

CHARTER PARTY ANNEX

FIXTURE NOTE

01. Place	Geneva
02. Date of Fixing
03. Owner(s)
04. Charter Party Chain
05. Charterer(s)
06. Brokers
07. Vessel Name
08. Vessel's IMO Number
09. Vessel Description
10. Vessel Itinerary
11. Cargo(s) Description
12. Cargo Quantity
13. Number of Shipments
14. Loading Port(s)
15. Conditions for nomination of Loading Port(s)
16. Discharging Port(s)
17. Conditions for Nomination of Discharging Port(s)
18. Laydays
19. Cancelling Date
20. Turn Time
21. Freight Rate
22. Loading Terms
23. Discharging Terms
24. Demurrage/Despatch Rates
25. Agent's Nomination
26. Disbursement of Accounts at Discharging Port(s)
27. Address Commission
28. Brokerage Commission
29. Bank Details for Payment
30. Bills of Lading
31. Charter Party Details

The Owner(s) agree(s) to charter the Vessel to the Charterer(s) (each a "**Party**" and collectively the "**Parties**") in accordance with the terms of this Fixture Note and with Samarco Standard Terms for Voyage Charter Party (hereinafter "**Samarco Terms**"), including the Governing Law Clause and Dispute Resolution Clause therein, that provides for dispute resolution by arbitration.

In the event of any conflict between the terms and conditions contained in this Fixture Note and the Samarco Terms, the terms and conditions of this Fixture Note shall prevail.

This Fixture Note and Samarco Terms are collectively referred 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 according to Clause 57 of Samarco Terms. Any disputes (whether of a contractual or non-contractual nature) shall be referred to arbitration in accordance with the provisions specified in Clause 58 of the Samarco 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 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 be deemed an original), which together shall constitute a single and legally binding contract.

For the Owners:

For the Charterers:

**SAMARCO STANDARD TERMS
FOR VOYAGE CHARTER PARTY**

INDEX

CLAUSE 1 - DEFINITIONS

- 1.1 All capitalized terms referred to under this Samarco Standard Voyage Charter Party shall have the same meaning and content defined in the table inserted in the Fixture Note. In addition to the terms defined in the Fixture Note, the following capitalized terms, either used in singular or plural, shall have the meaning herein below defined:
- (i) AFRMM means the Brazilian Maritime Renewal Tax;
 - (ii) Area means any port, place, area or zone, or any waterway or canal;
 - (iii) Baltic Capesize Index means the daily publication, in working days, of time charter rates references as per developments of the shipping market, by The Baltic Exchange.
 - (iv) BIMCO means Baltic and International Maritime Council;
 - (v) BLU Code means the Code of Practice for the Safe Loading and Unloading of Bulk Carriers;
 - (vi) Charter Party means the Fixture Note and this Samarco Standard Terms for Voyage Charter Party;
 - (vii) Class Certificates means the certificates issued by Classification Societies;
 - (viii) Classification Society(ies) means a non-governmental organization that establishes and maintains technical standards for the construction and operation of ships and offshore structures;
 - (ix) DPC means Brazilian Navy's Directorate of Ports and Coasts (Brazilian authority equivalent to Coast Guard);
 - (x) ETA means expected time of arrival of a Vessel;
 - (xi) Force Majeure Event means act of god, bad weather, epidemics, 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;
 - (xii) FTS means Floating Transfer System;
 - (xiii) Hague Rules means the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924;
 - (xiv) Hague-Visby Rules means the Hague Rules as amended by the Protocol signed at Brussels on 23 February 1968;

- (xv) IMO means International Maritime Organization;
- (xvi) IMSBC Code means the International Maritime Solid Bulk Cargoes Code and the relevant amendments to Chapter VI of the SOLAS Convention;
- (xvii) ISM Code mens International Safety Management Code;
- (xviii) ISPS Code means International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of the SOLAS Convention;
- (xix) Lloyds means Lloyd's Register Group Limited;
- (xx) LOI means Letter of Indemnity;
- (xxi) Master means the commander or first officer of the Vassel;
- (xxii) MDSV means Micro Drainage System for the Vessel;
- (xxiii) MTSA means US Maritime Transportation Security Act 2002;
- (xxiv) NAABSA means not always afloat but safely aground;
- (xxv) New Cancelling Date means the date agreed between the Parties according to item 4.3.1;
- (xxvi) OBO means ore-bulk-oil carrier;
- (xxvii) Piracy means any actual, threatened or reported acts of piracy and/or violent robbery and/or capture/seizure;
- (xxviii) Ready means the condition of the Vessel of being physically and legally ready in all and every respects to load or discharge the cargo, and provided that the following conditions are fulfilled: (a) the Vessel has arrived; (b) the Vessel is in free pratique; (c) the Vessel is gas free as evidenced by gas free certificate; (d) the Vessel has been cleared by all applicable Port and Maritime Authorities;
- (xxix) SDR Protocol 1979 means the Protocol signed at Brussels on 21 December 1979;
- (xxx) SOLAS Convention or SOLAS means the International Convention for the Safety of Life at Sea of 1974;
- (xxxi) Super Holidays means Christmas Day (December, 25th) and New Year's Day (January, 1st);
- (xxxii) Time Charter Equivalent means the equivalent of the Freight Rates for this voyage charter for a time charter, taking into account the Vessel's actual sailing speed and consumption, together with in-port consumption;
- (xxxiii) War Risks means any actual, threatened or reported war, act of war, civil war or 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 cargos or crews or otherwise howsoever), by any person, body, terrorist or political group, or the government of any state or territory whether recognised or not, which, in the reasonable judgment of the Master and/or the Owners,

may be dangerous or may become dangerous to the Vessel, cargo, crew or other persons on board the Vessel; and,

(xxxiv) WLTHC means Water Line to Top of Hatch Coaming.

- 1.2 Any capitalized term not defined above shall have its meaning in accordance to shipping usages.

CLAUSE 2 - PARTIES' AGREEMENT

- 2.1 On the Date, it is mutually agreed between the Owners and the Charterers that in addition to the terms specified in the Fixture Note, the following terms shall apply.
- 2.2 The Owners may be disponent owners or beneficial owners of the Vessel.

CLAUSE 3 - CARGO

- 3.1 The cargo shall be loaded, stowed, trimmed and discharged by the Charterers, and transported by the Owners, 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.
- 3.2 If, due to draft restrictions at the nominated Loading or Discharging Port(s), the Vessel cannot be loaded up to her marks without delay or at all, the Charterers shall nevertheless be deemed to have provided a full and complete cargo, notwithstanding the Cargo Quantity.
- 3.3 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 berth irrespective of whether the total Cargo Quantity has been loaded or not.
- 3.3.1 In case the loading is made according to item 3.3 above, the quantity of cargo loaded is to be treated as a full and complete cargo, whether or not the Owners have exercised any option that they may have as to the quantity of cargo to be loaded and Charterers shall pay the respective dead freight for the quantity not loaded.

CLAUSE 4 - LAYDAYS & CANCELLING DATE

- 4.1 Unless required by the Charterers, loading shall not commence before the Laydays and laytime will commence as per the Turn Time.
- 4.2 Should the Vessel not be Ready to load in every respect (whether in berth or not) on the Cancelling Date the Charterers shall have the option of cancelling this Charter Party and the Owners will be deemed in breach of this Charter Party.
- 4.3 Without prejudice to the foregoing, should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not in every respect be Ready to load by the Cancelling Date, they shall immediately notify the Charterers of such event, stating the expected date of the Vessel's readiness to load. The Charterers shall then be at liberty to decide if they wish to exercise their option of cancelling the Charter Party or agree to a New Cancelling Date. In the event the Charterers choose to cancel the Charter Party, the Parties agree that 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.
- 4.3.1 The option established in item 4.3 above must be declared by the Charterers within two (2) working days (Saturdays, Sundays and holidays excluded) after the receipt of the Owners' notice. If the Charterers do not exercise their option of cancelling within the stipulated time frame of two (2) working days, then this Charter Party shall be

deemed to be amended so that the third day after the new readiness date stated in the Owners' notification to the Charterers shall be the New Cancelling Date and shall, for the remaining duration of the Charter, be deemed to have replaced the Cancelling Date.

- 4.3.2 Should the Vessel fail to arrive and be in all respects Ready to load by the new Cancelling Date, the Charterers shall, in their absolute discretion, regardless of whether any notification has been received from the Owners, have the option of cancelling the Charter Party and chartering a substitute vessel. In this case, the Owners will be deemed in breach of this Charter Party.

CLAUSE 5 - LOADING PORT(S)

- 5.1 Without prejudice to Clause 3, 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 Loading Port(s) in the order specified by the Charterers from the range as stated in the Fixture Note and there load 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 according to the Cargo Description and the Cargo Quantity, subject to the restrictions of the anchorage, berth or port as nominated by the Charterers.
- 5.2 The Master shall supply the Charterers with a proper stow plan in accordance with the BLU Code and with Loading Port's requirements, within the time limits set out in Clause 12.
- 5.3 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) and to ensure that the Vessel is loaded so as to comply at all times with such requirements.
- 5.3.1 The Owners shall also at all times be solely responsible for the Master's faults and damages caused by the Master, if any.

CLAUSE 6 - DISCHARGING PORT(S)

- 6.1 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 Discharging Port(s) in the order specified by the Charterers from the range as stated in the Fixture Note, always safe and afloat, and there deliver the cargo in the customary manner as directed by the Charterers.
- 6.1.1 The term "Discharging Port" includes any port, berth, dock, loading or discharging anchorage or offshore location, alongside vessels or lighters or any other place whatsoever as the context requires.
- 6.2 In case the Charterers declare another discharging port other than the Discharging Port, the Charterers shall pay the Owners all direct expenses, if any, relating to the Vessel's extra deviation. Such expenses shall be duly documented and proved through the Owners' calculations and original invoices as requested by the Charterers.

- 6.3 The Master to 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 12.
- 6.4 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) and to ensure that the Vessel is loaded so as to comply at all times with such requirements.

CLAUSE 7 - FREIGHT RATE

- 7.1 The base Freight Rates are to apply and be calculated on the Bill(s) of Lading quantity and dead freight quantity if any.
- 7.2 In the event the Vessel loads from or discharges at different port(s) than the base route, Owners shall provide Charterers freight differentials calculations based on the Baltic Capesize Index for the average of Time Charter routes on the Bill of Lading date, or the latest date in case there is no rate publication on such date.
- 7.2.1 The freight differentials calculations will be sent to the Charterers who shall inform Owners of their agreement or disagreement thereto within 48 working hours of receipt of the same. In the event Charterers do not agree to the Owners' calculations, the Charterers shall present their own calculations, to Owners with documentary evidence to support their calculations within 48 working hours of receipt of the Owners' calculations.
- 7.2.2 In case Charterers presented their own calculations, the Parties shall negotiate in good faith the freight differentials, and, should the Parties not reach an agreement, the controversy shall be settled by the arbitration set forth in Clause 58.
- 7.3 If Charterers agree to load cargo in excess of the Cargo Quantity, freight rate applicable for the additional cargo quantity loaded will be at half (1/2) the Freight Rate.

CLAUSE 8 - DEMURRAGE AND DESPATCH RATES

- 8.1 For both the loading and discharging ports, demurrage shall be paid by the Charterers at the Demurrage Rate, per day or pro-rata for a part of a day for all time used in excess of the laytime allowed.
- 8.2 The rate of despatch shall be half the Demurrage Rate to be paid by the Owners for all laytime saved.

CLAUSE 9 - OVERTIME

- 9.1 All overtime expenses at Loading and Discharging Port(s) shall be for account of the Party ordering the overtime.
- 9.2 Wherever overtime has been ordered by parties other than the Owners and the Charterers, such as Port or Maritime Authorities or the party controlling the Loading or Discharging Port the expenses are to be equally shared between the Owners and the Charterers.
- 9.3 Overtime expenses for the Vessel's officers and crew shall always be for Owners' account.

CLAUSE 10 - COMMISSIONS

- 10.1 An Address Commission applicable to gross freight, dead freight 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 dead freight and/or demurrage.

- 10.2 A Brokerage Commission on gross freight, dead freight and demurrage is payable by the Owners to the Brokers.

CLAUSE 11 - PAYMENT CONDITIONS

- 11.1 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 email and original negotiable Bill(s) of Lading marked "clean on board" and "freight payable as per Charter Party".
- 11.2 Full freight shall be deemed earned upon completion of loading, without discount and non-returnable whether or not cargo and/or Vessel is lost.
- 11.3 Demurrage and despatch and freight differential for both Loading Port(s) and Discharging Port(s), if any, plus the balance of freight, to be settled within thirty (30) working days after Vessel's completion of discharge at the final Discharge Port nominated by the Charterers, given the Owners' and the Charterers' mutual agreement on laytime and freight differentials calculations. Laytime calculations to be presented with the relevant supporting documents.
- 11.4 Freight and other payments shall be made according to Bank Details for Payment. If Bank Details for Payment provide for the directions of a bank account held by Brokers or by any person or entity other than Owners, Owners hereby declare acceptance that the payment be made to such Brokers or other person or entity, and releases Charterer as long as the payment has been remitted in accordance to Bank Details for Payment.

CLAUSE 12 - NOTICES

- 12.1 At Loading Port:
- 12.1.1 Notice of Vessel's ETA at the Loading Port shall be given to Charterer and its port administration, by fax, e-mail or cable, with at least ten (10) days in anticipation.
- 12.1.2 Vessel shall give Seller four (4) notices of the ETA of the Vessel at the Loading Port. Such notices shall be given eight (8) days, three (3) days, two (2) days and twenty-four (24) hours prior to the ETA of each Vessel.
- 12.1.3 Master and/or the Owner shall include, in the notice of ETA to be given 8 (eight) days prior to the ETA, information about each Vessel's cargo plan, and provide the following details:
- (i) Arrival and departure drafts;
 - (ii) Air draft (distance from water line to top of the hatch coamings);
 - (iii) Amount of ballast on arrival and, if in cargo holds, how distributed;
 - (iv) Time required for deballasting during and after berthing;
 - (v) Loading sequence; and
 - (vi) Information on whether a "Gas Free" certificate is required or not.
- 12.2 At Discharging Port:
- 12.2.1 Within 1 day of sailing from a Loading Port, the Master is to notify the Charterers and the port authorities at the Discharging Port of the quantity of cargo loaded, expected arrival fore and aft draft and estimated time of arrival (ETA) at the Discharging Port(s).

12.2.2 ETA of the Vessel at the Discharge Port(s) shall be provided to the port authorities of the Discharging Port 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.

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

CLAUSE 13 - NOTICE OF READINESS AND TIME COUNTING

- 13.1 Notice of Readiness shall be tendered in writing and in English language after arrival of the Vessel at each Loading or Discharging Port, at any time day or night, irrespective of official hours, Saturdays, Sundays and Holidays included, provided that the Vessel is Ready.
- 13.2 Any Notice of Readiness sent by the Master or his representative without full compliance of the conditions set forth in the preceding item shall not be considered as a valid Notice of Readiness and no effect shall arise out thereof.
- 13.3 If, after inspection, the Vessel is found not Ready in all respects to load or discharge, and without prejudice to Charterers' right of cancellation in case of loading, time lost after the discovery thereof until the Vessel is again Ready to load or discharge shall not count as laytime, even if the Vessel is already 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 or discharge the cargo shall be for the Owners' account.
- 13.4 If the Vessel is prevented from proceeding to the loading or discharging berth due to her inefficiency, not being Ready, any reason mentioned under item 13.8, tidal conditions or mandatory regulations, laytime shall not count until such hindrance(s) has (have) ceased, even if the Vessel is already on demurrage.
- 13.5 If the Port Authority and/or the Master shall for any reason vacate the Vessel from a berth, laytime shall stop counting from the suspension of loading or discharging, until the Vessel berths again and is Ready in every respect to resume loading or discharging, even if the Vessel is already on demurrage.
- 13.6 If the Charterers and/or the shippers, shall as a result of the Vessel's inability to load or unload cargo, vacate the Vessel from a berth, laytime shall stop counting from the suspension of loading or unloading, until the Vessel berths again and is Ready in every respect to resume loading, even if the Vessel is already on demurrage.
- 13.7 If the Charterers require the Vessel to load at two or more ports, time shall stop counting 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, subject to the provisions of this clause.
- 13.8 Time lost as a result of all or any of the causes hereunder shall not be computed as laytime and/or demurrage, even if the Vessel is already on demurrage:
- (i) Vessel in proceeding from waiting place or anchorage to loading/discharging berth;
 - (ii) Vessel becoming ready for loading/discharging (including obtaining customs clearance, gas free certificate and free pratique);
 - (iii) initial, final and any intermediate draft checks/surveys;
 - (iv) any delay to the Vessel before berthing (after tendering Notice of Readiness);

- (v) Any action, inaction or recommendations made by port authorities, Port State Control, sanitary authorities, Federal Police, any other Brazilian or international authorities, which causes the Vessel to be detained or implies work to be carried out on any nominated Vessel before it is permitted to berth or leave the Loading or Discharging Ports;
- (vi) detention of the Vessel for any other reason;
- (vii) delay caused by the declaration of a competent authority according to which the Vessel is not in compliance with any applicable legal provision;
- (viii) bad weather or any other Act of God not permitting berthing, loading or discharging;
- (ix) strikes, lockouts, stoppages or restraints of labour of personnel connected with mining, production, port or facility services or any transport and/or handling of the cargo whether inland or at the port or facility;
- (x) inefficiency (including ability to ballast and deballast as required for loading and discharging operations), inaccessibility or unsuitability of the Vessel;
- (xi) saving or attempting to save life at sea;
- (xii) saving or attempting to avoid damage to the environment;
- (xiii) epidemics and quarantine;
- (xiv) accidents or breakdowns at the mines, roads, railways or ports;
- (xv) landslides and floods at the mines, roads, railways or ports;
- (xvi) interventions by Sanitary or other competent Authorities; and
- (xvii) 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.

- 13.9 After a valid Notice of Readiness has been tendered to the Charterers and their agents at a Port of Loading, or to the consignees and their agents at a Discharging Port, the laytime shall commence after the expiry of the Turn Time unless commenced earlier in which case actual time used to count as laytime.
- 13.10 In case Vessel tenders to the Loading Port a valid Notice of Readiness out of her original laydays, irrespective of existing a new cancelling date as provided in Clause 4, the laytime will only start to count upon actual commencement of loading.
- 13.11 Laytime shall terminate upon completion of loading or discharging.

CLAUSE 14 - LOADING

- 14.1 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 account. Owners shall at all times remain responsible for proper loading and trimming of the cargo and seaworthy trim of the Vessel. If so required and permitted by the relevant authorities, the Vessel's crew shall operate, free of expense to Charterers, the Vessel's gears (if any) to load and unload equipments required in the cargo loading operations and/or carry out the loading operations.
- 14.2 Vessels shall be brought alongside the loading berths at Loading Port with clean holds and in condition to load. Unless otherwise instructed by the Charterer, the Vessels must be presented for berthing with minimum ballast compatible with its respective seaworthiness.

CLAUSE 15 - LOADING RATE

- 15.1 The cargo shall be loaded in accordance with Loading Terms, basis weather working days of 24 consecutive hours, excluding Super Holidays, 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 even if the Vessel is already on demurrage. In case loading has to be interrupted for any

reason attributable to the Vessel or for any reason mentioned under item 13.8, such time lost shall not count as laytime even if the Vessel is already on demurrage.

CLAUSE 16 - DISCHARGING

- 16.1 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. If so required and permitted by the relevant Authorities, the Vessel's crew shall operate, free of expense to Charterers, the Vessel's gears (if any) to load and unload equipments required in the discharging operations and/or carry out the discharging operations.

CLAUSE 17 - DISCHARGING RATE

- 17.1 The cargo shall be discharged in accordance with the Discharging Terms basis weather working days of 24 consecutive hours, excluding Super Holidays, under the Owners'/Master's responsibility, direction and supervision. Any time lost in trimming, when Charterers/receivers await Master's instructions, shall not count as laytime even if Vessel is already on demurrage. In case discharging has to be interrupted for any reason attributable to the Vessel or for any reason mentioned under item 13.8, such time lost shall not count as laytime even if Vessel is already on demurrage.

CLAUSE 18 - GENERAL CONDITIONS FOR LOADING AND DISCHARGING PORTS

- 18.1 Cargo to be always loaded in all holds in accordance with shore regulations and subject to Vessel's technical and physical limitations.
- 18.2 The Charterers have the privilege of working all hatches at all times except only as set in Clause 27. The Vessel shall supply sufficient power and lights for night work, for loading and discharging the cargo, free of expense to the Charterers.
- 18.3 The Vessel shall have sufficient ballasting capability in relation to loading capacity. Master to ensure that the loading/unloading and ballast/deballasting are adequately synchronized at all times to maintain the Vessel within her limits of stress and stability.
- 18.4 The Owners shall have all cargo spaces clean, swept and ready to receive the Charterers' intended cargo at the first Loading Port. If the Charterers, in their absolute discretion, do not consider the cargo spaces are ready to receive Charterers' intended cargo Charterers may cancel this Charter Party.
- 18.5 In order to minimize 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.
- 18.6 Laytime is non-reversible between the loading and discharging ports.
- 18.7 At the loading/discharging ports, in case of OBO or Ore/Oiler ship, the Vessel shall provide a gas-free certificate
- 18.8 In case of breakdown of the Vessel's crane(s) (if any) at the loading or discharging ports, laytime 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 19 - BILLS OF LADING

- 19.1 The Master shall sign and release the Bill(s) of Lading without prejudice to this Charter Party, for the quantity determined by draft survey at the Loading Port. Alternatively, Master shall authorize the agents at the Port(s) of Loading to sign the Bill(s) of Lading on his behalf.
- 19.2 On completion of loading, the Owners shall release to the Charterers/shippers or their representatives three negotiable Bills of Lading marked "Freight Payable as per Charter Party". The Owners shall indemnify the Charterers against all losses, liabilities, directly related costs and consequences arising as a result of the Bill(s) of Lading inaccurately describing the cargo's condition.
- 19.3 The Owners and Master shall authorize 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.
- 19.4 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 20 - LETTER OF INDEMNITY

- 20.1 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' single 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 21 - SHIFTING COSTS AND TIME

- 21.1 Shifting time between anchorages and from anchorage to berth, including waiting time for first suitable tide, if any, shall not count as laytime, even if the Vessel is already on demurrage.
- 21.2 If the Vessel is required by Charterer(s) or Terminal Operators 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 22 - WARPING

- 22.1 The Vessel shall move along any one berth or installation, as reasonably required by the Charterer(s) or Terminal Operators, solely for the purpose of making any hatch or hatches available to the loading or discharging facilities at that berth or installation.
- 22.2 All costs onboard the Vessel including bunkers shall be for Owners' account. However, the costs of any necessary outside services shall be for Charterers' account.
- 22.3 Time used for warping shall count as laytime or time on demurrage.

CLAUSE 23 - PORT(S) DISBURSEMENTS

- 23.1 Prior to the Vessel's arrival, the Owners shall 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 any unpaid disbursements to the agents.

CLAUSE 24 - OWNER'S / MASTER'S OBLIGATIONS

- 24.1 The Owners undertakes that the Vessel shall comply with the following conditions before and at the beginning and throughout the period of this Charter Party, which are guaranteed by the Owners:
- (i) Vessel shall comply with all applicable conditions to load at the Loading Port.
 - (ii) Vessel shall comply with the requirements of the ISPS Code.
 - (iii) Vessel shall comply with the requirements and recommendations of the Charterers' ship vetting system.
 - (iv) Vessel shall be seaworthy and cargo-worthy in every respect, a bulk carrier below (18) eighteen 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 highest at Lloyds or equivalent free of recommendation or conditions of Class. Charterer may consider at its sole discretion nominations of Vessels of over (18) eighteen years of age on a case-by-case basis, provided that Owner supply Charterer with all pertinent information about the Vessel, in accordance with the conditions established by the Brazilian Port Authorities.
 - (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 Insurance - P&I, including in cases of deviation as stated in Clause 30, issued and secured by a P&I Club which is a member of the International Group of P&I Clubs, and also 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 Port 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 required by applicable laws and regulations, and acceptable to the Charterer.
 - (viii) Vessel's holds shall be strengthened and classed for carriage of cargo according to the Cargo Description 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 Workers' Federation - ITF or equivalent, failing which all time loss/expenses to be for Owners' account;
 - (x) Vessel shall be guaranteed suitable for grab-discharge and any other equipment such as bulldozers/payloaders but always with tank top strength. If any cargo is loaded in tween decks, deep tanks or bunkers, any extra trimming etc. incurred for cargo not accessible to grabs and any time lost in loading and discharging shall be for the Owners' account. Deep tanks, 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 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 organization. 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; and,

- (xii) The Owners shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in accordance with good commercial maintenance practice.

- 24.2 The breach of any of the provisions of item 24.1 above by the Owner shall entitle the Charterers, in the Charterers' option, to treat the Charter Party as suspended and claim damages or, either immediately or after such period of suspension as the Charterers in its sole discretion considers acceptable, to terminate the Charter Party and claim damages.
- 24.3 The Charterers have the right at any time on reasonable notice to inspect or survey the Vessel, as well as to request Owner to present any document, 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.
- 24.4 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 with respect to suspending or terminating the charter, and procuring a suitable replacement vessel.

CLAUSE 25 - VESSEL NOMINATION AND SUBSTITUTION

- 25.1 In case the Vessel has not been nominated at the time of the signing of the Fixture Note, Owners must nominate the Vessel in writing to Charterer(s) at least twenty one (21) days prior to the commencement of the Laydays.
- 25.2 The nominated Vessel may be substituted by an alternative equivalent Vessel until 7 (seven) days prior to the commencement of Laydays.
- 25.3 All Vessels nominated under this contract including substitute Vessels will be subject to Charterer's approval declarable within two (2) working days from time of receipt of official nomination and all requested details.

CLAUSE 26 - DRYDOCKING

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

CLAUSE 27 - OPENING AND CLOSING OF HATCHES

- 27.1 All expenses relating to the opening and closing of hatches shall be for the Owners' account. Time used shall not count as laytime even if the Vessel is already on demurrage.
- 27.2 The Master shall cover the hatch of each hold as soon as loading into or discharging out of that hold has finished.
- 27.3 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 28 - STEVEDORE DAMAGE

- 28.1 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. 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 29 - LIGHTERAGE

- 29.1 In the event that the Vessel arrives with a draft in excess of the permissible draft as declared by the nominated 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 following which the Vessel shall, if requested by the Charterers and/or cargo receivers (with express confirmation from the Charterers), proceed to the originally nominated Discharging Port.
- 29.1.1 The costs of lightening, deviation and all directly related expenses for the lightening and/or deviation, as incurred by the Charterers and/or receivers and/or agents will be for Owners' account and time loss to be on Owners' account.
- 29.2 Notwithstanding the foregoing, Charterer has the option to charter the Vessel knowingly that such Vessel is out of Discharging Port's size requirements, if so advised by Owners. In this case, the time and expenses of lighterage shall be for Charterer's account and time so used shall count as laytime. Otherwise all other terms, conditions and exceptions of this Charter Party shall apply to lighterage and lightening.

CLAUSE 30 - DEVIATION

- 30.1 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 deviate for the purpose of saving life and/or property or for bunkering purpose only. Any such deviation shall not be deemed an infringement of this Charter Party.

CLAUSE 31 - P&I CLUB OIL BUNKER DEVIATION

- 31.1 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, deep tanks and any other compartment in which oil can be carried, whether such amount is or is not required for the chartered voyage.
- 31.2 The liberty of deviation stated in item 31.1 above shall not imply in any delay in arriving by the agreed date. Any extra time taken for the deviation and any damages to the cargo shall be for Owners' account.

CLAUSE 32 - ADDITIONAL INSURANCE PREMIUM

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

CLAUSE 33 - ICE

- 33.1 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.
- 33.2 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 informed by the Charterers within two (2) working days of receipt of notification of the Authorities' notification by the Owners.
- 33.3 Any time lost as a result of the Vessel having to suspend discharging operations and leave the port shall not count as laytime even if the Vessel is already on demurrage. Laytime shall resume when discharge recommences at the alternate port of discharge.
- 33.4 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 accordance with the Conditions for Nomination of Discharging Port(s) 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.
- 33.5 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 34 - PIRACY

- 34.1 If, after entering into this Charter Party, in the reasonable judgement of the Master and/or the Owners, any Area on any part of the route which is normally and customarily used on a voyage of the nature contracted for becomes dangerous, or the level of danger increases, to the Vessel, cargo, crew or other persons on board the Vessel due to Piracy, the Owners shall be entitled to take a reasonable alternative route to the Discharging Port and, if they so decide, immediately give notice to the Charterers that such route will be taken. Should the Vessel be within any such place as aforesaid which only becomes dangerous, after entry, it shall be at liberty to leave it.
- 34.2 In any event, 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, crew and cargo including but not limited to re-routeing within the Area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel and/or deploying equipment on or about the Vessel (including embarkation/disembarkation);
 - (ii) to comply with the requirements of the insurers under the terms of the Vessel's and Cargo's insurances;
 - (iii) to comply with all orders, directions, recommendations or advice 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.
- 34.3 The costs and risks associated with the measures mentioned in items 34.1 and 34.2 are fully borne by the Owners, and no compensation or differential in freight shall be due by Charterers.
- 34.4 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.
- CLAUSE 35 -WAR RISKS**
- 35.1 If at any time before the Vessel commences loading, it appears that, in the reasonable judgment of the Master and/or the Owners, performance of the Charter Party, 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 of such War Risk and state its willingness to cancel this Charter Party or to refuse to perform such part of it if Charterers fail to nominate any other safe port for loading and/or discharging which lies within the range for loading or discharging within 72 hours.
- 35.1.1 In case Charterers fail to nominate a safe port for loading or discharging within 72 hours, the Owners shall be entitled to cancel this Charter Party or to refuse to perform such part of it.
- 35.2 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 judgment of the Master and/or the Owners, the Vessel, cargo, crew or other persons on board the Vessel may be exposed to War Risks, the Owners shall give immediate notice of such War Risk to the Charterers, along with the Owners' proposal of remedial actions to be taken. After giving such notice, the Owners shall not be required to continue to load cargo for any voyage, or to sign bills of lading, waybills or other documents evidencing 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.
- 35.2.1 In case the nomination of a safe port for discharge is necessary in order to avoid the War Risk, the Owners shall so indicate in their notice to Charterers. If within 72 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 Loading Port).
- 35.2.2 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 if the cargo had been carried to the Discharging Port, provided however that if the safe port is a hundred (100) miles nearer or farther than the Discharging Port, the freight shall be reduced or increased in proportion to the normal and customary route.
- 35.3 If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgment 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.

- 35.4 The Owners may effect War Risks insurance in respect of the Vessel and any additional insurances that Owners reasonably require in connection with War Risks and the premiums therefor shall be for their account.
- 35.5 If Charterers order Owners to proceed to or through any area or areas exposed to War Risks or to load or discharge in a port exposed to War Risks, after Charterers have notified Owners of such War Risk, the Charterers shall reimburse to the Owners any additional premiums required by the Owners' insurers. The Owners shall leave the area or areas as soon as possible after completion of discharge.
- 35.6 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 other 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.
- 35.7 The costs and risks associated with the measures mentioned in items 33.1 to 33.6 are fully borne by the Owners, and no compensation or differential in freight shall be due by Charterers, unless otherwise is expressly stated in items 35.1 to 35.6.
- 35.8 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.

CLAUSE 36 - GENERAL AVERAGE

- 36.1 General average shall be adjusted, stated and settled according to Clause 58 in accordance with English law according to the York-Antwerp Rules 2004.

CLAUSE 37 - EXCLUSION OF THE NEW JASON CLAUSE

- 37.1 The New Jason Clause shall not apply to this Charter Party.

CLAUSE 38 - LIEN

- 38.1 The Owners shall not have any lien right on the cargo of whatsoever nature and shall defend, indemnify and hold the Charterers harmless from any lien on cargo, freight or sub-freights exercised 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 39 - ASSIGNMENT AND NOVATION

- 39.1 The Owners shall not transfer, novate or assign this Charter Party or any obligations or rights arising 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 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.

CLAUSE 40 - TAXES, DUES AND CHARGES

- 40.1 Any taxes, dues and other charges levied against the cargo, shall be the responsibility of and paid for by the Charterers.
- 40.2 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.
- 40.3 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.
- 40.4 Any tax paid on infrastructure utilization is for the Owners' account and AFRMM is for the Charterers' account.
- 40.4.1 Port Utilization Taxes at the Loading Port shall be for Charterer's account.
- 40.5 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

- 41.1 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 and Safety Management Certificate of the Vessel (as defined by the ISM Code) to be affreighted. 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 - LOCAL AND INTERNATIONAL LAWS AND REGULATIONS

- 42.1 The Owners confirm they will cooperate with DPC's Programme of enforcing IMO/SOLAS Requirements (especially Rules 6 and 11 Chapter 1 Part B of the SOLAS Convention).
- 42.2 Owners agree to furnish upon request the following documents for DPC's appraisal:
 - (i) detailed survey report from last dry-docking;
 - (ii) status report with recommendations or pending items with Classification Society;
 - (iii) all certificates required by International Conventions as well as Class Certificates and Vessel's registration in flag state;
 - (iv) documents proving:

- (a) The Owners' full style;
- (b) Leading Hull underwriters; and
- (c) The Owners' P & I Club;
- (v) following plans all approved by Classification Society:
 - (a) General Arrangement;
 - (b) Shell Expansion;
 - (c) Midships Section;
 - (d) Transverse Bulkheads;
 - (e) Longitudinal Bulkheads (if any); and
 - (f) Structural Profile.

- 42.3 DPC requires the Owners to have the Vessel inspected prior to loading at a Brazilian port by a qualified surveyor from a recognized 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 two (2) days before the Vessel's arrival at the Loading Port. Notwithstanding the foregoing, Owners recognize that the rules applied by DPC may change from time to time and that it is Owners obligation to keep up to date with these rules and follow all of them. The Vessel shall comply with all Brazilian and international laws and regulations applicable to this Charter Party.
- 42.4 The Vessel shall also comply with all international laws and regulations, local laws and regulations at any port of call under this Charter Party.
- 42.5 Any losses, liabilities, directly related costs and consequences incurred by the Charterers arising from Owner's failure to comply with the requirements of this Clause or submit a report satisfactory to DPC or other authorities shall be for the Owners' account.

CLAUSE 43 - FORCE MAJEURE

- 43.1 Subject always to the obligation of the Owners to ensure that the Vessel is seaworthy before the commencement of the voyage, 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 a Force Majeure Event, upon giving prompt notice of such Force Majeure Event to the other party, the Parties shall be relieved without any obligations on its part from the performance of its obligations under this Charter Party, but only to the extent and only for the period that its performance of the said obligations is prevented by the Force Majeure Event and time lost by reason of all or any of the said causes shall not count as laytime, even if the Vessel is on demurrage.
- 43.2 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 safe 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 loss shall be borne by the Charterers at the demurrage rate specified in this Charter Party.
- 43.3 In circumstances in which the Charterers have exercised option (i) above and the Force Majeure event continues for a further thirty (30) days following Charterers' exercise of the option, the Charterers may, on giving three (3) 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.

- 43.3.1 If Vessel was to discharge the cargo, Charterers shall nominate a port for discharge not affected by the Force Majeure Event. In case Charterers fail to do so, Owners shall choose a reasonably convenient port for discharging the cargo. If the port for discharge is more than a hundred (100) miles away from the waiting Area, Owners shall be entitled 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.
- 43.4 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.
- 43.5 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 In addition to other events giving rise to termination as set forth in this Charter Party, either Party may terminate this Charter Party 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; or
 - (f) becomes insolvent.
 - (ii) If any representation or warranty made by or on behalf of either party pursuant to this Charter Party or in any document, instrument or certificate executed by one party in favour of the other pursuant to this Charter Party shall be untrue or misleading in any material adverse respect as of the date such representation or warranty was made or is deemed to have been made.
 - (iii) 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 In any case, if a termination event occurs when the Vessel is already loaded with the cargo, the Owner shall fully comply with its obligations and deliver the cargo at the Discharging Port according to this Charter Party.
- 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 CLAUSE

- 45.1 The Hague-Visby Rules as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.
- 45.2 When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract.
- 45.3 The SDR Protocol 1979 shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

CLAUSE 46 - POLLUTION

- 46.1 During the term of this Charter Party, the Owners warrant that they will comply with all provisions of all environmental and pollution acts and regulations in force and applicable to this charter. 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 and regulations, such delays or extensions will not count as used laytime.
- 46.2 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 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 Owners' account and laytime will not count until the Vessel is in a position to comply with the aforementioned regulations.
- 46.3 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 CODE AND MTSA

- 47.1 The Owners shall comply with the requirements of the 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 also comply with the requirements of the MTSA relating to the Vessel and the Owner.

- 47.2 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 (all capitalized terms in this item as defined by the ISPS Code).
- 47.2.1 Loss, damages, expense or delay (excluding consequential loss) caused by failure on the part of the Owners or "the Company" (as defined in the ISPS Code) to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account.
- 47.3 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.
- 47.3.1 Loss, damages or expense (excluding consequential loss) 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.
- 47.4 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 Owners' managers.
- 47.5 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 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 Owners' managers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.
- 47.5.1 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

- 48.1 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 during the term of this Charter Party and for a period of five (5) years after its termination date. Confidentiality shall be considered as a material obligation under this Charter Party.
- 48.2 The obligations set forth hereof shall not apply to any information disclosed hereunder which a Party can prove:
- (i) 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;

- (ii) was already known to a Party and was not disclosed directly or indirectly by the other Party;
- (iii) is required by a court, arbitral tribunal or administrative authority order not subject to appeal (and in such case only after giving two (2) business days prior written notice to the other Party); or,
- (iv) that prior written approval has been obtained from the other Party, which cannot be unreasonably withheld.

48.3 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, provided that Owners secure that such shippers and cargo receivers are bound by these confidentiality obligations.

CLAUSE 49 - LIMITATION OF LIABILITY

- 49.1 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).
- 49.2 Notwithstanding the provision above, the Parties shall not be liable whether under Charter Party, in tort (including negligence), strict liability or otherwise, for:
- (i) loss of anticipated profits or revenues (whether directly or indirectly caused); or
 - (ii) consequential and/or indirect losses or damages, of any nature whatsoever arising at any time from any cause whatsoever.
- 49.3 This Clause shall not apply to damages caused by the Vessel or Master to structure, equipment or personnel at the Loading Port or Discharging Port.

CLAUSE 50 - BOTH TO BLAME COLLISION

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

CLAUSE 51 - ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS

51.1 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;
 - (b) 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
 - (c) 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

- 52.1 The Owners must present to the Charterers any claim for demurrage in writing or e-mail within thirty (30) 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

- 53.1 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 incurred by the Charterers as a direct or indirect result of the arrest. Any time lost not to count as laytime, even if the Vessel is already on demurrage.

CLAUSE 54 - CODE OF CONDUCT AND POLICY OF PREVENTION AGAINST FRAUD AND CORRUPTION

- 54.1 The Owner(s) and the Broker(s) further agrees that, in the performance of any action or business which involves Charterer's interests, it will comply, to the extent applicable, with the conditions and rules provided in Samarco's (i) Code of Conduct and Policies of (ii) Fraud and Corruption Prevention, and (iii) Gift and Hospitality. Upon accepting this agreement, CONTRACTOR confirms that it is aware of the aforementioned code and policies, which are contained at the Company site at [www.samarco.com <http://www.samarco.com>](http://www.samarco.com). Any violation of the provisions of this Clause by the Owner(s) or the Broker(s) shall entitle Charterer, at its sole discretion, to terminate this agreement immediately upon written notice, without obligating Charterer to pay any sort of indemnity or damages to Owner(s) or Broker(s). The Owner(s) and the Broker(s) shall further indemnify and hold Charterer harmless against any damages or losses incurred by Charterer as a result of The Owner(s)' and the Broker(s)' violation of the terms of this Clause.

CLAUSE 55 - GENERAL

- 55.1 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, this 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.
- 55.2 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.
- 55.3 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 56 - ENTIRE CONTRACT

- 56.1 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.
- 56.2 No BIMCO Standard Clause apply to this Charter Party, unless a provision of this Charter Party expressly states the application of a specific BIMCO Standard Clause.

CLAUSE 57 - GOVERNING LAW

- 57.1 This Charter Party and any non-contractual obligations arising out of or in connection with it shall in all respects be governed by and construed exclusively in accordance with English law, without regard of its conflict of law rules.

CLAUSE 58 - DISPUTE RESOLUTION

- 58.1 Any disputes arising out of or in connection with this Charter Party (whether of a contractual or non-contractual nature) shall be settled amicably.
- 58.2 In case no such settlement can be reached, the matter in dispute shall be referred to arbitration with seat in London in accordance with English Law.
- 58.3 The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators. The award of arbitral tribunal shall be binding on both parties. The arbitration shall be conducted in English.
- 58.4 Any award of the arbitrators shall be final and binding upon the Parties, and may be entered in any court having jurisdiction.