



BIMCO

ROPAXTIME

STANDARD TIME CHARTER PART FOR ROPAX VESSELS

PART I

1. Place and date of contract	2. Shipbrokers
3. Owners/Place of business (full style address, e-mail and fax)	4. Charterers/Place of business (full style address, e-mail and fax)
5. Vessel's description (Annex "A" Vessel Specification) Name: IMO number:	6. Charter period and margin on final period (Cl. 1(a))
7. Optional extension of charter period(s) and notice (Cl. 1(a)) (i) Period(s) of extension: (ii) Advance notice for declaration of option (days):	8. Charter hire (state rate and currency) (Cl. 1(a), 2(c), 14(a))
9. Port, place or range of delivery (Cl. 1(b))	10. Earliest delivery date/time (Cl. 1(c))
11. Cancellation date/time (Cl.1(c)(d))	12. Notices of delivery (Cl. 1(e))
13. Port, place or range of redelivery (Cl. 2(a))	14. Notices of redelivery (Cl. 2(b))
15. Trading limits (Cl. 4(a),10(c))	16. Intended trade/schedule (Cl. 24)
17. Trading history (Cl. 4(b))	18. Daily rate per person for additional lashing/unlashing crew (Cl. 6(b))
19. Pilot exemption compensation rate (Cl. 11))	20. Daily rate per person for victualling, cleaning and laundry services (Cl. 21(c))
21. Owners' bank account (Cl. 14(b))	22. Grace period (Cl. 14(c))
23. Fuel quantity on delivery (Cl. 17(a))	24. Fuel quantity on redelivery (Cl. 17(a))
25. Fuel price on delivery (Cl. 17(c))	26. Fuel price on redelivery (Cl. 17(c))
27. Fuel specification and grades (Cl. 17(e)(i))	28. Hull and machinery and basic war risks insured value (Cl. 35(a)(i))

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(Continued)

29. Owners' P&I risks cover (Cl. 35(a)(ii))	30. Charterers' liability hull (CLH) insured value (Cl. 35(b))
31. Charterers' P&I risks cover (Cl. 35(b))	32. General average adjustment (state place) (Cl.42)
33. Early termination for off-hire (state period) (Cl. 45(c)) (i) Single consecutive: (ii) Combined:	34. Commission and to whom payable (Cl. 52)
35. Dispute resolution (state (a), (b), (c) or (d) of Cl. 51, as agreed; if (c) agreed also state whether Singapore or English law to apply; if (d) agreed also state place of the law governing this Contract and place of arbitration) (Cl. 51)	
36. Numbers of additional clauses	

It is mutually agreed that this Contract shall be performed subject to the conditions contained herein consisting of Part I, including additional clauses, if any agreed and stated in Box 36, and Part II as well as Annex "A" (Vessel Specification) as annexed to this Contract. In the event of a conflict of conditions, the provisions of Part I and Annex "A" (Vessel Specification) shall prevail over those of Part II to the extent of such conflict but no further. Additional provisions shall prevail over the terms of Part I, Part II and Annex "A" to the extent of such conflict between them.

Signature (Owners)	Signature (Charterers)
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ROPAXTIME

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Preamble

It is agreed on the date shown in Box 1 between the party named in Box 3 as Owners of the Vessel, as described in Box 5, and the party named in Box 4 as Charterers as follows:

Definitions

"Owners' Crew" means the Master, officers and ratings and other personnel provided by the Owners.

"Charterers' Crew" means the officers, ratings, catering crew and other personnel provided by the Charterers.

"In writing" or "written" means any method of legible communication.

"Vessel" means the vessel as described in Box 5 and Annex "A" (Vessel Specification) attached hereto.

"Cargo Units" means cars, buses, trucks, trailers, semitrailers, MAFIs, containers, cassettes and other similar vehicles and storage units.

1. Charter Period and Delivery

(a) Charter Period - In consideration of the hire stated in Box 8 the Owners let and the Charterers hire the Vessel for the period(s) stated in Box 6. Nothing contained in this Charter Party shall be construed as a demise of the Vessel to the Charterers.

The Charterers shall have the option to extend the Charter Party by the period(s) stated in Box 7, which option shall be exercised by giving written notice to the Owners on or before the date(s) stated in Box 7.

Unless otherwise agreed, the Charterers shall have the option to increase or to reduce the final period of the Charter Party by up to the number of days stated in Box 6, which shall be applied only to the period finally used.

(b) Delivery Place - The Owners shall deliver the Vessel to the Charterers at the port or place stated in Box 9 or a port or place at the Charterers' option within the range stated in Box 9.

(c) Delivery Time - Delivery shall take place no earlier than the date/time stated in Box 10 and no later than the date/time stated in Box 11. Delivery shall be effected at any time day or night, Saturdays, Sundays and holidays included.

(d) Cancellation - Should the Vessel not be delivered by the date/time stated in Box 11, the Charterers shall have the option to cancel the Charter Party without prejudice to any claims the Charterers may otherwise have on the Owners under the Charter Party. If the Owners anticipate that, despite their exercise of due diligence, the Vessel will not be ready for delivery by the date/time stated in Box 11, they may notify the Charterers in writing, stating the anticipated new date of readiness for delivery, proposing a new cancelling date/time and requiring the Charterers to declare whether they will cancel or will take delivery of the Vessel. Should the Charterers elect not to cancel or should they fail to reply within two working days (as applying at the Charterers' place of business) of receipt of such notification, then, unless otherwise agreed, the proposed new cancelling date/time will replace the date/time stated in Box 11. This provision shall operate only once and should the Vessel not be ready for delivery at the new cancelling date/time the Charterers shall have the option of cancelling this Charter Party.

(e) Notice(s) - The Owners shall give the Charterers not less than the number of days' notice stated in Box 12 of the date on which the Vessel is expected to be delivered and shall keep the Charterers closely advised of possible changes in the Vessel's expected date of delivery. The Owners shall

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give the Charterers and/or their local agents notice of delivery when the Vessel is ready to be delivered.

(f) Charterers' Acceptance - Acceptance of delivery of the Vessel by the Charterers shall not prejudice their rights against the Owners under this Charter Party.

2. Redelivery

(a) Redelivery Place - The Charterers shall redeliver the Vessel to the Owners at the port or place stated in Box 13 or a port or place at the Charterers' option within the range stated in Box 13, in the same good order and condition as when the Vessel was delivered, fair wear and tear excepted.

(b) Notice - The Charterers shall give the Owners not less than the number of days' notice stated in Box 14 indicating the port or place of redelivery and the expected date on which the Vessel is to be ready for redelivery.

(c) Last Voyage - The Charterers warrant that they will not order the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the period agreed and declared as per Clause 1(a). If, nevertheless, such an order is given, the Owners shall have the option: (i) to refuse the order and require a substitute order allowing timely redelivery; or (ii) to perform the order without prejudice to their right to claim damages for breach of charter in case of late redelivery. In any event, for the number of days by which the period agreed and declared as per Clause 1(a) is exceeded, the Charterers shall pay the market rate if this is higher than the rate stated in Box 8.

(d) Acceptance of Redelivery - Acceptance of redelivery of the Vessel by the Owners shall not prejudice their rights against the Charterers under this Charter Party.

3. On/Off-hire Surveys

Prior to delivery and redelivery the parties shall, unless otherwise agreed, each appoint surveyors, for their respective accounts, who shall not later than at first loading port/last port of call respectively, conduct joint on-hire/off-hire surveys, for the purpose of ascertaining the quantity of bunkers on board, inventories, and the condition of the Vessel. A single report shall be prepared on each occasion and signed by each surveyor, without prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree.

If either party fails to have a representative attend the survey and sign the joint survey report, such party shall nevertheless be bound for all purposes by the findings in any report prepared by the other party.

The on-hire survey shall be on Owners' time and off-hire survey on Charterers' time.

4. Trading Limits and Subletting

(a) Trading Limits - The Vessel shall be employed in lawful trades within International Navigating Limits (INL) and within the trading limits as stated in Box 15 between safe ports or safe places where it can safely enter, lie always afloat, and depart.

(b) Trading history - The Owners warrant that at the time of delivery the Vessel will not have traded to any of the countries listed in Box 17.

(c) Ice - The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are about to be withdrawn by reason of ice, nor where on account of ice there is risk that, in the ordinary course of events, the Vessel will not be able safely to enter and remain in the port or area or to depart after completion of loading and/or discharging.

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The Vessel shall not be obliged to force ice but, subject to the Owners' prior approval, may follow ice-breakers when reasonably required, with due regard to its size, construction and class. If, on account of ice, the Master considers it dangerous to remain at the port or place of loading or discharging for fear of the Vessel being frozen in and/or damaged the Master shall be at liberty to sail to any convenient place and there await the Charterers' new instructions.

(d) Subletting - The Charterers shall have the liberty to sublet the Vessel for all or any part of the time covered by this Charter Party, but the Charterers remain responsible for the fulfillment of this Charter Party.

5. Vessel's Condition

The Vessel on delivery shall be seaworthy and in every way fit to be employed for the intended service and the Owners shall exercise due diligence to maintain the Vessel seaworthy and in class and fit throughout the period of the Charter Party. The Vessel shall be equipped at delivery with lashing material in accordance with the minimum requirements of the Vessel's cargo securing manual.

6. Cargo Operations and Stevedoring

The Charterers shall keep and care for the cargo at loading and discharging ports and be responsible for the stevedoring operations as per Sub-clause (a).

(a) Loading, stowage, lashing, unlashings and discharging shall be the responsibility of the Charterers and shall be performed by the Charterers at their risk, responsibility and cost (whether or not handled by stevedores) to the satisfaction and under the supervision of the Master in respect of safe stowage, trim, stability and seaworthiness of the Vessel only. The securing of cargo inside Cargo Units shall be at the Charterers' risk, responsibility and cost.

The Charterers shall be liable for any damage whatsoever to the Vessel, passengers, crew, cargo or items belonging to the Vessel resulting from such cargo operations and/or howsoever caused by the cargo. Such damage affecting seaworthiness shall be repaired by the Charterers without any delay before the Vessel sails from the port where such damage was caused or discovered. Damage affecting the Vessel's trading capabilities shall be repaired prior to redelivery. All other damage which is not repaired prior to redelivery shall be repaired by the Owners and settled by the Charterers on receipt of Owners' supporting invoice.

The Master or the Owners shall notify the Charterers or their agents and the stevedores of any damage as soon as reasonably possible, failing which the Charterers shall not be responsible.

(b) The Charterers shall have the option to request the Owners to perform lashing/unlashing using Owners' Crew at Charterers' cost if permitted by port/local authorities and/or applicable industrial regulations, and Owners' consent should not be unreasonably withheld.

Should Owners' Crew not be sufficient for such operations, the Charterers shall also have the option to request the Owners to place on board additional personnel to perform lashing/unlashing. The cost for such additional Owners' Crew shall be paid by the Charterers at the daily rate per person stated in Box 18 which shall be inclusive of salary, leave pay, travel, medical fees, victualling and also lashing bonus.

The Owners' Crew shall perform lashing/unlashing as servants of the Charterers and at the Charterers' sole risk and responsibility.

(c) The Charterers shall replace lashing material damaged or lost during the charter period prior to redelivery, however, the quantity of lashing material shall at all times be kept in accordance with the minimum requirements of the Vessel's cargo securing manual. All replacement lashing material shall comply with the Vessel's cargo securing manual.

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7. Cargo - Restrictions and Exclusions

The Vessel shall be employed in carrying lawful merchandise, excluding any goods of a dangerous, injurious, flammable or corrosive nature, unless permitted by the Vessel's document of compliance for the carriage of dangerous goods and carried in accordance with the requirements or recommendations of the competent authorities of the country of the Vessel's registry; of ports of loading and discharge; and of any intermediate countries or ports through whose waters the Vessel must pass. Such cargo shall always be stowed and carried in accordance with the IMDG Code. Without prejudice to the generality of the foregoing the following are specifically excluded: arms, ammunition, explosives, nuclear and radioactive material. Failure to observe the foregoing shall entitle the Master to refuse such cargo or, if already loaded, to discharge it in the Charterers' time and at their risk and expense. Any unlawful or illegal merchandise or goods pertaining to the cargo found inside Cargo Units are solely the Charterers' responsibility and all resulting consequences are to be borne by the Charterers.

8. Livestock

Live animals may be carried provided they are carried in appropriate vehicles, properly handled by the Charterers and loaded only on weather deck and always subject to the Master's approval, which shall not be unreasonably withheld. Such carriage shall be at the sole risk and responsibility of the Charterers and the Owners shall be under no liability whatsoever for any injury, illness, death, delay or destruction in respect of such live animals, howsoever arising. Should the Master consider that any live animal is likely to be injurious to any other live animal or any person or property on board, or to cause the Vessel to be delayed or impeded in the prosecution of its voyage, such live animal may be destroyed and thrown overboard without any liability attaching to the Owners. The Charterers shall indemnify the Owners for all consequences arising from the carriage of live animals, including but not limited to fumigation of the Vessel, detention, quarantine, delays in obtaining free pratique at ports before and after discharge of the livestock. Cleaning of the Vessel's decks shall, when required, be performed by the Charterers in their time and at their cost and to the Master's satisfaction.

9. Reefer Plug-In Points and Reefer Units

The Charterers have the right to use the Vessel's existing reefer plugs as per the Vessel's description. Any means of connection necessary to connect reefer units to the Vessel's reefer plugs shall be for the Charterers' account. The Owners shall not be liable for the condition, maintenance or malfunctioning of the reefer units loaded on board the Vessel and any resulting damage to cargo. The Owners' Crew shall, as servants to Charterers, carry out checks to ensure that connections between reefer units and plugs are working and that the reefer units are functioning properly during the voyage. Furthermore, the Owners' Crew shall procure that the Vessel's reefer points or plugs and the Vessel's power supply are maintained in a good condition and repair them when necessary and possible. Reefer units shall not be operated with diesel aggregates when on board, except when there is a failure in the electricity supply to the reefer unit.

10. Owners to Provide

The Owners shall provide and pay for the insurances of the Vessel as per Clause 35 (Insurance), and, unless otherwise agreed, provide and pay for the costs of the following:

(a) Owners' Crew's wages;

(b) all provisions for Owners' Crew except for victualling, deck and engine-room stores, including boiler water, scrubber water, chemicals and lubricants;

(c) any documentation relating to the Vessel as required by the Vessel's flag state and classification society to permit the Vessel to trade within the limits provided in Box 15. Such documentation shall be maintained throughout the currency of the Charter Party; and

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(d) a ship sanitation certificate at the commencement of the Charter Party and any renewal thereof throughout the Charter Party, except if certification is required as a result of the cargo carried or ports visited under this Charter Party in which case all expenses in connection therewith shall be for the account of the Charterers.

On concluding this Charter Party or as soon as practical thereafter the Owners shall provide the Charterers with copies of any operational plans or documents that the Charterers may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redelivery.

The Owners shall maintain full deck and engine room logs during the currency of this Charter Party and the Charterers shall have full access to all the Vessel's logs, rough and official, covering this period. The Owners undertake to produce all such documentation promptly upon written request of the Charterers and to allow them to make copies of relevant entries.

The Owners shall remain at all times responsible for the navigation of the Vessel and for the due performance of related services, including but not limited to pilotage and towage even if paid for by the Charterers.

11. Master

The Master shall be conversant with the English language and, although appointed by the Owners, shall at all times during the currency of this Charter Party be under the orders and directions of the Charterers as regards employment and agency. The Master shall prosecute all voyages with due despatch and supervise loading and discharging operations to ensure that the seaworthiness of the Vessel is not affected.

The Master shall use reasonable endeavours to obtain pilot exemption if permitted by local regulations. The Charterers shall compensate the Owners at the rate stated in Box 19 per port call (in/out) for the pilotage at those ports for which the Master has a valid Pilot Exemption Certificate and which would have otherwise resulted in the ordering of a compulsory pilot. The Master shall always have the discretion to take a pilot when considered necessary for safe navigation.

12. Conduct

(a) If the Master has reason to be dissatisfied with the conduct of any members of the Charterers' Crew or passengers, the Master shall have the right to refuse to carry any such person(s). On receiving particulars of the complaint the Charterers shall promptly investigate the matter and if the complaint proves to be well founded, the Charterers shall as soon as reasonably possible take appropriate disciplinary action against such person(s) or, in the case of sub-contractors, require their employers to take such action.

(b) If the Charterers have reason to be dissatisfied with the conduct of any members of the Owners' Crew, the Owners on receiving particulars of the complaint shall promptly investigate the matter and if the complaint proves to be well founded, the Owners shall as soon as reasonably possible make appropriate changes in the appointment.

13. Charterers to Provide

The Charterers shall furnish the Master with full and timely instructions and unless otherwise agreed, they shall provide and pay for the costs of the following throughout the currency of this Charter Party:

(a) all port charges (including compulsory charges for shore watchmen, garbage and scrubber waste removal), sludge removal, light and canal dues, pilotage, towage, consular charges, and all other charges and expenses relating to the cargo and/or passengers and/or to the Vessel as a result of its employment hereunder, other than charges or expenses provided for in Clause 10 (Owners to Provide);

(b) bunkers except for quantities consumed while the Vessel is off-hire;

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(c) fresh water;

(d) all agency fees for normal ship's husbandry at all ports or places of call; and

(e) reasonable funds which, upon request by the Owners, are to be made available by Charterers' local agents to the Master for disbursements. The Charterers may deduct such advance funds from hire payments.

14. Hire

(a) Rate – The Charterers shall pay hire per day or pro rata for any part of a day from the time the Vessel is delivered to the Charterers until the time it is redelivered to the Owners in the currency and at the rate stated in Box 8. In the event that additional hire is payable in accordance with Clause 15(c) such hire shall be based on the rate applicable at the time of redelivery. All calculation of hire shall be made by reference to UTC (Universal Time Coordinated).

(b) Payment – Subject to Sub-clause (d), payment of hire shall be made in advance in full, without discount every 15 days to the Owners' bank account designated in Box 21 or to such other account as the Owners may from time to time designate in writing, in funds available to the Owners on the due date. The first payment of hire shall be due on delivery.

(c) Default – In default of punctual payment of hire the Owners shall have the right to withdraw the Vessel without prejudice to any other claim the Owners may have against the Charterers under this Charter Party.

Where there is a failure to make punctual payment of hire due, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 22 (as recognized at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as punctual. Failure by the Charterers to pay hire within the number of days stated in Box 22 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel without further notice and without prejudice to any other claim they may have against the Charterers. The Owners' rights under this Sub-clause shall apply on each occasion hire is late whether or not the Sub-clause has been applied for any previous late payments.

Further, as long as hire remains unpaid, the Owners shall, without prejudice to their right to withdraw, be entitled to suspend the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof and Charterers hereby agree to indemnify the Owners. Notwithstanding the provisions of Clause 15(a)(ii), hire shall continue to accrue and any extra expenses resulting from such suspension shall be for the Charterers' account.

(d) Deductions – On presentation of supporting vouchers the Charterers shall be entitled to deduct from the next hire due any expenditure incurred on behalf of the Owners which is for the Owners' account under this Charter Party. If such expenditure is incurred in a currency other than that in which hire is payable, conversion into such currency for the purpose of deduction shall be effected at the rate of exchange prevailing on the date the expenditure was incurred.

(e) Redelivery Adjustment – Should the Vessel be on its voyage towards the port or place of redelivery at the time payment of hire becomes due, said payment shall be made for the estimated time necessary to complete the voyage, less the estimated value of the bunkers remaining on board at redelivery. When the Vessel is redelivered to the Owners any difference in hire and bunkers shall be refunded to or paid by the Charterers as appropriate, but not later than 30 days after redelivery of the Vessel.

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15. Off-Hire

After delivery in accordance with Clause 1 (Charter Period and Delivery) hereof the Vessel shall remain on hire until redelivered in accordance with Clause 2 (Redelivery), except for the following periods:

(a) Inability to perform services – If the Vessel is unable to comply with the instructions of the Charterers on account of:

(i) any damage, defect, breakdown, deficiency of, or accident to the Vessel's hull, machinery, equipment (including but not limited to ramps, elevators and moveable decks) or repairs or maintenance thereto, including drydocking, except when the Charterers are liable for time lost in accordance with this Charter Party;

(ii) any deficiency of the Owners' Crew, including the failure or refusal or inability of the Owners' Crew to perform services when required;

(iii) arrest of the Vessel at the suit of a claimant except where the arrest is caused by, or arises from any act or omission of the Charterers, their servants, agents or sub-contractors;

(iv) Owners' default with respect to the terms of employment of the Owners' Crew;

then the Vessel will be off-hire for the time thereby lost.

(b) Deviation – In the event of the Vessel deviating or putting back or putting into any port or place other than that to which it is bound under the instructions of the Charterers for reasons other than to save life or property of the Vessel shall be off-hire from the commencement of such deviation until the time when the Vessel is again ready to resume its service from a position not less favourable to the Charterers than that at which the deviation commenced, provided always that due allowance shall be given for any distance made good towards the Vessel's destination and any bunkers saved. However, should the Vessel alter course to avoid bad weather or be driven into port or anchorage by stress of weather, the Vessel shall remain on hire and all costs thereby incurred shall be for the Charterers' account.

(c) Addition to Charter Period – Any time during which the Vessel is off-hire under this Charter Party may be added, at the option of the Charterers, to the charter period as determined in accordance with Clause 1(a). Such option shall be declared in writing not less than one month before the expected date of redelivery, or latest one week after the event if such event occurs less than one month before the expected date of redelivery.

16. Maintenance and Drydocking

(a) The Owners shall have the right to take the Vessel out of service at any time for emergency repairs, and, by prior arrangement with the Charterers, for routine maintenance and surveys, including drydocking. The Owners shall give the Charterers three months' pre-advise of the intended survey/docking periods and one months' notice of the intended docking/underwater survey period.

(b) The Charterers shall, while the Vessel remains on hire, allow Owners up to 24 hours per calendar month for scheduled or planned maintenance, excluding drydocking periods, counted from the date, or the anniversary dates of the delivery date of the Vessel under this Charter Party, as may be applicable. The Owners shall endeavour to not interfere with Charterers' operating schedule.

17. Bunkers

(a) Grades and Quantities of Bunkers on Delivery/Redelivery

The Vessel shall be delivered with about the quantities of fuels as stated in Box 23 and, unless indicated to the contrary in Box 24, the Vessel shall be redelivered with the same grades and about

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the same quantities of fuels as on delivery; however, the grades and quantities of fuels on redelivery shall always be appropriate and sufficient to allow the Vessel to reach safely the nearest port at which fuels of the required grades are available.

(b) Bunkering Prior to Delivery/Redelivery

Provided that it can be accomplished at ports of call, without hindrance to the working or operation of or delay to the Vessel, and subject to prior consent, which shall not be unreasonably withheld, the Owners shall allow the Charterers to bunker for their account prior to delivery and the Charterers shall allow the Owners to bunker for their account prior to redelivery. If consent is given, the party ordering the bunkering shall indemnify the other party for any delays, losses, costs and expenses arising therefrom.

(c) Purchase Price

The Charterers shall purchase the fuels on board at delivery at the price stated in Box 25 and the Owners shall purchase the fuels on board at redelivery at the price stated in Box 26. The value of the fuel on delivery shall be paid together with the first instalment of hire. The value of the fuel on redelivery shall be adjusted in accordance with Sub-clause 14(e).

(d) Bunkering Operations and Sampling

(i) The Chief Engineer shall co-operate with the Charterers' bunkering agents and fuel suppliers during bunkering. Such cooperation shall include connecting/disconnecting hoses to the Vessel's bunker manifold, attending sampling, reading gauges or meters or taking soundings, before, during and/or after delivery of fuels.

(ii) During bunkering a primary sample of each grade of fuels shall be drawn in accordance with IMO Resolution MEPC.182(59) Guidelines for the Sampling of Fuel Oil for Determination of Compliance with MARPOL 73/78 Annex VI or any subsequent amendments thereof. Each primary sample shall be thoroughly mixed and carefully divided into a minimum of five (5) identical samples and one sample of each grade of fuel shall be retained on board for MARPOL purposes and the remaining samples of each grade distributed between the Owners, the Charterers and the bunker suppliers.

(iii) The Charterers warrant that any bunker suppliers used by them to bunker the Vessel shall comply with the provisions of Sub-clause (d)(ii) above.

(iv) Bunkers of different grades, specifications and/or suppliers shall be segregated into separate tanks within the Vessel's natural segregation. The Owners shall not be held liable for any restriction in bunker capacity as a result of segregating bunkers as aforementioned.

(e) Bunker Quality and Liability

(i) The Charterers shall supply fuels of the specifications and grades as stated in Box 27. The bunkers shall be of a stable and homogeneous nature and suitable for burning in the Vessel's engines and/or auxiliaries and, unless otherwise agreed in writing, shall comply with ISO standard 8217:2012 or any subsequent amendments thereof.

(ii) The Charterers shall be liable for any loss or damage to the Owners or the Vessel caused by the supply of unsuitable fuels and/or fuels which do not comply with the specifications and/or grades set out in Sub-clause (e)(i) above, including the off-loading of unsuitable fuels and the supply of fresh fuels to the vessel. The Owners shall not be held liable for any reduction in the Vessel's speed performance and/or increased bunker consumption nor for any time lost and any other consequences arising as a result of such supply.

(f) Fuel Testing Programme

Should the Owners participate in a recognised fuel testing programme, one of the samples retained by the Owners shall be forwarded for such testing. The cost of same shall be borne by the Owners

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and if the results of the testing show the fuel not to be in compliance with the latest edition of ISO 8217, or such other specification as may be agreed, the Owners shall notify the Charterers and provide a copy of the report as soon as reasonably possible.

In the event the Charterers call into question the results of the testing, a fuel sample drawn in accordance with IMO Resolution MEPC 182(59) Guidelines for the Sampling of Fuel Oil for Determination of Compliance with Annex VI of MARPOL 73/78, or any subsequent amendments thereof, shall be sent to a mutually agreed, qualified and independent laboratory whose analysis as regards the characteristics of the fuel shall be final and binding on the parties concerning the characteristics tested for. If the fuel sample is found not to be in compliance with the specification as agreed in the paragraph above, the Charterers shall meet the cost of this analysis, otherwise the same shall be for the Owners' account.

(g) Bunker Fuel Sulphur Content Clause for Time Charter Parties 2005

(i) Without prejudice to anything else contained in this Charter Party, the Charterers shall supply fuels of such specifications and grades to permit the Vessel, at all times, to comply with the maximum sulphur content requirements of any emission control area when the Vessel is ordered to trade within that area.

The Charterers also warrant that any bunker suppliers, bunker craft operators and bunker surveyors used by the Charterers to supply such bunkers shall comply with Regulations 14 and 18 of MARPOL Annex VI, including the Guidelines in respect of sampling and the provision of bunker delivery notes.

The Charterers shall indemnify, defend and hold harmless the Owners in respect of any loss, liability, delay, fines, costs or expenses arising or resulting from the Charterers' failure to comply with this Sub-clause (a).

(ii) Provided always that the Charterers have fulfilled their obligations in respect of the supply of fuels in accordance with Sub-clause (a), the Owners warrant that:

1. the Vessel shall comply with Regulations 14 and 18 of MARPOL Annex VI and with the requirements of any emission control area; and

2. the Vessel shall be able to consume fuels of the required sulphur content

when ordered by the Charterers to trade within any such area.

Subject to having supplied the Vessel with fuels in accordance with Sub-clause (a), the Charterers shall not otherwise be liable for any loss, delay, fines, costs or expenses arising or resulting from the Vessel's failure to comply with Regulations 14 and 18 of MARPOL Annex VI.

(iii) For the purpose of this Clause, "emission control area" shall mean areas as stipulated in MARPOL Annex VI and/or areas regulated by regional and/or national authorities such as, but not limited to, the EU and the US Environmental Protection Agency.

18. Spaces Available and Communication Facilities

The Charterers shall have free use of Vessel's cargo spaces and designated public spaces, cabins, equipment and facilities for their passengers and Charterers' Crew as per the Vessel's capacity, except for the spaces reserved for the Owners' Crew. The Owners shall permit the Charterers' use of the Vessel's communication facilities at cost.

19. Charterers' Crew

The Charterers' Crew shall be employed by the Charterers solely at their risk, responsibility, cost and expense, however, such Crew shall be subject to the Master's overriding authority.

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The Charterers' Crew shall fulfill the requirements by the Vessel's flag state or any other mandatory rules or regulations including but not limited to numbers and qualification at all times during the charter period. The Vessel shall be on-hire for all time taken to conduct the necessary training and drills to achieve the required approval and certification.

The Charterers' Crew shall be able to read and speak the Vessel's working language as determined in accordance with applicable rules and regulations.

20. Hotel Services Equipment

Owners will at the time of delivery make available all the inventory as required for hotel, victualling and cabin services, such as but not limited to plates, glasses, cutlery, crockery, pots and pans, linen, blankets, table cloths or towels, which shall be sufficient for the number of passengers indicated in the Vessel's description. On delivery a list of inventory is to be issued and signed by both parties. The Charterers shall throughout the charter period, maintain, repair and replace all items on the list of inventory.

Prior to redelivery of the Vessel, an inventory list covering hotel, galley and accommodation shall be forwarded to the Owners.

The Vessel shall be redelivered with all inventory in good order and condition, fair wear and tear excepted, unless the Owners and Charterers agree a lump sum amount for any discrepancies in quantity and quality.

21. Cleaning and Laundry, Catering and Victualling

(a) The Charterers' Crew shall service and clean the cabins, public spaces, reception, offices, shops, bars, restaurants, galley, storage areas and all serving areas for the passengers, Charterers' Crew and Owners' Crew to the highest standards of cleanliness. Hygiene and bacteria controls shall be performed by the Owners' Crew on a regular basis. All cleaning products required to clean the Vessel shall be supplied by the Charterers at their cost and expense, except for such products required for the engine-room areas, bridge and Owners' crew cabins. All cleaning products used on board the Vessel shall be subject to the Master's approval.

(b) The Charterers shall provide and pay for all cabin laundry services on board including cabin laundry for the Owners' Crew.

(c) The Charterers shall provide and pay for all victualling for Owners' Crew, Charterers' Crew, passengers and other persons such as pilots, customs officers, and other port officials. Furthermore, the Charterers shall provide and pay for beverages and stocks for bars, restaurants, galleys and shops.

The Owners shall reimburse the Charterers at the rate stated in Box 20 per day per each Owners' Crew member on board for all aforementioned victualling, cleaning and laundry services. The Master shall advise the Charterers in writing within five days of the end of each month of the number of crew onboard during the previous month. The Charterers shall have the right to deduct the amount from hire on presentation of relevant invoices together with evidence of the number of crew onboard during the period. The Charterers shall invoice the Owners on a monthly basis.

22. Gaming Machines, Video and Communication Equipment

(a) Subject to Sub-clause (b), the Charterers shall have the liberty to supply and install gaming machines, TV screens, video systems, cash register systems, cinema projection and audio equipment (Equipment) at their time and cost. All Equipment shall remain the Charterers' property. The supply and installation shall be carried out under the Master's supervision and subject to the Master's approval.

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(b) Prior to redelivery all Equipment shall be removed and relevant areas, places, points, connections shall be restored to the original condition as they were on delivery. Such restoration shall be done at the Charterers' time and cost.

(c) All Equipment installed on board the Vessel and the operation of such Equipment shall be permitted by applicable rules and regulations. The responsibility for licensing, taxes, duties (excise or otherwise), copyright, repair and maintenance shall be for the Charterers' account. Should any applicable rule or regulation be violated by the supply or operation of the Equipment, all resulting consequences, losses, damages, fines or costs shall be for the Charterers' account.

23. Passengers

All passengers are on board the Vessel at the Charterers' risk, responsibility, cost and expense.

All the Vessel's bars, restaurants, cafeterias, shops, galleys, kitchens including relevant provisions, stores, sales, transactions on board will be managed and operated by the Charterers only and under the Charterers' sole responsibility. The Charterers shall handle passenger cash transactions and shall be responsible for all sales on board and for the safe keeping of all cash.

The Charterers shall be responsible for the fulfillment of their obligations under passenger tickets and contracts for other persons acting on behalf of the Charterers. Any claim under such tickets and contracts or in connection thereto, shall be the sole responsibility of the Charterers.

The Charterers shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them as a result of the carriage of passengers and other persons as aforesaid. Any time lost and expense incurred, including fines, shall be for the Charterers' account and the Vessel shall remain on hire. Should the Vessel be arrested as a result of any claim as aforementioned, the Charterers shall take necessary steps to have the Vessel released.

The Charterers shall be liable for any detention, fine and other consequence whatsoever arising from failure to fulfil their obligations under the provisions of this Clause, unless caused by the Owners or Owners' Crew.

The Vessel shall be fitted with a hospital duly equipped and the Owners shall supply and maintain all necessary medical disposables and stores according to applicable rules and regulations. The Charterers shall reimburse the Owners for any disposables and stores used or taken from the medical locker for the passengers or the Charterers' Crew. For accounting purposes a log for medical disposables and stores shall be kept by the Master. If a doctor or medical staff are required they shall be employed by the Charterers solely at their risk, responsibility, cost and expense. Any medical staff so engaged shall be included under the definition of Charterers' Crew.

24. Intensity of the Trade

If the Charterers employ the ship in a more intense schedule than the intended trade as per Box 16 with the consequence that the Owners' Crew cannot fulfill their on board duties and comply with applicable rest hours regulations, then the Charterers shall compensate the Owners for the costs of any required additional manning.

25. Garbage

The Charterers' Crew shall maintain garbage ducts and garbage containers in a clean and hygienic condition, in the Charterers' time and at their cost. Time and costs for the removal and disposal of garbage, litter, sludge and other waste shall be for the Charterers' account. Removal and disposal of garbage from the engine room and oily water shall be for the Owners' account.

26. Fumigation

Expenses in connection with fumigation and/or quarantine ordered because of cargo, passengers and/or Charterers' Crew carried or ports visited while the Vessel is employed under this Charter

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Party shall be for the Charterers' account. Expenses in connection with all other fumigation and/or quarantine shall be for the Owners' account.

27. Flag and Funnel

If they so require, the Charterers shall, during the currency of this Charter Party, be allowed to fly their house flag and/or paint the funnel in the Charterers' colours. The Vessel shall be repainted in the Owners' colours before this Charter Party comes to an end. Cost and time of painting, maintaining and repainting those changes effected by the Charterers shall be for the Charterers' account.

28. Contracts of Carriage

The Charterers shall be solely responsible for issuing bills of lading, passenger tickets and other contracts of carriage under this Charter Party. All contracts of carriage shall include appropriate references to the Charterers' standard terms and conditions of carriage. Passengers shall not be deemed to be parties to or third party beneficiaries of this Charter Party.

The carrier under contracts of carriage issued under this Charter Party shall be evidenced and identified as the Charterers stated in Box 4. Contracts of carriage shall be signed by the Charterers or their agents or by the Master, if so required by the Charterers, for and on behalf of the Charterers. The Charterers shall indemnify the Owners for any consequences resulting therefrom. All contracts of carriage issued under this Charter Party shall be in accordance herewith and be without prejudice to this Charter Party. The Charterers shall be responsible for the accuracy of all statements of fact in contracts of carriage which shall be in accordance with mates' or tally clerks' receipts.

Neither the Charterers nor their agents shall permit the issue of any contract of carriage (whether or not signed on behalf of the Charterers or on behalf of any sub-charterers) incorporating, where not compulsorily applicable, the Hamburg Rules or any other legislation giving effect to the Hamburg Rules or any other legislation imposing liabilities in excess of Hague or Hague-Visby Rules. The Charterers shall indemnify the Owners against any liability, loss or damage whatsoever that may result from any breach of the provisions of this Clause.

29. Cargo Claims

(a) Definition - For the purpose of this Clause, Cargo Claim(s) means a claim for loss, damage, shortage (including pilferage), overcarriage of or delay to cargo including customs dues or fines in respect of such loss, damage, shortage, overcarriage or delay and includes:

- (i)** any legal costs or interest claimed by the original person making any such claim;
- (ii)** all legal, P&I Club correspondents' and experts' costs reasonably incurred in the defence of or in the settlement of the claim made by the original person, but shall not include any costs of whatsoever nature incurred in making a claim or in seeking an indemnity under this Charter Party.

(b) Claim Settlement - It is a condition precedent to the right of recovery by either party under this Clause that the party seeking indemnity shall have first properly settled or compromised and paid the claim.

(c) Owners' Liability - The Owners shall be liable for any Cargo Claim arising or resulting from:

- (i)** unseaworthiness of the Vessel unless the Owners prove that the unseaworthiness was caused by the loading/unloading, stowage, lashing/unlashing or other handling of cargo;
- (ii)** failure of the Owners or their servants properly and carefully to carry, keep and care for the cargo while on board.

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(d) Charterers' Liability - The Charterers shall be liable for any Cargo Claim arising or resulting from the loading/unloading, stowage, lashing/unlashing or other handling of cargo unless the Charterers prove that such Cargo Claim was caused by the unseaworthiness of the Vessel, in which case the Owners shall be liable.

(e) Shared Liability - All Cargo Claims arising from other causes than those enumerated under Sub-clauses (c) and (d), shall be shared equally between the Owners and the Charterers unless there is clear and irrefutable evidence that the claim arose out of the act or neglect of one or the other party or their servants or sub-contractors, in which case that party shall bear the full claim.

(f) Fines, etc. – The Charterers shall be liable to the Owners for any losses, damages, expenses, fines, penalties, or claims which the Owners may incur or suffer by reason of the cargo or the documentation relating thereto failing to comply with any relevant laws, regulations, directions or notices of port authorities or other authorities, or by reason of any infestation, contamination or condemnation of the cargo or of infestation, damage or contamination of the Vessel by the cargo.

(g) Time Bar – In respect of any indemnity claims for third party cargo claims as between Owners and Charterers, brought under this Clause, Sub-clauses (a)–(e), unless extensions of time have been sought or obtained from one party by the other or notice of arbitration has been given by either party, such claim(s) shall be deemed to be waived and absolutely time barred upon the expiry of two years reckoned from the date when the cargo was or should have been delivered. When the Hamburg Rules apply compulsorily the above time bar shall be extended to three years.

(h) Security – If a party to this Charter Party provides security to a person making a Cargo Claim, that party shall be entitled upon demand to acceptable security for an equivalent amount in respect of that Cargo Claim from the other party, regardless of whether a right to apportionment between them has arisen under this Charter Party provided that:

(i) written notification of the Cargo Claim has been given by the party demanding security to the other party to this Charter Party within the relevant period specified in Sub-clause (g); and

(ii) the party demanding such security reciprocates by providing acceptable security for an equivalent amount to the other party to this Charter Party in respect of the Cargo Claim if requested to do so.

30. Indemnity and Limitation

The Owners and the Charterers hereby agree to indemnify each other against all losses, damages or expenses arising or resulting from any obligation to pay claims, fines or penalties for which the other party is liable in accordance with this Charter Party. Where the Owners or the Charterers may seek an indemnity under the provisions of this Charter Party or against each other in respect of a claim brought by a third party, the Owners or the Charterers shall seek to limit their liability against such third party.

31. Both-to-Blame Collision Clause

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying ship or her owners insofar 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 owners to the owners of the said cargo and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or the Owners. 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.

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32. Himalaya Clause

(a) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Charterers shall also apply to and be for the benefit of the Charterers' parent, affiliated, related and subsidiary companies; the Charterers' contractors, sub-contractors, co-venturers and customers (having a contractual relationship with the Charterers, always with respect to the job or project on which the Vessel is employed); their respective employees and their respective underwriters.

(b) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Owners shall also apply to and be for the benefit of the Owners' parent, affiliated, related and subsidiary companies, the Owners' contractors, sub-contractors, the Vessel, its Master, officers and crew, its registered owner, its operator, its managers, or other agents, its demise charterer(s), their respective employees and their respective underwriters.

(c) The Owners or the Charterers shall be deemed to be acting as agent or trustee of and for the benefit of all such persons and parties set forth above, but only for the limited purpose of contracting for the extension of such benefits to such persons and parties.

33. BIMCO General Clause Paramount

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and 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.

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, compulsorily applicable to shipments, in which case the provisions of such Rules shall apply.

The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

34. Cargo Import-Export Permits, Taxes and Dues

Export and import permits for cargo shall be at the Charterers' risk and expense. Taxation or levies, whatsoever for these purposes, shall be for the Charterers' account and shall be paid by the Charterers. Any taxes and dues on the cargo and on the freight arising out of cargoes carried or ports visited under this Charter Party and on cash transactions on board shall be for the Charterers' account.

35. Insurance

(a) The Owners warrant that throughout the period of the Charter Party the Vessel is insured for:

(i) Hull and Machinery (H&M) and basic War Risks at the value stated in Box 28; and

(ii) Protection and Indemnity (P&I) risks, as per Box 29, with coverage equivalent to the cover provided by members of the International Group of P&I Clubs.

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(b) The Charterers warrant that throughout the period of the Charter Party they are insured for Charterers' liability risk, including Charterers' Liability Hull (CLH), at the value stated in Box 30, and P&I risks, as per Box 31, with coverage equivalent to the cover provided by members of the International Group of P&I Clubs.

Sub-clauses (a) and (b) shall be in accordance with the best practice of prudent owners and charterers respectively of vessels of a similar type to the Vessel, with sound and reputable insurance companies, underwriters or associations.

36. Lien

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. In no event shall the Charterers procure, nor permit to be procured, for the Vessel, any supplies, necessities or services without previously obtaining a statement signed by an authorised representative of the furnisher thereof, acknowledging that such supplies, necessities or services are being furnished on the credit of the Charterers and not on the credit of the Vessel or of the Owners and that the furnisher claims no maritime lien on the Vessel therefor.

The Owners shall have a lien on all shipped cargo before or after discharge and on all freight, sub-freights and/or sub-hire including deadfreight and demurrage and damages for detention, for any amount due under this Charter Party including but not limited to unpaid charter hire, unreimbursed Charterers' expenses initially paid by the Owners, and contributions in general average properly due.

The Charterers shall ensure that such lien is incorporated in all documents containing or evidencing contracts of carriage issued by them or on their behalf.

37. Smuggling and Possession of Illegal Substances

(a) In the event of smuggling by the Owners' Crew, this shall amount to a breach of this Charter Party. The Owners shall be liable for the consequences of such breach and hold the Charterers harmless and keep them indemnified against all claims, costs, losses, and fines and penalties which may arise and be made against them. The Vessel shall be off-hire for any time lost as a result of such breach.

(b) In the event of smuggling by the Charterers' Crew and/or passengers, or if unmanifested narcotic drugs and/or any other illegal substances are found secreted in the Cargo Units and/or by any other means related to the cargo operation, this shall amount to a breach of charter. The Charterers shall be liable for the consequences of such breach and hold the Owners and the Owners' Crew harmless and keep them indemnified against all claims, costs, losses, and fines and penalties which may arise and be made against them individually or jointly. The Charterers shall, if required, place the Owners in funds to put up bail or other security. The Vessel shall remain on hire for any time lost as a result of such breach.

38. Drugs and Alcohol Policy

Owners and Charterers shall enforce an on board company drug and alcohol policy. Such company drug and alcohol policies shall meet or exceed the standards, stated in the International Convention on Standards of Training, Certification and Watchkeeping, 1978, as amended. Owners and Charterers acknowledge and agree that the selling, possession, distribution, use or being under the influence of alcohol or any controlled substance or dangerous drugs other than those medically prescribed is prohibited. This Clause does not apply in respect of alcohol sold to passengers in shops, bars and restaurants on board the Vessel.

39. MLC 2006 Clause

For the purposes of this Clause:

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677 “MLC” means the International Labour Organization (ILO) Maritime Labour Convention (MLC 2006)
678 and any amendment thereto or substitution thereof.

679 “Charterers’ Personnel” shall mean Charterers’ Crew, any employees, directors, officers, servants,
680 agents or invitees of each of the Charterers and their contractors, sub-contractors of any tier, co-
681 venturers and customers (having a contractual relationship with the Charterers, always with respect
682 to the job on which the Vessel is employed) and of each of their parent, affiliated, related and
683 subsidiary companies, who are on board the Vessel;

684 (a) The Owners shall provide the Charterers with a copy of Part I of the Declaration of Maritime
685 Labour Compliance for the Vessel and the Charterers shall be responsible for ensuring compliance
686 with the following requirements of MLC as applicable to the Vessel and as they may apply to the
687 Charterers’ Personnel:

688 (i) Minimum age;

689 (ii) Medical certificate;

690 (iii) Training and qualifications;

691 (iv) Recruitment and placement;

692 (v) Employment agreements;

693 (vi) Wages;

694 (vii) Hours of work and rest;

695 (viii) Entitlement to leave;

696 (ix) Repatriation;

697 (x) Compensation for the Vessel's loss or foundering;

698 (xi) Liability for sickness, injury and death;

699 (xii) Health and safety protection and accident prevention, to the extent that these are under the
700 Charterers’ control.

701 (b) Prior to any Charterers’ Personnel boarding the Vessel and upon Owners’ request at any time
702 thereafter, the Charterers shall provide written evidence, to the reasonable satisfaction of the
703 Owners, of the Charterers’ compliance with their obligations under this Clause.

704 (c) The Charterers shall indemnify, protect, defend and hold harmless the Owners from any and all
705 claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising
706 out of or in connection with the Charterers’ failure to meet any of their obligations under this
707 Clause, and the Vessel shall remain on hire in respect of any time lost as a result thereof.

708 **40. BIMCO Stowaways Clause for Time Charter Parties 2009**

709 (a) If stowaways have gained access to the Vessel by means of secreting away in the goods and/or
710 containers or by any other means related to the cargo operation, this shall amount to breach of
711 charter. The Charterers shall be liable for the consequences of such breach and hold the Owners
712 harmless and keep them indemnified against all claims; costs (including but not limited to
713 victualling costs for stowaways whilst on board and repatriation); losses; and fines or penalties,
714 which may arise and be made against them. The Charterers shall, if required, place the Owners in
715 funds to put up bail or other security. The Vessel shall remain on hire for any time lost as a result of
716 such breach.

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717 (b) Save for those stowaways referred to in Sub-clause (a), if stowaways have gained access to
718 the Vessel, all expenses, including fines or penalties, shall be for the Owners' account and the
719 Vessel shall be off hire for any time lost.

720 **41. Salvage**

721 All salvage and assistance to other vessels shall be for the Owners' and the Charterers' equal
722 benefit after deducting the Master's and Crew's proportion and all legal and other expenses
723 including hire paid under the Charter Party for time lost in the salvage, damage to the Vessel and
724 fuel consumed. The Charterers shall be bound by all measures taken by the Owners in order to
725 secure payment of salvage and to settle its amount.

726 **42. General Average**

727 General Average shall be adjusted, stated and settled at the place shown in Box 32 according to
728 the York-Antwerp Rules 1994 by an adjuster appointed by the Owners. Charter hire shall not
729 contribute to General Average. General Average shall be adjusted in any currency at the sole
730 option of the Owners. Exchange into the currency of adjustment shall be calculated at the rate
731 prevailing on the date of payment for disbursements and on the date of completion of discharge of
732 the Vessel for allowances, contributory values etc. The Charterers agree to co-operate with the
733 Owners and their appointed adjuster by supplying manifest and other information and, where
734 required, to endeavour to secure the assistance of the Charterers' local agents in the collection of
735 security, at the Owners' expense.

736 **43. New Jason Clause**

737 In the event of accident, danger, damage or disaster before or after the commencement of the
738 voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for
739 the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the
740 cargo, shippers, consignees or owners of the cargo shall contribute with the Owners in general
741 average to the payment of any sacrifices, losses or expenses of a general average nature that may
742 be made or incurred and shall pay salvage and special charges incurred in respect of the cargo.

743 If a salving ship is owned or operated by the Owners, salvage shall be paid for as fully as if the said
744 salving ship or ships belonged to strangers. Such deposit as the Owners or their agents may deem
745 sufficient to cover the estimated contribution of the cargo and any salvage and special charges
746 thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the
747 Owners before delivery.

748 **44. Force Majeure**

749 Neither party shall be liable for any loss, damage, or delay due to any of the following force
750 majeure events and/or conditions to the extent the party invoking force majeure is prevented or
751 hindered from performing any or all of their obligations under this Charter Party, provided they have
752 made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or
753 conditions:

754 **(a)** acts of God;

755 **(b)** any Government requisition, control, intervention, requirement or interference;

756 **(c)** any circumstances arising out of war, threatened act of war or warlike operations, acts of
757 terrorism, sabotage or piracy, or the consequences thereof;

758 **(d)** riots, civil commotion, blockades or embargoes;

759 **(e)** epidemics;

760 **(f)** earthquakes, landslides, floods or other extraordinary weather conditions;

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(g) strikes, lockouts or other industrial action, unless limited to the employees of the party seeking to invoke force majeure;

(h) fire, accident, explosion except where caused by negligence of the party seeking to invoke force majeure;

(i) any other similar cause beyond the reasonable control of either party.

The party seeking to invoke force majeure shall notify the other party in writing within two days of the occurrence of any such event/condition.

45. Early Termination

(a) If either party becomes aware of the occurrence of any event described in this Clause that party shall so notify the other party promptly in writing of such occurrence and its intention to terminate if it does not cease within three days after such notification has been given. If the occurrence has not ceased within three days after such notification has been given, this Charter Party may be terminated by either party by giving notice to the other party in accordance with Clause 53 (Notices), (unless the event is caused by a breach of Charter Party by the terminating party), without prejudice to any other rights which the terminating party may have, under any of the following circumstances:

(i) Requisition

If the government of the state of registry and/or the flag of the Vessel, or any agency thereof, requisitions for hire or title or otherwise takes possession of the Vessel during the charter period.

(ii) Confiscation

If any government, individual or group, whether or not purporting to act as a government or on behalf of any government, confiscates, requisitions, expropriates, seizes or otherwise takes possession of the Vessel during the charter period (other than by way of arrest for the purpose of obtaining security).

(iii) Bankruptcy

If the other party has a petition presented for its winding up or administration which is not discharged within 14 days of presentation or any other action is taken with a view to its winding up (otherwise than for the purpose of re-organisation or amalgamation without insolvency), or become bankrupt or commits an act of bankruptcy, or makes any arrangement or composition for the benefit of creditors, or has a receiver or manager or administrative receiver or administrator or liquidator appointed in respect of any of its assets, or suspends payments, or has anything analogous to any of the foregoing under the law of any jurisdiction occur to it, or ceases or threatens to cease to carry on business, without prejudice to the accrued rights of that party.

(iv) Loss of Vessel

If the Vessel is lost or becomes a constructive total loss, or is missing, hire shall cease from the date the Vessel was lost or, in the event of a constructive total loss, from the date of the event giving rise to such loss. If the date of loss cannot be ascertained or the Vessel is missing, payment of hire shall cease from the date the Vessel was last reported.

(v) Force Majeure

If a force majeure event and/or condition as defined in Clause 44 (Force Majeure) prevents or hinders the performance of the Charter Party for a period exceeding 15 consecutive days from the time at which the impediment begins to prevent or hinder performance if notice is given without delay or, if notice is not given without delay, from the time at which notice thereof

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reaches the other party, this Charter Party may be terminated by either party by giving notice to the other party in accordance with Clause 53 (Notices), (unless the event is caused by a breach of Charter Party by the terminating party), without prejudice to any other rights which the terminating party may have, under any of the following circumstances.

Termination as a result of any of the above mentioned causes shall not relieve the Charterers of any obligation for hire and any other payments due up to the date of termination.

(b) Default

If either party is in repudiatory breach of its obligations under this Charter Party, the other party shall have the right to terminate this Charter Party with immediate effect by giving notice in accordance with Clause 53 (Notices) without prejudice to any other rights which the terminating party may have under this Charter Party.

(c) Off-hire

In the event the Vessel is off-hire due to events stated in Clause 15(a) and (b) for:

- (i) a single consecutive period which exceeds that stated in Box 33(i) or, if left blank, twenty per cent (20%) of the total charter period, including any extensions which have been declared; or
- (ii) combined periods which exceed that stated in Box 33(ii) in aggregate, or if left blank twenty-five per cent (25%) of the total charter period, including any extensions which have been declared,

this Charter Party may be terminated by the Charterers by giving notice in accordance with Clause 53 (Notices) without prejudice to any other rights which either party may have under this Charter Party.

46. BIMCO Standard ISM Clause for Voyage and Time Charter Parties

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 the Owners' account.

47. BIMCO ISPS/MTSA Clause for Time 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 (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 US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).

(ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).

(iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account, except as otherwise provided in this Charter Party.

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(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. Where sub-letting is permitted under the terms of this Charter Party, the Charterers shall ensure that the contact details of all sub-charterers are likewise provided to the Owners and the Master. Furthermore, the Charterers shall ensure that all sub-charter parties they enter into during the period of this Charter Party contain the following provision:

“The Charterers shall provide the Owners with their full style contact details and, where sub-letting is permitted under the terms of the charter party, shall ensure that the contact details of all sub-charterers are likewise provided to the Owners”.

(ii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) 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.

(c) Notwithstanding anything else contained in this Charter Party all delay, costs or expenses whatsoever 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. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners’ account.

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

48. Designated Entities Clause for Charter Parties

(a) The provisions of this Clause shall apply in relation to any sanction, prohibition or restriction imposed on any specified persons, entities or bodies including the designation of specified vessels or fleets under United Nations Resolutions or trade or economic sanctions, laws or regulations of the European Union or the United States of America.

(b) Owners and Charterers respectively warrant for themselves (and in the case of any sublet, Charterers further warrant in respect of any sub-charterers, shippers, receivers, or cargo interests) that at the date of this fixture and throughout the duration of this Charter Party they are not subject to any of the sanctions, prohibitions, restrictions or designation referred to in Sub-clause (a) which prohibit or render unlawful any performance under this Charter Party or any sublet or any bills of lading. Owners further warrant that the nominated Vessel, or any substitute, is not a designated vessel.

(c) If at any time during the performance of this Charter Party either party becomes aware that the other party is in breach of warranty as aforesaid, the party not in breach shall comply with the laws and regulations of any Government to which that party or the Vessel is subject, and follow any orders or directions which may be given by any body acting with powers to compel compliance, including where applicable the Owners’ flag State. In the absence of any such orders, directions, laws or regulations, the party not in breach may, in its option, terminate the Charter Party forthwith or, if cargo is on board, direct the Vessel to any safe port of that party’s choice and there discharge the cargo or part thereof.

(d) If, in compliance with the provisions of this Clause, anything is done or is not done, such shall not be deemed a deviation but shall be considered due fulfilment of this Charter Party.

(e) Notwithstanding anything in this Clause to the contrary, Owners or Charterers shall not be required to do anything which constitutes a violation of the laws and regulations of any State to which either of them is subject.

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(f) Owners or Charterers shall be liable to indemnify the other party against any and all claims, losses, damage, costs and fines whatsoever suffered by the other party resulting from any breach of warranty as aforesaid.

(g) Charterers shall procure that this Clause is incorporated into all sub-charters, contracts of carriage and bills of lading issued pursuant to this Charter Party.

49. BIMCO Sanctions Clause for Time Charter Parties

(a) The Owners shall not be obliged to comply with any orders for the employment of the Vessel in any carriage, trade or on a voyage which, in the reasonable judgement of the Owners, will expose the Vessel, Owners, managers, crew, the Vessel's insurers, or their re-insurers, to any sanction or prohibition imposed by any State, Supranational or International Governmental Organisation.

(b) If the Vessel is already performing an employment to which such sanction or prohibition is subsequently applied, the Owners shall have the right to refuse to proceed with the employment and the Charterers shall be obliged to issue alternative voyage orders within 48 hours of receipt of Owners' notification of their refusal to proceed. If the Charterers do not issue such alternative voyage orders the Owners may discharge any cargo already loaded at any safe port (including the port of loading). The Vessel to remain on hire pending completion of Charterers' alternative voyage orders or delivery of cargo by the Owners and Charterers to remain responsible for all additional costs and expenses incurred in connection with such orders/delivery of cargo. If in compliance with this Sub-clause (b) anything is done or not done, such shall not be deemed a deviation.

(c) The Charterers shall indemnify the Owners against any and all claims whatsoever brought by the owners of the cargo and/or the holders of bills of lading and/or sub-charterers against the Owners by reason of the Owners' compliance with such alternative voyage orders or delivery of the cargo in accordance with Sub-clause (b).

(d) The Charterers shall procure that this Clause shall be incorporated into all sub-charters and bills of lading issued pursuant to this Charter Party.

50. War Risks Clause ("CONWARTIME 2013")

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

(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and

(ii) "War Risks" shall include any actual, threatened or reported:

war, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "Piracy"); acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the government of any state or territory whether recognised or not, which, in the reasonable judgement 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.

(b) The Vessel shall not be obliged to proceed or required to continue to or through, any port, place, area or zone, or any waterway or canal (hereinafter "Area"), where it appears that the Vessel, cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be exposed to War Risks whether such risk existed at the time of entering into this Charter Party or occurred thereafter. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or may become dangerous, after entry into it, the Vessel shall be at liberty to leave it.

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- 941 **(c)** The Vessel shall not be required to load contraband cargo, or to pass through any blockade as
942 set out in Sub-clause (a), or to proceed to an Area where it may be subject to search and/or
943 confiscation by a belligerent.
- 944 **(d)** If the Vessel proceeds to or through an Area exposed to War Risks, the Charterers shall
945 reimburse to the Owners any additional premiums required by the Owners' insurers and the costs
946 of any additional insurances that the Owners reasonably require in connection with War Risks.
- 947 **(e)** All payments arising under Sub-clause (d) shall be settled within 15 days of receipt of Owners'
948 supported invoices or on redelivery, whichever occurs first.
- 949 **(f)** If the Owners become liable under the terms of employment to pay to the crew any bonus or
950 additional wages in respect of sailing into an Area which is dangerous in the manner defined by the
951 said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by
952 the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever
953 occurs first.
- 954 **(g)** The Vessel shall have liberty:
- 955 **(i)** to comply with all orders, directions, recommendations or advice as to departure, arrival,
956 routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or
957 in any other way whatsoever, which are given by the government of the nation under whose
958 flag the Vessel sails, or other government to whose laws the Owners are subject, or any other
959 government of any state or territory whether recognised or not, body or group whatsoever
960 acting with the power to compel compliance with their orders or directions;
- 961 **(ii)** to comply with the requirements of the Owners' insurers under the terms of the Vessel's
962 insurance(s);
- 963 **(iii)** to comply with the terms of any resolution of the Security Council of the United Nations, the
964 effective orders of any other Supranational body which has the right to issue and give the
965 same, and with national laws aimed at enforcing the same to which the Owners are subject,
966 and to obey the orders and directions of those who are charged with their enforcement;
- 967 **(iv)** to discharge at any alternative port any cargo or part thereof which may expose the Vessel to
968 being held liable as a contraband carrier;
- 969 **(v)** to call at any alternative port to change the crew or any part thereof or other persons on board
970 the Vessel when there is reason to believe that they may be subject to internment,
971 imprisonment, detention or similar measures.
- 972 **(h)** If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall
973 refuse to proceed to the loading or discharging ports, or any one or more of them, they shall
974 immediately inform the Charterers. No cargo shall be discharged at any alternative port without first
975 giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a
976 safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the
977 receipt of such notice and request, the Owners may discharge the cargo at any safe port of their
978 own choice. All costs, risk and expenses for the alternative discharge shall be for the Charterers'
979 account.
- 980 **(i)** The Charterers shall indemnify the Owners for claims arising out of the Vessel proceeding in
981 accordance with any of the provisions of Sub-clauses (b) to (h) which are made under any bills of
982 lading, waybills or other documents evidencing contracts of carriage.
- 983 When acting in accordance with any of the provisions of Sub-clauses (b) to (h) of this Clause
984 anything is done or not done, such shall not be deemed a deviation, but shall be considered as due
985 fulfilment of this Charter Party.

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51. BIMCO Standard Dispute Resolution Clause 2015

(a) *This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. 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. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if the arbitrator had been appointed by agreement.

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

In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(b) *This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three (3) persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgment may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.

In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the parties may agree), the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc.

(c) *This Contract shall be governed by and construed in accordance with Singapore**/English** law.

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Singapore International Arbitration Act (Chapter 143A) and any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration (SCMA) current at the time when the arbitration proceedings are commenced. The reference to arbitration of disputes under this Clause shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator and give notice that it has done so within 14 calendar days of that notice and stating that it will appoint its own arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if the arbitrator had been appointed by agreement.

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- 1036 Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for
1037 the appointment of a sole arbitrator.
- 1038 In cases where neither the claim nor any counterclaim exceeds the sum of USD 75,000 (or such
1039 other sum as the parties may agree), the arbitration shall be conducted before a single arbitrator in
1040 accordance with the SCMA Small Claims Procedure current at the time when the arbitration
1041 proceedings are commenced.
- 1042 **(d)** *This Contract shall be governed by and construed in accordance with the laws of the place
1043 mutually agreed by the parties and any dispute arising out of or in connection with this Contract
1044 shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable
1045 there.
- 1046 **(e)** Notwithstanding Sub-clauses (a), (b), (c) or (d) above, the parties may agree at any time to refer
1047 to mediation any difference and/or dispute arising out of or in connection with this Contract.
- 1048 In the case of a dispute in respect of which arbitration has been commenced under Sub-clauses
1049 (a), (b), (c) or (d) above, the following shall apply:
- 1050 **(i)** A party may at any time and from time to time elect to refer the dispute or part of the dispute to
1051 mediation by service on the other party of a written notice (the "Mediation Notice") calling on
1052 the other party to agree to mediation.
- 1053 **(ii)** The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice
1054 confirm that they agree to mediation, in which case the parties shall thereafter agree a
1055 mediator within a further 14 calendar days, failing which on the application of either party a
1056 mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person
1057 as the Tribunal may designate for that purpose. The mediation shall be conducted in such
1058 place and in accordance with such procedure and on such terms as the parties may agree or,
1059 in the event of disagreement, as may be set by the mediator.
- 1060 **(iii)** If the other party does not agree to mediate, that fact may be brought to the attention of the
1061 Tribunal and may be taken into account by the Tribunal when allocating the costs of the
1062 arbitration as between the parties.
- 1063 **(iv)** The mediation shall not affect the right of either party to seek such relief or take such steps as
1064 it considers necessary to protect its interests.
- 1065 **(v)** A party may advise the Tribunal that they have agreed to mediation. The arbitration procedure
1066 shall continue during the conduct of the mediation but the Tribunal may take the mediation
1067 timetable into account when setting the timetable for steps in the arbitration.
- 1068 **(vi)** Unless otherwise agreed or specified in the mediation terms, each party shall bear its own
1069 costs incurred in the mediation and the parties shall share equally the mediator's costs and
1070 expenses.
- 1071 **(vii)** The mediation process shall be without prejudice and confidential and no information or
1072 documents disclosed during it shall be revealed to the Tribunal except to the extent that they
1073 are disclosable under the law and procedure governing the arbitration.
- 1074 *(Note: The parties should be aware that the mediation process may not necessarily interrupt time*
1075 *limits.)*
- 1076 *Sub-clauses (a), (b), (c) and (d) are alternatives; indicate alternative agreed in Box 35. Sub-clause
1077 (e) shall apply in all cases. If Box 35 is not filled in, Sub-clause (a) of this Clause shall apply.
- 1078 **Singapore and English law are alternatives; if Sub-clause (c) agreed also indicate choice of
1079 Singapore or English law. If neither or both are indicated, then English law shall apply by default.

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52. Commission

The Owners shall pay a commission at the rate stated in Box 34 to the Shipbrokers stated in Box 2 on any hire earned and paid under this Charter Party or any continuation or extension thereof. If the full hire is not paid owing to breach of Charter Party by either of the parties the party liable therefor shall indemnify the Shipbrokers against their loss of commission.

Should the parties agree to cancel this Charter Party, the Owners shall indemnify the Shipbrokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.

In signing this Charter Party the Owners acknowledge their agreement with the Shipbrokers to pay the commissions described in this Clause.

53. Notices

All notices, requests and other communications required or permitted by any clause of this Charter Party shall be given in writing and shall be sufficiently given or transmitted if delivered by hand, email, express courier service or registered mail and addressed if to the Owners as per Box 3 or such other address or email address as the Owners may hereafter designate in writing, and if to the Charterers as per Box 4 or such other address or email address as the Charterers may hereafter designate in writing. Any such communication shall be deemed to have been given on the date of actual receipt by the party to which it is addressed.

54. Entire Agreement

(a) The written terms of this Charter Party comprise the entire agreement between the Owners and the Charterers in relation to the chartering of the Vessel and supersede all previous agreements whether oral or written between the parties in relation thereto.

(b) Each of the parties acknowledges that in entering into this Charter Party it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether or not made negligently) other than as is expressly set out in this Charter Party.

(c) Any terms implied into this Charter Party by any applicable statute or law are hereby excluded to the extent that such exclusion can legally be made. Nothing in this Clause shall limit or exclude any liability for fraud.

ANNEX "A"

VESSEL SPECIFICATION

1. General
(a) Owner: Name: Address:
(b) Vessel's Name: Builder:
(c) Year built:
(d) Classification and Society:
(e) Flag:
(f) Date of next scheduled drydocking:
2. Performance
(a) Speed/Consumption (Approx. Hourly Fuel Consumption) (Fair Weather) (i) Max Speed: MCR: Kts (app.) : Litres/Hr: (ii) Service Speed Kts (app.): Litres/Hr: (iii) Standby (main engines secured): Kts (app.): Litres/Hr:
(b) Type and Grade of Fuel Used:
3. Dimensions and Capacities
(a) L.O.A. (m): Breadth (m): Depth (m): Max Draught (m):
(b) Deadweight (metric tons):
(c) Cargo Capacity/Lane meters: Ramps Forward: Ramps Aft: Ramps Side: Ramps Internal: Elevators:
(d) Cargo Capacity (Cargo Units):
(e) Maximum amount of passengers permitted on board:
(f) Cabins and Beds:
(g) Deck Load (tonnes per sq m):
(h) Free height on each deck:
4. Machinery
(a) BHP/kW Main Engines:
(b) Engine Builder:
(c) Number of Engines and Type:

ANNEX "A"

VESSEL SPECIFICATION

(d) Generators:
(e) Stabilisers/Interceptors/Ride Control Systems:
(f) Bow Thruster(s):
(g) Stern Thruster(s):
(h) Propellers/Rudders/Jets:
5. Radio and Navigation Equipment
(a) Communications Equipment (i) MF/HF Radio: (ii) GMDSS VHF: (iii) Satcom: (iv) Wireless Broadband: (v) Cell phone:
(b) Electronic Navigation Equipment (i) ECDIS: (ii) Speed log: (iii) Anemometer:
(c) Gyro or Satellite compass:
(d) Radar:
(e) Autopilot:
(f) Depth Sounder:
(g) Additional electronic safety equipment (i) Recording Camera(s): (ii) EPIRB: (iii) SART: (iv) SAR Finder: (v) Class A AIS: