Majeure event continues for a further 15 (fifteen) days following Charterers' exercise of the option, the Charterers may, on giving 5 (five) business days prior written notice to the Owners, terminate this Charter Party in which case the Parties' further rights and obligations shall cease immediately except in relation to those Clauses necessary for the interpretation and enforcement of this Charter Party and without affecting any accrued rights and obligations of the Parties.

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

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

**CLAUSE 44 - TERMINATION**

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

- i) if either Party (a) applies for or consents to or suffers the appointment of a receiver, trustee, custodian or liquidator over it or any of its property, (b) fails to pay its debts or admits in writing its inability to pay its debts as they mature, (c) makes a general assignment for the benefit of creditors, (d) files, or has filed against it, a petition for relief and/or for the protection from creditors under the laws of any country, (e) files, or has filed against it, a petition in bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment or debt, dissolution or liquidation by law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding of similar nature, or if corporate action shall be taken for the purpose of effecting any of the foregoing, (f) becomes insolvent, (g) anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to any Party, or (h) either Party ceases or threaten to cease to carry on business.
  
- ii) the other party commits a material breach of any of its obligations under this Charter Party and, if the breach is capable of remedy, fails to remedy it within five (5) business days after being given a written notice by the other party advising it of the breach and requesting it to be remedied;

44.2 The Charterer may terminate this Charter Party by giving to Buyer notice of termination if:

- i) a material adverse change in the financial standing or creditworthiness of the Owner, so that in the opinion of the Charterers, the ability of the Owner to perform its obligations under this Charter Party becomes materially impaired; or
- ii) any representation or warranty made by or on behalf of the Owner pursuant to this Charter Party or in any document, instrument or certificate executed by the Owner in favour of the Charterers pursuant to this Charter Party shall be untrue or misleading in any material respect as of the date such representation or warranty was made or is deemed to have been made.

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

**CLAUSE 45 - PARAMOUNT**

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

**CLAUSE 46 - POLLUTION CLAUSE**

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

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

- (a) If the Vessel is over 1,000 gross tons and is registered in, or is required to enter a port or offshore facility in the territorial sea of, a State Party to the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a Certificate issued pursuant to Article 7 of that Convention.
- (b) If the Vessel is constructed or adapted for the carriage of persistent oil in bulk as cargo and is carrying more than 2,000 tons of such cargo, a Certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Oil Pollution Damage, 1992, as applicable.
- (c) If the Vessel is over 300 gross tons and is required to enter US navigable waters or any port or place in the US, a Certificate issued pursuant to Section 1016 (a) of the Oil Pollution Act 1990, and Section 108 (a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part 138.

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

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Owners' account and time will not count as laytime or demurrage, if the Vessel is on demurrage, until the Vessel is in a position to comply with the aforementioned regulations.

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

#### **CLAUSE 47 - ISPS**

The BIMCO ISPS Clause shall be incorporated to this Charter Party, in the following amended form:

(A)

- (i) From the date of coming into force of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) in relation to the Vessel, the Owners shall procure that the Vessel (as defined by the ISPS Code) shall comply with the requirements of the ISPS Code relating to the Vessel. Upon request, the Owners shall provide a copy of the International Ship Security Certificate (or the Interim International Ship Security Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Office (CSO).
- (ii) Except as otherwise provided in this Charter Party, loss, damage expense or delay, excluding consequential loss, caused by failure on the part of the Owners to comply with the requirements of the ISPS Code or this Clause shall be for the Owners' account.

(B)

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

the port facility or any relevant authority in accordance with the ISPS Code including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the Owners' fault. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

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

#### **CLAUSE 48 - CONFIDENTIALITY**

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

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

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

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

#### **CLAUSE 49 - LIMITATION OF LIABILITY**

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

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

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- (a) loss of anticipated profits or revenues (whether directly or indirectly caused); or
  - (b) consequential and/or indirect losses or damages, of any nature whatsoever arising at any time from any cause whatsoever. This clause shall apply notwithstanding any other provision in this Charter Party.

#### **CLAUSE 50 - BOTH TO BLAME COLLISION**

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

#### **CLAUSE 51 - ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

- (i) Each Party: (a) is duly organized, validly existing and in good standing under the laws of the place of its incorporation; (b) is duly qualified to transact business in every jurisdiction where, because of the nature of its business or property, such qualification is required; (c) has full power and authority to own its property and assets and to carry on its business as now conducted; (d) has full power to execute, deliver and perform its obligations hereunder and (e) possesses all necessary approvals and licenses from the relevant governmental authority or as otherwise may be required in order to conclude this Charter Party and to perform its obligations hereunder.
- (ii) The execution and delivery of, and the performance by each Party of its obligations under this Charter Party: (a) are within its corporate powers; (b) have been duly authorized by all requisite corporate action; (c) do not violate any provision of law, any order of any court or other agency of government, its corporate chapter or by-laws; and (d) do not violate any indenture, agreement or other instrument to which each Party is individually a party to, or by which it is bound, or is in conflict with, results in a breach of, or constitutes (with due notice or lapse of time or both) a default under any such Charter Party.
- (iii) There is no action, suit or proceeding at law or in equity by or before any governmental authority now pending or, to the knowledge of each Party, threatened against or affecting each Party which, if adversely determined, would have a material adverse effect on each party's ability to perform its obligations under this Charter Party.
- (iv) This Charter Party represents a legal, valid and binding obligation on each Party and is enforceable against each Party, in accordance with its terms except as such enforceability may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

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

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

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

#### **CLAUSE 52 - NOTIFICATION OF CLAIMS**

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

#### **CLAUSE 53 - THIRD PARTY ARREST**

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

**CLAUSE 54 - GENERAL**

The headings in this Charter Party are included for convenience only and shall affect neither the construction nor interpretation of any provision of this Charter Party nor the rights or obligations of the Parties to this Charter Party. If any one or more of the terms, conditions or provisions in this Charter Party or any part thereof shall be held to be invalid, void or of no effect for any reason whatsoever, the same shall not affect the validity of the remaining terms, conditions or provisions of this Charter Party which shall remain and subsist in full force and effect.

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

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

**CLAUSE 55 - ENTIRE CONTRACT**

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

**CLAUSE 56 - ADDITIONAL CLAUSES FOR FTS TRADE ONLY**

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

**DOUBLE BANKING CLAUSE:**

- (A) Charterers have the right to order the Vessel to load the complete cargo or part of it alongside the Floating Transfer System ("FTS"). The complete cargo or part of it may be loaded from the FTS or another vessel or vessels of any size or description whatsoever using the FTS. Loading operations may include the use of floating cranes and barges and/or lighters;
- (B) Loading shall be carried out in conformity with best industry practice. Owners undertake that the Vessel and her crew shall comply with best industry practice and Charterers undertake that the FTS and her personnel shall likewise comply with best industry practice;
- (C) Charterers shall have the right, at their expense, to appoint supervisory personnel to attend on board the Vessel including a Mooring Master, to assist in the loading/transshipment operation;

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

BILLS OF LADING for FTS Operations will contain the remark: "Cargo was originally loaded in XXX, Brazil - BL dated XXXXX and was transshipped at Subic Bay by XXXXX (FTS Vessel) to Mv XXXXX. The ship owner's carriage responsibility under this Bill of Lading starts once the Mv XXXX receives the transshipped cargo from XXXXX (FTS Vessel) at Subic Bay - Philippines")

#### **CLAUSE 57 - ADDITIONAL CLAUSE FOR UPRIVER ARGENTINA TRADE ONLY**

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

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

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

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

**CLAUSE 58 - HOLD CLEANING/RESIDUE DISPOSAL CLAUSE FOR CHARTER PARTIES**

- a) The Owners shall direct the crew to sweep and/or wash and/or clean the holds between voyages and/or between cargoes in accordance with MARPOL Annex V. Time for cleaning shall be for the Owners' account.
- b) All cleaning agents and additives (including chemicals and detergents) (collectively "Cleaning Materials") required for cleaning cargo holds shall be supplied by and paid for by the Owners. The Cleaning Materials shall not contain "harmful substances" in accordance with the criteria in MARPOL Annex III and shall not contain any component harmful to the marine environment and/or known to be carcinogenic, mutagenic or reprotoxic.
- c) Throughout the currency of this Charter Party, the Owners shall remain responsible for all costs and time, including deviation, if any, associated with the removal and disposal of cargo related residues and/or hold washing water and/or chemicals and detergents and/or waste as defined by MARPOL Annex V, Regulation 1 or other applicable rules relating to the disposal of such substances."

**CLAUSE 59 - VALE ANTI-CORRUPTION CLAUSE**

The Owners hereby confirm that they have a policy to prevent bribery and that this policy includes procedures which to the best of the Owners' knowledge and belief are adequate to prevent any such bribery. The Owners further represents that it and its subsidiaries, joint ventures and other affiliates, officers, directors, employees and beneficial owners, consultants, representatives, agents, brokers or other intermediaries fully comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Law 12.846/13 of Brazil, the Bribery Act 2010 of the United Kingdom and the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended, supplemented or replaced from time to time.