



Date:

Place: **Geneva**

1. Owners, Disponent Owners, Time Charter
Owners (Cl. 1) (Delete as applicable)

2. Charterers (Cl. 1.)

.....

**Atlas Iron Limited,
Raine Square, Level 18
300 Murray Street
Perth 6000 Western Australia**

3. Cargo (Cl. 2) (State commodity, quantity, margin percentage and in whose option and whether being shipped in bulk or otherwise)

100,000 metric tonnes, 10% more or less in charterers option bulk iron ore

4. Loading Port(s) (Cl. 3)

**PH No.4 (Utah Point),
Port Hedland, Western Australia**

5. Laycan (Cl. 7c)

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6. Vessel(s) (Cl. 1 & 51)

.....

7. Description of Vessel (Cl. 1 & Attachment 1)

.....

8. Loading Rate(s) (Cl. 8)

40,000 metric tonnes per weather working day of 24 consecutive hours, Sundays and Holidays included

9. Freight Rate(s) (Cl. 17)

Freight Rate (insert applicable freight rate).

10. Agents at Load Port(s) (Cl. 5)

Charterers' Agents (Seacorp Pty Ltd)

11. Notices at Load Port(s) (Cl. 6)



Master/Owners to provide 10 days approximate notices, followed by 7/5/3/2/1 days definite notices of Vessel's expected time of arrival (ETA) at the loading port(s) to the agents and charterer.

12. Demurrage and Despatch Rate(s) (Cl. 18)

(Insert applicable demurrage rate)

13. Discharging Port(s) (Cl. 4)

1 - 2 safe berths Full China.

Charterers to nominate discharge port(s) 5 days after completion of loading.

14. Discharging Rate(s) (Cl. 8)

20,000 metric tonnes per weather working day of 24 consecutive hours, Sundays and Holidays included

15. Agents at Discharging Port(s) (Cl. 5)

Charterers' Agents (Seacorp Pty Ltd)

16. Notices at Discharge Port(s) (Cl. 6)

Master/Owners to provide 10 days approximate notices, followed by 7/5/3/2/1 days definite notices of Vessel's expected time of arrival (ETA) at the loading port(s) to the agents and charterer.

17. Address Commission

3.75%

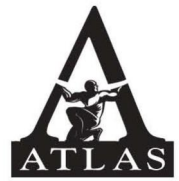
18. Brokerage

1.25%

19. Additional Clauses

The Owners warrant that the crew/master will be familiarised and will be instructed accordingly about the automated Cavotec Mooring System at PH 4 Utah Point, Port Hedland (see Appendix 1).

It is hereby mutually agreed that this Contract shall be performed subject to the Conditions in the Charter Party consisting of Parts 1 and Part 2, and Appendix 1



20. Signature (Charterers)

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21. Signature (Owners)

.....



IT IS THIS DAY MUTUALLY AGREED as per Box 1 between the OWNER, DISPONENT OWNER OR TIME CHARTERED OWNER referred to in Box 2, Owners of the VESSEL named in Box 13 (collectively referred to as 'Owner') and **Atlas Iron Limited**, of **Raine Square, Level 18**

300 Murray Street

Perth 6000 Western Australia , (collectively referred to as 'Charterer') as follows:

1. **VESSELS CONDITION AND ELIGIBILITY TO TRADE**

Owners warrant that the vessel(s) nominated are tight, staunch and strong, in class, and in every way fitted for the voyage, with her hull, machinery and equipment in a thoroughly efficient state and with a full and efficient complement of Master, Officers and Crew, insofar as the foregoing conditions can be attained by the exercise of due diligence. Owners further warrant that the vessel is seaworthy, suitable in all respects for the carriage of the cargo, and eligible for trading to the port(s) and place(s) specified for the voyage and at all times shall have on board all certificates, records and other documents required for such trading.

Owners are also to ensure that the vessel complies in all respects with restrictions and statutes for the countries and/or ports traded during this charter

The vessel shall comply with all Commonwealth of Australia Navigation Orders/Regulations in particular but not limited to Marine Orders Part 32 (Cargo and Cargo Handling Equipment and Safety Measures) which govern the vessel(s) hold and crane ladders as well as vessels cargo handling equipment, Marine Orders Part 23 (Equipment - Miscellaneous and Safety Measures) which govern gangways, and (Maritime Transport Security Act 2003) or amendments which governs vessel and port security. Should the vessel not so comply then responsibility for any modification shall be at Owners risk and time shall not count nor demurrage accrue during the period of such delay and any extra expenses incurred, including but not limited to standby of trucks, cost of labour and mechanical equipment ordered and not used, shall be for Owners account.

From the date of coming into force of the international safety management (ISM) Code in relation to the vessel(s) and thereafter during the currency of this Charter Party, the Owners shall procure that both the vessel(s) and Company (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request Owners shall provide Charterers with a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC). The vessel must also hold a valid International Ship Security certificate. Except as otherwise provided for in this Charter Party any 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 Owners account.

Owners undertakes as a condition that the present terms and conditions of employment of the crew comply with an ITF agreement or a bona fide Trade Union Agreement that is acceptable to the ITF and their representative and will remain so for the duration of this Contract. In the event of loss of time and/or extra expenses incurred due to boycott of the vessel (whether actual or threatened) and/or dispute with labour because of the vessel's flag or nationality of Owner, Master, Officers or crew are employed, such time shall neither count as laytime nor time on demurrage and such extra expenses shall be for Owner's account.

Vessel is to load/stow and carry the cargo and sail safely without requiring any bagging, strapping or securing.

Vessel is classed Lloyd's 100A1 or equivalent (as per Institute Classification Clause) and Owners guarantee that such classification will be maintained during the entire duration of this Charter Party. Should this classification not be maintained during the specified period then Owners to be liable for



any and all extra insurance penalties or assessments directly resulting from the fact that the vessels guaranteed classification has not been maintained.

The Owners warrant that the vessel is entered with a Protection and Indemnity Club, which is a member of the International Group, for full coverage and that the vessel's hull and machinery is fully insured and shall remain so for the duration of this Charter Party.

2. **CARGO & IMO REGULATIONS**

Cargo to be loaded/shipped in accordance with IMO regulations and Master to provide written acknowledgment of and adherence to IMO regulations to Charterers.

Shippers/Charterers/Receivers to put the cargo on board, stow trim and discharge cargo free from expense to the vessel. Any additional trimming required by Master is to be for the Owners account.

3. **PORT OF LOADING**

The vessel(s) shall proceed with all convenient speed to the port of loading as designated in Box 4 and there load the cargo always afloat from ashore as directed by Charterers or their designated representative. (see Appendix 1)

4. **PORT OF DISCHARGING**

Upon completion of loading the vessel(s) shall proceed at her normal service speed to the port(s) of discharge as designated in Box 13 and there deliver the cargo always afloat, ashore and/or alongside other vessel(s) and/or craft(s) as directed by Charterers or their designated representative.

5. **AGENTS**

Owners are to appoint the Charterers nominated agents at port of loading and discharging as stated in Boxes 10 and 15 with Owners paying all customary Agency fee(s).

Owners are to make their own arrangements for advances and payment of disbursements to Agents at the port of loading and discharging. Where the vessel(s) are directly prevented from loading or discharging for failure to comply with this provision, laytime not to count and demurrage not to accrue.

6. **ARRIVAL NOTICES**

(a) **Load Port(s)**

Owners are to give notices as per Box 11 to the Agents as nominated in Box 10

(b) **Discharge Port(s)**

Owners are to give notices as per Box 16 to the Agents as nominated in Box

Charterer is to be kept advised of any alteration in the Vessel's expected readiness to load or discharge.

In the event of Owners or Master failing to give the definite notices, Charterers are to be allowed 24 (twenty four) hours extra laytime for loading or discharging for each failure by Owner/Master to do so.

7. **NOTICE OF READINESS**

(a) **Load Port**

After arrival at the port specified in Box4 written Notice of Readiness is to be given to the Charterers nominated Agent any time day night Saturdays, Sundays and Holidays included of



vessel(s) being in all respects ready to load Charterers cargo and written confirmation received of vessel being completely discharged of inward cargo and ballast in all her holds.

Notice of readiness not to be tendered prior to commencement of laydays. However, in case Charterers do choose to load vessel prior to laydays actual time used to count,

In the event the berth is not available on vessel(s) arrival off the port due to congestion, the Master will be entitled to tender Notice of Readiness any time day or night Sundays and Holidays including upon anchoring at the customary waiting place as designated by the Port Authority for that port and normal time counting provisions shall apply as per Clause 10(a).

The vessel(s) holds are to be washed, swept clean and passed to Shippers and/or Charterers Surveyor's satisfaction as outlined in Clause 9.

(b) **Discharge Port**

After arrival written Notice of Readiness is to be given at all port(s) to Charterers nominated Agent any time day or night Sundays and Holidays included, that the vessel(s) is in all respects ready to discharge Charterers cargo, is in free pratique and is customs cleared and shall have all hatches uncovered and beams, if any, removed provided same is permitted by port authorities.

(c) **Laydays and Cancelling (refer Box 5)**

Laydays not to commence without Charterers written consent before date stated in Box 5 and if any wilful misrepresentation be made in respect of the size, position, etc, or should the vessel not be in loading port ready to load latest as stated in Box 5 it shall be at the option of the Charterers whether or not they will cancel the vessel.

(d) **Notices**

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

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

Charterer is to be kept advised of any alteration in the Vessel's expected readiness to load or discharge.

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

Master to telegraph Charterers as well as Charterers agents at Port of Loading, and discharging should he have to put in at any Port or Ports.

8. **LOADING AND DISCHARGING RATE(S)**

The Cargo to be loaded and discharged free of risk and expense to the vessel by Charterers/ Receivers at the average rates as designated in Boxes 8 and 14, excluded periods where applicable always excepted unless used in which case actual time used to count as laytime.

Calculation of time allowed for loading and discharging shall be based on weight inserted in Bill of Lading and shall not be subject to adjustment with weight agreed for freight settlement. Bill of lading



weight shall be determined by independent draft survey at the loadport. In case of deadfreight then the time allowed for loading and discharging shall be calculated on basis of tonnage for which freight is paid and not on the actual quantity loaded.

9. **HOLD CLEANLINESS/READINESS TO LOAD REQUIREMENTS**

Prior to commencement of loading the cargo spaces will be inspected to the satisfaction of an independent inspector appointed and paid by Charterers to ensure compliance with cleanliness specifications.

Vessel(s) to present with holds/hatchways swept clean, dry, free from loose rust and/or loose scale, free from smell and completely free of residue(s) of previous cargoes and suitable in every respect to receive the intended cargo to Charterers surveyors satisfaction, prior to tendering Notice of Readiness.

Any subsequent contamination of cargo whilst on board to be for Owners account.

Should the vessel not be ready to load in accordance with definite notice of arrival, or to load quantity as declared, Owners will be responsible for all expenses incurred, including but not limited to the disposal of shutout cargo, standby of trucks, labour and mechanical equipment.

10. **LAYTIME COMMENCEMENT**

Laytime to be non-reversible.

(a) **Load Port**

Time for loading to count 12 hours after a valid Notice of Readiness has been tendered and the vessel is in all respects ready to load, whether in berth or not whether in port or not, whether customs cleared or not, whether in free pratique or not, unless sooner commenced in which case actual time used in loading to count as laytime. Time used by the vessel in proceeding from waiting place or anchorage to loading berth or anchorage and making ready for loading (including but not limited to obtaining customs clearance and pratique) and any time lost before berthing (after tendering NOR) due to delay to the vessel, shall not count as laytime or time on demurrage unless such delay is directly caused by action of Charterer. Laytime at load port to cease counting on completion of loading.

If the vessel does not pass the customary surveys as per Clause 9, laytime shall cease from the time of failing survey until such time as the vessel has passed the customary survey and time from such failure to until vessel passes survey, is alongside the berth and is in all respects ready to load the intended cargo will not count as laytime or as time on demurrage. If a hold of the vessel is able to pass the customary survey then time to count pro-rata to the number of holds passed and ready to receive cargo.

(b) **Discharge Port**

Time for discharging to count 24 hours after a valid Notice of Readiness has been tendered and the vessel is in all respects ready to discharge after Notice of Readiness is tendered, whether in berth or not, whether in port or not, whether customs cleared or not, whether in free pratique or not, unless sooner commenced in which case actual time used in discharging to count as laytime. Time used by the vessel in proceeding from waiting place or anchorage to discharging berth or anchorage and making ready for discharging (including but not limited to obtaining customs clearance and pratique) and any time lost before berthing (after tendering NOR) due to delay to the vessel, shall not count as laytime or time on demurrage unless such delay is directly



caused by action of Charterer. Laytime at discharge port(s) to cease counting on completion of discharge.

At the second (and subsequent) discharging port(s) the Vessel shall tender NOR and laytime or time on demurrage shall resume counting as per Clause 7(b). Time counting at the second (and subsequent) discharge port(s) shall always be subject to the exceptions specified in Clause 8. 12 hours turn time shall be applied at each port if 2 ports are used to discharge cargo.

(c) Interruptions to Laytime - Load and Discharge Port(s)

Should the vessel need to vacate the berth/stop loading in order to await a favourable tide/draft to complete loading the full cargo quantity as declared by the Master then all costs related thereto, including all shifting costs to/from the berth, shall be for the Owner's account.

Time from when loading ceases, including time used in shifting to/from the berth, until loading recommences is not to count as laytime even if vessel is already on demurrage.

This clause does not apply if waiting/delays are caused by the charterers not supplying cargo in time to the ship in which case charterers responsible for all time lost and costs.

At load/discharge port time used in initial, final and intermediate draft surveys/checks not to count as laytime even if vessel is on demurrage.

Time lost at any time by reason of all or any of the following causes shall not be computed as laytime or as demurrage, viz; war, rebellion, tumults, civil commotions, insurrections, political disturbances, epidemics, quarantine, riots, strikes, lock-outs, stoppage of miners, workmen, lightermen, tugboatmen, or other hands essential to the working, carriage, delivery, shipment or discharge of the said cargo whether partial or general, or accidents and/or breakdowns at the mines, Shippers or Receivers yard or wharf, Cavotec fault, conveyor fault, landslips, floods, frost or snow, inclement weather, intervention of sanitary, customs and or other constituted authorities, partial or total stoppage on rivers, canals, roads or railways breakdown of shore installation and or equipment essential to the loading or discharging of cargo or any other cause beyond the control of Charterers.

Should the vessel also be precluded from entering port and/or proceeding to the load/discharge berth(s) when required because of inclement weather or tidal conditions then time so lost shall not count as laytime and demurrage not to accrue. Should the load/discharge berth(s) not be available for whatever reason on arrival and the vessel must wait at the customary waiting place, any periods of inclement weather or other incidents referred to in this clause would prevent the vessel from working if she had been alongside Charterers/Receivers nominated berth(s) (whether in berth or not), then such time not to count as laytime nor as time on demurrage.

Any terminal maintenance not scheduled before Charter Party dated (as stated in Box 1) time to be split 50/50 between Owners and Charterers.

Any time lost due to vessel's inability to perform at the vessels ballast/de-ballast/stripping rate as confirmed/warranted by owners/master is not to count as laytime or time on demurrage.

If as a result of any ballasting/de-ballasting/stripping underperformance due to vessels own equipment or crew, the vessel has to be short loaded, then owners cannot claim dead freight. Any disputed issue with underperformance of the ballasting/de-ballasting/stripping is to be determined by an independent surveyor and his finding will be final.



1. Any time used in shifting from anchorage or usual waiting place up to the loading/discharging berth is not counted as laytime or time on demurrage. If more than one berth or anchorage at any loading and discharging port has been agreed, shifting costs between berth(s) including bunkers consumed shall be for Owner's account. Time so used shall not count as laytime or time on demurrage.

The Vessel shall move along any one berth or installation, as reasonably required by Charterer or Terminal Operator, solely for the purpose of making any hatch or hatches available to the loading or discharging facilities at the berth or installation. All costs onboard the Vessel including bunkers shall be for Owner's account. Time used for warping shall not count as laytime or time on demurrage and warping to be done by Vessel's crew, where local regulations permit.

Should the load/discharge port order the vessel to shift to another berth prior to or during loading or discharging, then such time used for shifting shall not count as laytime even if vessel is on demurrage and all associated costs to be solely for owners account

11. **ACCESSIBLE SPACE/GRAB DISCHARGE**

Vessel is guaranteed suitable for grab discharge and is to tender clear of sweat battens.

No cargo to be loaded in or on top of the deeptanks, bunkers, bridge spaces, nor in any compartments not easily accessible for discharge by means of mechanical grabs, with all cargo to be loaded in the holds only. Should any cargo be loaded in such excepted places as aforementioned, all time lost shall not count even if vessel is on demurrage, and any additional expenses incurred in loading and/or discharging of the cargo to be for Owners account.

Deeptanks, tunnels and all other provisions within vessel's holds are to be sheltered against damage by Receivers' grabs, failing which Owners are to be responsible for all consequences. Claims for stevedore damage to be settled directly between Owners and Stevedores and any time occupied in repairing Stevedoring damage not to count as laytime. In the event Owners are unable to make settlement with stevedores directly, Charterers will, when all avenues have been exhausted, make best endeavours to assist Owners in obtaining settlement from Buyers.

12. **OPENING/CLOSING HATCHES**

At the load and/or discharge port(s), vessel(s) crew to perform the opening and closing of hatches in order to prevent damage to the cargo, provided local shore regulations permit.

Vessel(s) to present for loading and/or discharging with hatches open, hatch beams if any removed and suitable in every respect to receive and/or discharge cargo, weather and port regulations permitting.

Opening and closing of hatches always to be for Owners time and expense with laytime not to count.

13. **LIGHTERAGE**

Charterer has the option to load from barges sent alongside and/or discharges into barges sent alongside. Lighterage, if any, shall be at Charterer's risk and expense, including such fendering necessary for safe operations.



14. **OVERTIME**

The Vessel to work any time day/night, if requested to do so.

Overtime and other extra expenses connected with same to be paid by the party who orders same, but Crew and Officers overtime always to be for Owners account.

Overtime if ordered by the Port Authorities, to be for Charters account.

15. **VESSEL DEFICIENCIES**

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

16. **TRADING CERTIFICATES**

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

17. **INTERNATIONAL & LOCAL REGULATIONS**

The Vessel shall comply with all applicable international and 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 afore mentioned 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.

18. **RESTRICTIONS, ROUTING & ROTATION**

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

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

19. **FREIGHT**

Freight to be paid at the rate as agreed inclusive of all port charges, pilotages, light dues and all other dues usually paid by vessel and/or Owner's.

Initial freight is payable on Bill of Lading quantity as determined by independent draft survey within the number of banking days as declared in Box 9 of signing/releasing Bills of Lading clausued "Freight payable as per Charter Party" and "clean on board" and shall be deemed earned on completion of loading, discountless non-returnable vessel and/or cargo lost or not lost from receipt of telegraphic confirmation from Owners of signing and surrender of clean Bills of Lading. Owners are not to be held responsible for any loss/damage/expense by reason of issuance of clean on board B/L for the cargo loaded from Port Hedland on to MV TBA

Freight differentials to be calculated and agreed upon on an open book manner as follows:

Prior to Charterers lifting their subjects, Owners to provide Charterers with the speed and bunker consumption figures which will actually be used to prosecute the voyage under the fixture (i.e. ballast/



laden and in port working/idle) along with a detailed itinerary based on this information. These figures will be applied to the freight differential calculations.

In order to obtain the same time charter equivalent as the base route, the differential will be calculated on the basis of the actual performing vessel ballasting from its actual discharge port.

A maximum of extra steaming duration of half a day to be factored into calculations for the Yangtze River Capesize ports of Haili, Nantong or Taicang and this from the previous discharging port. Bunker consumption during this extra time to be based on speed and consumption nominated by Owners prior to lifting of subjects. No extra time to be applied for river navigation for all other river ports.

No consideration for repositioning the vessel after DLOSP the last discharge port. In case the last discharge port is inside the Yangtze river (excluding the ones that are only in the mouth of the river), the ending position is to be calculated bss DLOSP CJK.

- Owners to calculate time charter equivalent freight rates for other discharging port(s).
- Distances will be mutually agreed bss Netpass.
- A weather factor of 5% to be applied to steaming times.
- Port costs to be based on DA's in pdf format provided by Chrtrs nominated agents.
- B/L weight to be used.
- Bunker prices applied shall be basis Platts Shanghai, on C/P date.
- To be provided within maximum one business day.

Balance of freight to be paid as declared in Box 11 together with settlement of demurrage/despatch (see also Clause 17) with Owners providing a final freight invoice and supporting documentation at all times (ie: Statement of Facts and Notice of Readiness for all ports used).

Any claim for deadfreight shall be supported by an independent Surveyor's report arranged at the expense of the Owner. If such independent survey is conducted after completion of loading, time used shall not count nor demurrage accrue, and any extra expenses incurred by virtue of the vessels departure being delayed shall be for Owners account.

20. **DEMURRAGE/DESPATCH**

Demurrage if applicable, to be paid by Charterers to Owners at the rate agreed as per Box 12 per day or pro rata thereof for all laytime expired.

Despatch if applicable, to be paid by Owners to Charterers at the rate agreed as per Box 12 per day or pro rata thereof for all laytime saved.

Despatch/demurrage for all port(s) shall be settled concurrently with the final freight as per Box 9

21. **BILLS OF LADING**

The master shall authorise the agents at load port to sign Bills of Lading at any freight rate required by Charterers, not less than Chartered rate, which always subject to Owners approval. Charterers



have the right to sublet this Charter Party to others in full or in part, at any rate of freight without prejudice to this Charter, they remaining fully responsible for due fulfilment of same.

All Bill(s) of Lading issued under this Charter Party shall incorporate an Australian Clause Paramount. This Bill of Lading has effect subject to the provisions of the Australian Sea Carriage of Goods Act 1991 which shall be incorporated herein and nothing herein shall be deemed a surrender by the carrier of any of its rights and immunities or an increase of any of its responsibilities or liabilities under said Act. If any terms shall be repugnant to the Act to any extent, such terms shall be void to that extent but no further. The Charter Party shall take precedence over all Bill(s) of Lading clauses where such Bill(s) of Lading clauses conflict with the terms of the Charter Party.

Should Bills of Lading not arrive at discharging port in time then Owners agree to discharge the entire cargo without presentation of the original Bills of Lading upon receipt of Charterers Letter of Indemnity which to be signed by the Charterers. Such Letter of Indemnity shall automatically become null and void upon presentation of the original Bill(s) of Lading to the Owners or Master. (as attached in appendix X)

22. CHANGE OF OWNERSHIP/MANAGEMENT

The Vessel shall not change ownership, flag, class, technical and/or crew management ("a change") during the currency of this voyage without Charterer's prior approval which shall not be withheld unreasonably.

If and when a request to approve a change is received from Owner, the proposed new Owner and /or managers shall be assessed by Charterer's vetting officer prior to Charterer's approval being granted.

23. GENERAL AVERAGE

General average shall be settled and adjusted according to York-Antwerp rules, as amended 1994, at and as supplemented by custom and practice at the port of London. If required by Charterers, Owners will forego general average deposits from one or more cargoes and will accept a general average undertaking from Charterers in the customary form. If required by Charterers, Owners agree to release one or more cargoes to Charterers for transhipment from a port of refuge by and at the expense of Charterers, in exchange for a non-separation of interest agreement and a general average undertaking from Charterers in the customary form. The transhipment expenses shall not be included in the general average except to the extent of the other general average expenses thereby saved.

24. JETTISON

In case of Jettison, the Captain to report the same to Receivers and Charterers immediately and broker named in box 24.

25. TRIMMING

Shippers/Charterers/Receivers to put the cargo on board, spout trim and discharge cargo free of expense to the vessel. Trimming is understood to mean levelling off the top of the pile and any additional trimming required by Master is to be for Owners account.

26. FORCE MAJEURE

- (a) Owners shall not be responsible to Charterers nor will Charterers be liable to Owner for any delay or failure (whether partial or total) in the performance of obligations hereunder if such delay or failure is due to or results from Force Majeure. For the purpose of this clause the expression 'Force Majeure' refers to any cause or causes beyond the reasonable control of Charterers, including item (b) , Owners or Buyers as the case may be, including but not limited to war (whether declared or undeclared) or revolution, riot, insurrection, civil commotion, strike, lockout, blockade, industrial disturbances (provided such strike, lockout, blockade or industrial



disturbance is external to the party claiming Force Majeure), Act of God, fire, flood, storm, tempest, volcanic eruption, earthquake, Act of Governments (whether defacto or de jure) and supervening illegality provided that the party claiming Force Majeure took all reasonable precautions against that cause and did its best to mitigate its consequences. Act of Governments shall include but not be limited to, the refusal to grant any necessary import or export licence provided that Seller and Buyer in respect of any such licence shall have used best endeavours to obtain same.

- (b) Charterers have the right to curtail or suspend production at its plant if in the Charterer's reasonable opinion economic conditions do not warrant continued operation. If Charterers exercise this right or if Charterers customers curtail their production affecting their Contract commitments to Charterers, such events shall be treated as if they were events of Force Majeure and the rights and immunities that apply in a Majeure condition shall be afforded to Charterers.
- (c) The party whose performance of any obligation is directly affected, or who has reason to believe such performance may be affected by reason of any of the causes referred to in paragraphs (a) and (b) of this clause shall within 48 hours after the commencement of the cause, give notice thereof to the other party concerned by facsimile or e-mail, and shall also take reasonable steps to make good and resume with the least possible delay compliance with that obligation. If the cause and resulting failure or delay lasts for a continuous period of more than ten (10) days then the party that has received notice of Force Majeure may at its option, terminate this Contract.
- (d) Should any shipment or shipments be frustrated by any causes whatsoever occurring beyond the reasonable control of the Charterers and/or Owners then this Contract shall be deemed frustrated in respect of such shipment or shipments only.

27. **LIEN/CESSER CLAUSE**

The Owner shall have a lien on the cargo for freight, dead-freight, demurrage and damages for detention. The Charterer's liability shall cease at the completion of loading, except they shall remain responsible for freight dead-freight and demurrage (including damages for detention), incurred at port of loading/discharge .

The Owner will indemnify the Charterer for all and any damages, costs and expenses incurred by the Charterer as a result of the actual Owner of the performing vessel or any other party exercising a lien over the cargo due to any breach or purported breach of any obligation by the Owner under a Contract between those parties in respect of the performing vessel.

28. **INSURANCE**

Any extra insurance premium on cargo due to vessels age and/or flag and/or class and/or Ownership to be for Owners account. Such extra insurance to be covered by Charterers for Owners account and to be deducted from initial freight payment.

29. **DRYDOCKING**

The Vessel shall not be dry-docked during the currency of this Contract except in case of Emergency.

30. **DEVIATION**

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

31. **BAD WEATHER**

The Captain shall cover the hatch of each hold as soon as the loading into same has finished, and also all hatches when the loading or discharging has finished for the day, if the weather be wet or threatening; he shall also, during rain or snow cover up all hatches by which loading or discharging is



not actually going on. It is agreed that the Captain may send someone to check the weight of the cargo on delivery so as to avoid dispute, and weight as ascertained to be conclusive.

32. **BIMCO ICE CLAUSE FOR VOYAGE CHARTER PARTIES**

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

(a) Port of loading

- (i) If at any time after setting out on the approach voyage the Vessel's passage is impeded by ice, or if on arrival the loading port is inaccessible by reason of ice, the Master or Owner shall notify Charterers thereof and request them to nominate a safe and accessible alternative port.

If Charterers fail within 48 running hours, Sundays and holidays included, to make such nomination or agree to reckon laytime as if the port named were accessible or declare that they cancel this Charter Party, Owner shall have the option of cancelling this Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earning under this Charter Party.

- (ii) If at any loading port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owner immediately notify Charterers thereof, the Vessel may leave with cargo loaded on board and proceed to the nearest safe and ice free place and there await Charterer's nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owner's notification. If Charterers fail to nominate such alternative disport, the Vessel may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for Owner's account.

(b) Port of discharge

- (i) If the voyage to the discharging port is impeded by ice, or if on arrival the discharging port is inaccessible by reason of ice, the Master or Owner shall notify Charterers thereof. In such case, Charterers shall have the option of keeping the vessel waiting until the port is accessible against paying compensation in an amount equivalent to the rate of demurrage or of ordering the Vessel to a safe and accessible alternative port.

If Charterers fail to make such declaration within 48 running hours, Sundays and holidays included, of the Master or Owner having given notice to Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the cargo.

- (ii) If at any discharging port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owner immediately notify Charterers thereof, the Vessel may leave with cargo remaining on board and proceed to the nearest safe and ice free place and there await Charterer's nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owner's notification. If Charterers fail to nominate such alternative disport, the Vessel may proceed to the nearest safe and accessible port and there discharge the remaining cargo.
- (iii) On delivery of the cargo other than at the port(s) named in the contract, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if discharge and been at the original port(s) of destination, except that if the distance of the substituted port(s)



exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately.

33. **DISPUTE RESOLUTION**

- (a) Any dispute arising under this Contract from events which occur in Australia shall be settled by arbitration in Perth, Western Australia in accordance with the provisions of the Commercial Arbitration Act 1985 of Western Australia or any Statutory modification thereof for the time being in force. Each party may appoint an arbitrator. On the receipt by a party of the nomination in writing of the other party's arbitrator, that party shall appoint its arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall apply. In the event of the arbitrators not agreeing they shall appoint an umpire whose decision shall be final and binding.
- (b) Any dispute arising under this Contract or any bill of lading issued hereunder other than as provided in clause 56(a) hereof shall be referred to arbitration in London as provided below.
 - (i) All disputes arising out of or relating to this Contract where the total amount claimed (excluding interest and costs) by either party does not exceed US\$75,000 shall be referred to arbitration in London and that reference shall be in accordance with the London Maritime Arbitrators Association ("LMAA") Small Claims Procedure.
 - (ii) All other disputes shall be referred to arbitration in London, one arbitrator being appointed by each party in accordance with the Arbitration Act 1996 (UK) or any statutory modification or re-enactment thereof for the time being in force. On the receipt by a party of the nomination of the other party's arbitrator, that party shall appoint its arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall apply. In the event of the arbitrators not agreeing they shall appoint an umpire whose decision shall be final and binding.
- (c) In regard to any disputes and whether clause 56(a) or 56(b) applies:
 - (i) the arbitrators and umpire shall be persons normally engaged in the shipping industry and may be qualified legal practitioners; and
 - (ii) any claim must be made in writing and the claimant's arbitrator appointed within one year of final discharge otherwise all claims shall be deemed to be waived and absolutely barred. No arbitral award shall be questioned or invalidated on the ground that any of the arbitrators is not qualified as above unless objection is taken to their acting within seven days of their appointment. London arbitration and contract to be governed by and construed in accordance with English Law.

34. **PROTECTIVE CLAUSES**

- (a) The New Jason Clause, Both to Blame Collision Clause, Paramount Clause and P & I Club Oil Bunkering Clause are to be deemed incorporated in this Charter Party.
- (b) The Pilot, Master, Officers and Crew of the vessel, and any tow boat person or facility assisting the vessel, shall not be agents or employees of Charterers and the Charterers shall not be liable for any loss, time, damage or claims resulting from or arising out of negligence or error of any of them while vessel is proceeding to or lying at any place of loading and/or discharging.
- (c) While the Surveyor is taking draft readings and/or tank soundings, Master is not to take on or pump ballast at load and discharge ports without obtaining permission of the Charterers, and



vessel is not to take on, release or switch from one tank to other compartments to another any ballast, fresh water or fuel oil.

- (d) Vessel to furnish a certified calibration scale for all tanks including fore and aft peak tanks and double bottom tanks and deeptanks; Plimsoll marks amidships and draft marks on port and starboard sides bow and stern to be clearly cut and marked on shell plating. Vessel to furnish capacity plan, displacement scale and deadweight scale and same to be certified by Master as to correctness at time of loading.



35. **U.S. CUSTOMS ADVANCE NOTIFICATION/AMS CLAUSE FOR VOYAGE CHARTER PARTIES**

- (a) If the Vessel loads or carries cargo destined for the US or passing through US ports in transit, Owner shall comply with the current US Customs regulations (19 CFR 4.7) or any subsequent amendments thereto and shall undertake the role of carrier for the purposes of such regulations and shall, in their own name, time and expense:
 - (i) Have in place a SCAC (Standard Carrier Alpha Code); ii) Have in place an ICB (International Carrier Bond); and
 - (ii) Submit a cargo declaration by AMS (Automated Manifest System) to the US Customs.
 - (iii) Charterers shall provide all necessary information to Owner and/or their agents to enable Owner to submit a timely and accurate cargo declaration.

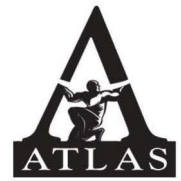
Charterers shall assume liability for and shall indemnify, defend and hold harmless Owner against any loss and/or damage whatsoever (including consequential loss and/or damage) and/or any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from Charterer's failure to comply with any of the provisions of this Sub-Clause. Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, all time used or lost shall count as laytime or, if the Vessel is already on demurrage, time on demurrage.

- (iv) Owner shall assume liability for and shall indemnify, defend and hold harmless Charterers against any loss and/or damage whatsoever (including consequential loss and/or damage) and any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from Owner's failure to comply with any of the provisions of Sub-Clause (a). Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, all time used or lost shall not count as laytime or, if the Vessel is already on demurrage, time on demurrage.
- (v) The assumption of the role of carrier by Owner pursuant to this Clause and for the purpose of the US Customs Regulations (19 CFR 4.7) shall be without prejudice to the identity of carrier under any Bill of Lading, other contract, law or regulation.
- (vi) Owners warrant that they have secured and carry on board the vessel a US Federal Maritime Commission's Certificate of Financial Responsibility as required under the US Water Quality Improvement Act of 1970. In any case Owners shall be liable for any and all consequences arising from their failure to obtain the aforementioned certificate.

36. **"VOYWAR 2013" War Risks Clause for Voyage Chartering**

- (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 include any actual, threatened or reported:

War; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy and/or violent robbery and or capture/seizure (hereinafter "Piracy"); acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or



political group, or the Government of any state or territory whether recognized or not which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or become dangerous to the Vessel, 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, , the Vessel, cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, , the Vessel, cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage 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, cargo, crew, or other persons on board the Vessel may 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 Contract of Carriage 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, waybills or other documents evidence contracts of carriage 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, cargo (, crew or other persons on board the Vessel may 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, cargo, crew or other persons on board the Vessel may 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 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 Vessel and any additional insurances that Owners reasonably require in connection with War Risks and the premiums therefore shall be for their account.
- (iii) If, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Charter Party, the Vessel proceeds to or through any area or areas exposed to War Risks, the Charterers shall reimburse to the Owners any additional premiums required by a the Owner's insurers If the Vessel discharges all of her cargo within an area subject to additional



premiums as herein set forth, the Charterer shall further reimburse the Owners for the actual additional premiums paid from completion of discharge until the Vessel leaves such area or areas. The Owners shall leave the area as soon as possible after completion of discharge.

All payments arising under this Sub-clause (e) shall be settled within fifteen (15) days of receipt of Owners' supported invoices.

(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 of any state or territory whether recognised or not, body or group whatsoever acting with the power to compel compliance with their orders or directions;
 - (ii) to comply with the requirements of the Owners insurers under the terms of the Vessel's insurance(s);
 - (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 alternative port any cargo or part thereof which may expose the Vessel to being held liable as a contraband carrier;
 - (v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment detention or similar measures;
 - (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) the Charterers shall indemnify the Owners for claims arising out of the Vessel proceeding in accordance with any of the provisions of Sub-clauses (b) to (f) which are made under any bill of lading, waybills or other documents evidencing contracts of carriage

When acting in accordance 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 Contract of Carriage.

37. **DUES AND TAXES**

At load and/or discharge port, all taxes and/or dues on freight and/or vessel to be for Owners account and on cargo to be for Charterers account.

38. **HEALTH AND SAFETY**

Owner shall have on board the Vessel an effective occupational health and safety policy with the objective that due care and attention is given by crew members to safe working practices in all operations pertaining to the Vessel. Owner 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 equipment whilst impaired by drugs or alcohol. The policy will also have the objective of



strictly prohibiting the possession, use, transport and distribution of illicit or non-prescribed drugs by crew members. Owner shall exercise due diligence throughout the currency of this Contract to ensure that such policies are complied with.

39. INSPECTION

Charterer 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 Charterer or their representative. Upon request, Owner/ Master to make available the Vessel's logs for inspection by Charterer or their representative.

40. BIMCO ISPS/MTSA clause 2005

- (a) (i) The Owners shall comply with requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel, and "the Company" (as defined by the ISPS Code) If trading to or from the United States or passing through United States waters, the Owners shall comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the Owner (as defined by the MTSA)
- (ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).
- (iii) Loss, damages, expense or delay (excluding consequential loss, damages , expense or delay) caused by failure on the part of the Owners or "the Company/Owner " to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account, except as otherwise provided in this Charter Party.
- (b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/ MTSA.
- (ii) Loss, damages or expenses, (excluding consequential loss damages or expense), caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account. Except as otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or time on demurrage.
- (c) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code/MTSA, the following shall apply:
 - (i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code/MTSA.
 - (ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owner's managers.
- (d) Notwithstanding anything to the contrary provided in this Charter Party, any 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/MTSA including, but not



limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from negligence of the Owners, Master or Crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

- (e) 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.

41. PART CARGO

If part cargo is allowed, Owners may tender Notice of Readiness in accordance with the provisions of this Charter Party, notwithstanding that other part cargo(es) may be loaded or discharged first, time used for the loading or discharging of other part cargo(es) 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 part cargo(es) shall not count as laytime or as time on demurrage.

42. SET-OFF

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

43. CONFIDENTIALITY

All negotiations and fixture to remain strictly private and confidential.

44. OIL POLLUTION CLAUSE

The Owners agree to indemnify the Charterers, their agents, or any other party against liability which may be imposed on them or which they may incur under any statute regarding liability for pollution of navigable waters by oil, by reason of any contravention of such statute by the Vessel, the Master or any servant of the Owners 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 and provided 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. The total aggregate liability in respect of any oil pollution incident shall under circumstances exceed US\$1,000 million and the extent of the indemnity under this clause shall be limited to the difference between any liabilities, costs and expenses incurred directly by the Owners and US\$1,000 million.



The Owners warrant that the vessel is entered in a P&I Association with cover for liabilities arising out of any contravention as aforesaid.

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

Nothing in this clause shall prejudice or deprive the Owners of their rights of limitation or exclusion of liability under any applicable or relevant law.

45. **INSOLVENCY OR BANKRUPTCY**

The following provision shall apply to this Charter Party only if there is not in force between the parties an effective netting agreement in respect of all outstanding Transactions (as defined below) between them. The provision shall not apply to, or be incorporated into, any Bill of Lading.

- (a) The parties to this Charter Party agree that if at any time a Bankruptcy Event (as defined below) occurs in relation to either of them (the "Defaulting Party"), the other party (the "Non-Defaulting Party") may by not more than 20 days' notice to the Defaulting Party designate a close-out date in respect of all Transactions then outstanding between them on which the process set out in paragraph (b) shall occur (subject to paragraph (c) below).
- (b) As of the close-out date
 - (i) all performance obligations of the parties under outstanding Transactions shall terminate
 - (ii) the Non- Defaulting Party shall promptly calculate its Loss (as described below) in respect of each Transaction
 - (iii) the Losses so calculated shall be aggregated and netted to the greatest extent possible (and, in order to effect this, the Non-Defaulting Party may convert any such Losses at commercially reasonable rates into such currency as may be required) and
 - (iv) the net resulting amount, if positive, shall be paid by the Defaulting Party to the Non-Defaulting Party within 3 days of the close-out date. If the net resulting amount is negative, no amount shall be due from or payable by either party to the other. Interest on the net resulting amount shall accrue at the rate of overnight LIBOR plus 3% if such amount is not paid when due.
- (c) A close-out date (as described above) shall occur automatically as of the time immediately before the start of a Bankruptcy Event specified in paragraph (1), (3), (4), (5), (6) or, to the extent analogous, (8) of that definition.
- (d) The parties to this Charter Party acknowledge and agree that the Transactions between them form a single agreement and have entered into the Transactions on this basis.

46. **VESSEL NOMINATION**

If substitute, Owners to nominate vessel latest 10 (ten) days prior to opening laydays. Said nomination to be subject to Charterers approval within 24 (twenty four) hours after nomination. Same not to be unreasonably withheld.

Upon initial and/or substitute vessel nomination Owners to provide information in accordance with the following:

- 1) Full name and contact numbers of:



Head Owners:
 Managers:
 Technical Manager:
 Tel:
 Email:

2) Vessel(s) full description including:

Summer DWT:
 Summer Draft :
 Vessels Flag :
 Year Built:
 GRT/ NRT:
 Number, type and dimensions of hatches:
 Number, type and SWL of cranes:
 Class Society and Classification:

3) Last 3 ports called including cargoes carried

Date of last dry dock
 Date of last special survey and was renewal of class given
 Please provide copies of ISM/DOC/ISPS:

4) Date and port of vessels last Australian port of call

Were there any AMSA (Australian Maritime Safety Authority) detentions or noted deficiencies

5) Vessel's full itinerary including all load and discharge ports

47. **PERFORMING VESSEL**

Actual performing vessel to be accepted by Rightship and have minimum 3-star Rightship rating. If substitute vessel is nominated same to be maximum 20 years of age and to be suitable for loading at Utah Point, Port Hedland. When nominating actual performing/substitute vessel owners to also advise pre-stow plan taking into account prevailing tides at loading place. The maximum quantity of cargo to be loaded is always to be subject to the prevailing draft/tides and port regulations at loading place and Charterers are not to be responsible for dead-freight in case the vessel unable to load the maximum quantity due to the above mentioned reasons.

48. **COMMISSIONS**

An address commission as stated in box 23 on the gross amount of freight, deadfreight and/or demurrage shall be deducted by Charterer upon payment of same. Brokerage commission as stated in box 24 on the freight, deadfreight and/or demurrage shall be due to the broker named in box 24 upon payment of same payable by the Owner.

49. **STEVEDORE DAMAGE**

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

50. **SANCTIONS CLAUSE**

Both Parties agree to comply in the performance of this contract with the standards of Sanction measures issued or adopted from time to time by any Sanction authority and not to require the other party or any third party (including any financial institution or insurer) to take any action or perform any



obligation in relation to the contract involving or may involve violation of Sanctions applicable to such Party.

Charterers warrant that the cargo carried under this contract is Sanctions compliant in respect of the load port, intermediate or discharge port, its country of origin and ultimate destination, the direct and / or indirect owner of the cargo and the country of organization, registration, location or residence of sub-charterers.

Owners warrant that the vessel(s) performing under this contract is Sanctions compliant in respect of its country of organization, registration, location or its residence.

"Sanction(s)" in the context of this clause are prohibitions imposed by any State, Supranational or International Governmental Organisation including the United Nations (UN), the United States (US), the United Kingdom (UK) and the European Union (EU).

In the event the Owner terminates this contract under this clause, the Owner shall be entitled to recover its losses and/or damages from Charterer damages.

51. **DEADFREIGHT CLAUSE:**

- (a) Deadfreight shall be payable at the same rate per ton as the freight rate.
- (b) Deadfreight shall be payable at the same rate per ton as the freight rate as set out in Box 9, and shall be paid at the same time and on the same terms as freight as set out in Box 9.

For and on behalf of:
Atlas Iron Limited,

For and on behalf of:
.....



APPENDIX No.1

CAVOTEC Moormaster

A Cavotec Moormaster automatic suction mooring system is in use at Utah Point Berth.

1.1.1

- The berth is fitted with a Cavotec Moormaster suction mooring system which will allow Vessels at the facility to berth without the use of conventional mooring lines. The system uses suction pads which do not generate any magnetic forces on the Vessel, each of which are rated at about 20 tons holding force, similar to a Harbour Tug.

1.1.2

- The Utah Point Facility is fitted with fourteen (14) large suction pads which offer a combined holding force of some 280 tons; each unit will automatically adjust for tidal/draft variations and changes in environmental conditions, including automatically detaching and re-attaching individual units that have moved away from their vertical travel mediums. The total applied force over each pad is no more than about 10 tons per square metre.

1.1.3

- Vessels that are equipped with protruding rubbing strakes or extensive ship side protrusions will not be suitable for loading from the Utah Point facility.
- The Owners warrant that the crew/master will be familiarised and will be instructed accordingly about the automated Mooring System at PH 4 Utah Point, Port Hedland.

For and on behalf of:
Atlas Iron Limited,

For and on behalf of:
.....