

Vertom Shipping & Trading B.V. / EuroChem Group AG
ARAG – Baltic / German North Sea / ARAG / France / North Spain / Med. Sea /
Atlantic / UK / Ireland
Part III: Rider clauses 20-46
CP dated 01/10/2024

20. Notices/Delay

(a) The Charterers giving Owners a pre-notice of

- 7 running days regarding shipments with destination to North Continent, Baltic Sea, French Bay,
- 10 running days regarding shipments with destination to Portugal, Mediterranean Sea, for each cargo to be shipped, along with the intended loading port(s), loading dates (Laytime) and cargo split.

The Owners to nominate latest within 2 working days the performing vessel together with a confirmation of the cargo split respectively making alternative proposals.

The Charterers to confirm STEM and Receivers' approval within 1 working day latest.

(b) The Owners and/or their Agents and/or the Vessel to give Notice to Charterers and/or appointed Loading site of Vessel's Date of Readiness as follows:

- 3 working days definite notice if cargo is supplied ex ARAG
- 5 working days definite notice with min./max. Quantity required (only for cargoes which Charterers must bring forward).

With the definite Notice Owners/Agents/Vessel to state loading sequence and stowage plan to Charterers and/or appointed Loading Site. If cargo is being loaded at 2 different berths (ex barges and ex silos) enabling the Charterers/Shippers to arrange best possible loading program.

(c) In case of any change of the Vessel's Date of Readiness, the Owners to give immediate advice in writing to Charterers. The Owners to be held responsible for any damages, expenses, costs arising out of their failure to give proper notices to Charterers.

Charterers intend to amicably arrange for a postponed loading which must be confirmed from his side. By confirmation of such postponement in case of existing cost risks the Charterer may reserve the right to claim compensation for costs incurred due to the postponed arrival. This compensation is limited to the amount and manner stated in Box 20.

In case the vessel fails to arrive within 24 running hours after the date/time which has been specified in the first Notice of Vessel's Date of Readiness counting from 06.00 hours the day definite Notice has been given for, except for those cases where a change of the Vessel's Date of Readiness has been confirmed by Charterers in which the confirmed Date of Readiness shall count, Owners to be held responsible for any possible damages, expenses and costs arising out of this delay up to the amount and manner stated in Box 20.

- (d) The Vessel shall tender Notice of Readiness (NOR) upon arrival at load/disch berth and in all respect ready to load/discharge the cargo. If the load/disch berth is occupied, the Vessel may tender NOR once she has arrived within the port limits or she is at the port's customary waiting place as directed by the local authorities.

At loading port(s) NOR shall be given SSHINC 08/17 hrs. The NOR to be given in writing which shall include telefax or e-mail to:

1. Agency in Antwerp:
UAB EUROCHEM LOGISTICS INTERNATIONAL (Antwerp Branch)
Arnaud Essers
Senior Operator / Mobile phone: +32 (0) 4 71476454.
E-mail agency.antwerp@eurochem.be
arnaud.essers@eurochem.be
2. EuroChem Group AG
3. EuroChem Agro GmbH (respective person in charge).

At loading port(s) if NOR tendered before 1200 hours, then laytime to start counting from 1400 hours on the same day, if NOR tendered after 1200 hours, then lay time to start counting from 0800 hours next day.

At discharge port(s) NOR shall be given SSHEX 08/17 hrs.

At discharge port(s) if NOR tendered before 1200 hours on a working day, then laytime to start counting from 1400 hours on the same day, if NOR tendered after 1200 hours on the working day, then lay time to start counting from 0800 hours next working day.

If loading / discharging commences earlier, then actual time used to count as laytime.

The NOR not to be tendered before the laydays.

- (e) On sailing from loading port vessel to send a sailing notice (by fax/telex/e-mail) to the Agents at discharging port stating vessel's name, sailing date, exact quantity loaded and vessel's ETA at discharging port. The Master or the Owners to give at least 24 hours notice of vessel's ETA at discharging port to the discharging port Agents. In failure of this additional 24 hours to be added to the discharging time.

21. Hold Cleanliness

Upon tendering notice of load readiness vessel's hold(s) to be clean and dry, free from loose rust or paint scales and any traces of previous cargoes, also free from smell before commencement of loading to the entire satisfaction of the Shippers. Vessels that carried fish meal as one of the last 3 (three) cargoes are not accepted, unless otherwise agreed. Prior to commencement of loading Charterers'/Shippers' right to have hold(s) inspected by a sworn and/or other Surveyor at their account. Should the Surveyor find the vessel's hold(s) to be still contaminated following the 1st inspection, the Owners will be responsible for all subsequent surveyor charges. The findings of the Surveyor shall be binding on both sides.

The hatch covers must be in a sea tight condition. In case of dispute, the Owners have the right to appoint a sworn Surveyor at their account. The notice of readiness will only be accepted after the confirmation has been given that all holds are accepted. If vessel's holds are declined after the first inspection, the Charterers/Shippers have the right to send the vessel to a waiting berth/anchorage/dolphin at Owners' expense.

This clause also refers to "port state control" findings in respect of vessel's condition. The vessel to arrive with empty or at least partly emptied ballast tanks. In order to avoid any interruption and/or delays in loading the Owners/Master to inform the Agents about the expected time/duration necessary for pumping ballast, failing which the Owners to be fully responsible for any standby costs/expenses of labours / Stevedores.

22. Loading/Discharging

The cargo to be loaded as stated under a) and discharged as stated under b) by Charterers' Stevedores free of expense to the Owners

a1) ex Antwerp (EuroChem Berth)

Load rate:

Cargo size < 3.500 t - 1DAY SSHINC wwd

Cargo size 3.500 t + - 3.500t per 24h. SSHINC wwd

* High Holidays" 1st of May, 21st of July, 25th of December and 1st of January, should be excluded eiu.

On the 1st of May and the 21st of July, loading to be suspended from 06.00hr on the holiday itself and start again at 06.00hr the day after the holiday (in total 24hrs).

For Christmas and New Year, loading operations to stop from 14.00hrs the day before the holiday until 06.00hr the day after the holiday (in total 40 hours).

a2) ex Antwerp (other loading berth than EuroChem Antwerp Berth)

Load rate:

Cargo size < 3.500 t- 1DAY SSHEX EIU FRI1700/MON0800

Cargo size 3.500 t + - 3 500t per 24h. SSHEX EIU FRI1700/MON0800

a3) ex Gent

Load rate:

Cargo size < 3.500 t - 1DAY SSHINC wwd

Cargo size 3.500 t + - 3.500t per 24h. SSHINC wwd

- a) Discharging see sheet discharging rates provided on **u-tender** platform.

The cargo to be loaded/trimmed into vessel's hold as customary and no cargo to be loaded into bunkers or other unusual places not easily accessible, otherwise any extra costs including loss of time to be for Owners' account.

The Owners/Master to be responsible for proper and safe trimming and separation. If agreed to load different grades in one hold, separation material to be for Charterers' account. Any extra trimming except levelling of tops to be for Owners' account and time.

The vessel to be suitable for grab discharge, otherwise all extra expenses including eventual loss of time to be for Owners' account. The loading, stowing and/or trimming to be performed by Charterers' Stevedores ("trimming" means "spout" – trimmed or "levelling of tops").

Any cargo battens to be removed prior commencement of loading.

Time for loading and discharging to be non-reversible.

23. Weekend

At loading port Antwerp (EuroChem Antwerpen berth only, unless otherwise agreed)
SSHINC terms to apply

If loading berth is another than EuroChem Antwerpen (e.g. either Euroports) or Euro-Chem Antwerpen in combination with a second berth (e.g. Euroports) time between Friday 17.00 hours or 13.00 hours on a day preceding a legal or local holiday and 07.00 hours on the following regular working day not to count as laytime, eiu.

At discharging ports SSHEX terms to apply (see also specifications on Occcon platform).

24. Insurance

No extra insurance.

25. Overtime

The vessel to work at night and on Sundays and holidays, if required by the Shippers / Receivers, each party paying their own expenses, but any overtime of vessel's crew and officers to be always for Owners' account. Opening/closing of hatches to be done by vessel's crew at Owners' time and account.

The vessel to supply the necessary light in good working order, during day and night, if required, for all hatches tendered by the cargo.

26. Bagged Cargo

N/A.

27. Taxes and Dues

The Owners to pay all port charges at loading port including moorage dues ("Aanlegrechten") at Antwerp. At discharging port(s) the Owners to pay all port charges on ship. ISPS dues to be for Owner's account.

Freight and/or cargo taxes to be for Charterers'/Receivers' account.

28. Despatch

Free despatch money.

29. Bills of Lading/Cesser Clause

Any Bill of Lading issued by the Master in accordance with Clause 10 shall bind the Owner as per Box 3 of this Charter Party, who shall be mentioned as carrier on the front of the Bill of Lading. Owners confirm that the Master has authority to issue Bills of Lading for and on behalf of Owners.

The obligation to issue Bill(s) of Lading as per Clause 10 for and on behalf of Owners as per Box 3 will not cease if a Bill of Lading is issued for and on behalf of any other person or entity not party to this Charter Party, irrespective of whether such third-party Bill of Lading is accepted or not by Charterers. In case such third party Bill of Lading is issued, the obligation of the Owner as per Clause 10 will remain in force even after termination of the voyage and delivery of the goods.

The terms and conditions of this Charter Party also apply to each Bill of Lading and supersede its terms and conditions. The terms and conditions of this Charter Party remain applicable in respect of any obligations and claims between Owners and Charterers. The issuance of any Bill of Lading does by no means affect the existence of obligations and claims under this Charter Party and or limit or impede the admissibility and enforceability of such obligations and claims.

Charterers' liability under this contract and any Bill of Lading issued thereunder in accordance with Clause 10 shall in any case cease as soon as the cargo is shipped and the advance of freight, dead freight and demurrage in loading, if any, are paid or deposit is made of the sum in dispute, unless a specified and quantified claim has been notified before to Charterer's in writing.

30. Arbitration/Applicable Law

All disputes arising out of or in connection with or concerning the validity of this Charter Party, any Bill of Lading issued in accordance with Clause 10 and any related contract of affreightment shall be settled by arbitration in Hamburg in accordance with the arbitration rule of the German Maritime Arbitration Association. German law shall apply.

31. Stevedore Damage

The Charterers not to be responsible for any negligence, default or error of judgement of the Stevedores or their servants, and any eventual damage caused thereby to be settled between the Stevedores and the Owners directly. The Charterers however to assist in finding an acceptable solution.

32. Agency

Agent in Antwerp:
UAB EUROCHEM LOGISTICS INTERNATIONAL (Antwerp Branch)
Arnaud Essers
Senior Operator / Mobile phone: +32 (0) 4 71476454.
E-mail agency.antwerp@eurochem.be
arnaud.essers@eurochem.be

Or other agents to be nominated by Charterers.

The Owners to put loading and discharging port Agents in funds for disbursements prior to vessel's arrival at the respective port, failing which the Charterers are entitled to deduct a reasonable amount from freight payment to cover the agents' requirements.

33. Vessel's Description

Performing tonnage to be steel floored, box hold, equipped with bulkheads as numerated by the owner in the EuroChem Tender Platform (u-tender.net – EuroChem Short Sea 2024 – RFQ).

In the event of vessel being boycotted or delayed by strikes, labour stoppages or any other difficulties due to vessel's flag, ownership, crew or disputes with ITF, such delays and any extra expenses incurred and/or claims arising therefrom to be for Owners' account.

The Owners guarantee that the vessel is first class according to Lloyd's Register or equivalent, fully P+I Club (member of International Group of P+I Clubs) covered and tight, staunch and strong and in every respect fitted for the voyage and will so be maintained whilst under this Charter Party.

34. Shifting

At loading and discharging ports 1-2 berth(s), shifting for Owners' account and time to count. The Charterers to have the right to warp the vessel alongside the quay without expenses to the Charterers.

35. ISM Clause

The BIMCO STANDARD ISM CLAUSE FOR VOYAGE AND TIME CHARTER PARTIES to apply, if required:

"From the date of coming into force of the International Safety Management (ISM) Code

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

Except as otherwise provided in this Charter Party, 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."

36. Waiting time

Time lost in awaiting suitable tide or caused by swell, congestion of locks, lack of sea and harbour pilots or bad weather periods preventing the vessel to enter the port, including suspension of river traffic by port authorities, waiting time for holds inspections not to count as laytime.

37. Shipping Quantities per Year and Shipping Periods

This contract shall cover shipments to ports and places as stated in PART I/box 11 of a type, quantity and sizes as stated in PART I/box 12, each cargo up to 3 grades (or more if mutually agreed) as requested by Charterers according to the number of vessel's bulkheads (see clause 33).

The shipping quantities per year are subject to the limitations, if any, made in relation to the quantities awarded in the document entitled "TENDER RULES - Short Sea Tender 2024" provided by Charterers during the tender process on the EuroChem Tender Platform (u-tender.net – EuroChem Short Sea 2024 – RFQ).

Final quantity per shipment is generally 10% moloo. Depending on the situation of product availability, it may be 5% moloo or even "min/max". In such cases where charterers cannot guarantee for a full and complete cargo dead freight can be charged.

The different grades to be separated by vessel's holds or bulkheads respectively.

The quantity of each grade/cargo split is to be given with Charterers' pre-notice and is subject to Masters' approval. Owners to confirm cargo split or to propose alternative split together with their nomination of vessel.

Contract period: 1st October 2024 – 30th September 2025.

Laydays/cancelling dates for each shipment to have a spread of 2 (two) days. Each cargo under this contract to be subject stem and subject Receivers'/Shippers' approval.

38a. AN-Clause / Dangerous Goods Clause

We do not expect any AN-shipments in the coming season.

As part of the assurances and guarantees of the Parties within the present Agreement, the Carrier complies with all actual applicable standard local and international rules and

regulations for the carriage of dangerous goods, in particular, but not limited to, ammonium nitrate classified as a high potential hazardous product.

38b. Information about the EU regulation (EU) 2019/1148 on the marketing and use of explosives precursors

Some products or chemicals have the potential to be misused in the illicit manufacture of homemade explosives. In order to prevent, that terrorists or other criminals come into possession of such compounds, the new Regulation (EU) 2019/1148 rules to limit the availability of such substances for the general public and seeks to ensure reporting of suspicious disappearances and thefts throughout the supply chain.

According to this ordinance, suspicious incidents/events must be reported to the national contact points within 24 hours after detection.

Several of the fertilizer products marketed by EuroChem also fall under this new regulation. As a carrier, you are therefore also obliged to report in a timely manner. Any suspicious observations, significant disappearances or thefts during transport must be reported to us immediately after detection.

Also make sure at the time of delivery that the goods are delivered to the correct address and company as stated in the delivery documents, and that the delivery documents (e.g., CMR, waybill) are signed with a readable name and signature and dated.

39. Weight determination

The quantity of cargo loaded on board the vessel at EuroChem Antwerp shall be determined by the respective port's gauged static weighing devices, which are regularly calibrated by the state-controlled calibration authority. The shippers' determined weight shall be binding for both parties

For cargoes ex other loading berth in Antwerp and Gent weight to be determined by means of draft survey.

40. Vetting Clause

With the nomination of the performing vessel the ship owners to confirm that the vessel has not been detained by Port State Control more than once during the preceding 36 months (reference: PSC inspection history documented in www.equasis.org). Otherwise, the Owners to apply for Charterers' approval.

41. Event Management System Clause

If required by Charterers the Owners are obliged to supply latest dates, times of vessels positions (e.g. ETA in discharging port and expected time of completion of discharging etc.) for each shipment into the systems provided by the Charterers and to be done immediately when change (in particular delays) in vessel's position is known or when delays of completion are expected due to bad weather, failure of discharging installation or other reasons.

42. ISPS/ MTSA Clause 2005

ISPS/MTSA CLAUSE FOR VOYAGE CHARTER PARTIES 2005

(a)(i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (IPSA 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 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 Office (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 expense (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 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.

(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 Owners' account. 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

43. Freight rates

Freight rates according to the tender conditions provided by the charterer during tender procedure and as quoted by the owner in the EuroChem Tender Platform (u-tender.net – EuroChem Short Sea 2024 – RFQ) and as awarded by the Charterers.

Surcharge for loading alternative ports instead of Antwerp:

- Ghent, plus € 0,50 per mts

1-2 good and safe berth(s) each on loading and discharging ports. In the case of **2nd berth**, the freight rate to be increased by **25 EUR cents per mts** to compensate costs for shifting. Time for shifting does not count as lay time.

In case of **SSHEX loading** instead of sshinc as stated in clause 23, the freight rate to be increased by **50 EUR cents per mts**.

Freight 100 pct. payable directly into Owners nominated bank account upon receipt of Owners' original freight invoice or e-mail attachment within 5 banking days (less commission) provided loading operations are completed.

Demurrage if any to be paid after discharge upon receipt of Owners invoice together with supporting documents from load- and discharge-port.

Freight to be deemed earned discount less and non-returnable as cargo loaded onboard vessel and or cargo lost or not lost.

44. Bunker Clause

In the event that the daily bunker price will overstep the roof of **777 USD** per metric ton MGO determined at Rotterdam in accordance with internet publication under https://bunkerindex.com/prices/portfree_ls0501lng_x180mdo.php?port_id=637, Charterers will pay surcharges to the freight rates. Same principles to be applied inversely when the daily bunker price fall under the bottom line of **703 USD** per metric ton MGO, Owners will grant freight rate deductions.

Surcharges/deductions will only compensate for deviations of bunker prices from the above defined MGO roofs and bottom lines. Price movements within these non-adjustment corridors will not be considered.

To facilitate calculations of the mentioned surcharges/deductions, an average vessels speed of 10 knots and the following consumption rates to be used:

- Vessels size from 2000 to 2500 dwt: consumption 3 tons per day,

- Vessels size from 2500 to 3000 dwt: consumption 4 tons per day,
- Vessels size from 3000 to 4000 dwt: consumption 5 tons per day,
- Vessels size from 4000 to 5000 dwt: consumption 7 tons per day,
- Vessels size from 5000 to 6000 dwt: consumption 9 tons per day,
- Vessels size from 6000 to 7000 dwt: consumption 10 tons per day,
- Vessels size from 7000 to 9999 dwt: consumption 11 tons per day.

The compensations will remain into force as long as the daily bunker price will be outside of the non-adjustment corridors.

The day of loading completion (= shipment date or BL date) is decisive.

45. Age Clause

Deleted!

46. Sanctions and War Risk Clause

The latest additions of the BIMCO Sanctions Clause and the BIMCO War Risk Clause for voyage chartering to be incorporated in the Charter Party.

END!

Signed and Stamped

Carrier **Place and Date**

Charterer **Place and Date**