**Time Charter**

November 6th , 1913-Amended October 20th , 1921 ; August 6th , 1931 ; October 3rd , 1946

GOVERNMENT FORM Approved by the New York Produce Exchange

1. ***This Charter Party***, made and concluded in…....***Seoul, Kore***a…***.***~~………..~~ ~~day~~ ~~of~~ ~~……….………~~ ~~19~~.20…..….

2. Between………………….… ***MARINE CO., LTD***……………………………….***as disponent***….

3. Owners of the good……….………..***flag***~~…Steamship/Motorship…..~~***M.V.*** “………..”~~…of~~…......

4. ~~of….........……~~ ~~tons~~ ~~gross~~ ~~register,~~ ~~and…………….tons~~ ~~net~~ ~~register,~~ ~~having~~ ~~engines~~ ~~of~~ ~~……………..indicated~~ ~~horse~~

5. ~~power~~ ~~and~~ ~~with~~ ~~hull,~~ ~~machinery~~ ~~and~~ ~~equipment~~ ~~in~~ ~~a~~ ~~thoroughly~~ ~~efficient~~ ~~state,~~ ~~and~~ ~~classed………….at………..…of~~

6. ~~about………….…...cubic~~ ~~feet~~ ~~bale~~ ~~capacity,~~ ~~and~~ ~~about~~ ~~…….…..…..~~ ~~tons~~ ~~of~~ ~~2240~~ ~~lbs.~~ ~~deadweight~~ ~~capacity~~ ~~(cargo~~

7. ~~and~~ ~~bunkers,~~ ~~including~~ ~~fresh~~ ~~water~~ ~~and~~ ~~stores~~ ~~not~~ ~~exceeding~~ ~~one~~ ~~and~~ ~~one-half~~ ~~percent~~ ~~of~~ ~~ship’s~~ ~~deadweight~~ ~~capacity~~,

8. ~~allowing~~ ~~a~~ ~~minimum~~ ~~of~~ ~~fifty~~ ~~tons)~~ ~~on~~ ~~a~~ ~~draft~~ ~~of….…feet…inches~~ ~~on………...….summer~~ ~~freeboard,~~ ~~inclusive~~ ~~of~~

9. ~~permanent~~ ~~bunkers,~~ ~~which~~ ~~are~~ ~~of~~ ~~the~~ ~~capacity~~ ~~of~~ ~~about~~ ~~…………tons~~ ~~of~~ ~~fuel,~~ ~~and~~ ~~capable~~ ~~of~~ ~~steaming,~~ ~~fully~~ ~~laden~~,

10. ~~under~~ ~~good~~ ~~weather~~ ~~conditions~~ ~~……about……....knots~~ ~~on~~ ~~a~~ ~~consumption~~ ~~of~~ ~~about~~ ~~……….….tons~~ ~~of~~ ~~best~~ ~~Welsh~~

11. ~~coal-best~~ ~~grade~~ ~~fuel~~ ~~oilbest~~ ~~grade~~ ~~Diesel~~ ~~oil~~, ***See Clause 53 for further descriptions.***

12. now…… ***trading***…………………………………………………………………………………………………………

13. and…………………………………**...**……Charterers of the City of………..… ***Seoul, Korea***…

14. ***Witnesseth,*** That the said Owners agree to let, and the said Charterers agree to hire the said vessel, from the

15. time of delivery, for *~~about~~*………………. ***Minimum 11/Maximum 13 months period charter trading via safe***

16. ***port(s), safe berth(s), safe anchorage(s), always afloat, always accessible, always within Institute Warranty Limits***

17. ***with lawfull/harmless cargoes*** …………………………………

18. ………………...within below mentioned trading limits.

19. Charterers to have liberty to sublet the vessel for all or any part of the time covered by this Charter, but Charterers

20. remaining responsible for the fulfillment of this Charter Party.

21. ~~Vessel~~ ~~to~~ ~~be~~ ~~placed~~ ~~at~~ ~~the~~ ~~disposal~~ ~~of~~ ~~the~~ ~~Charterers,~~ ~~at~~ ***on***…………………….………………………………………...

22. …………………………………………………………………………………………………………………………….

23. ***Dropping Last Outward Sea Pilot one safe port***

24. ***North Coast of South America (intention Puerto Cabello, Venezuela)***

25. ***Port in Owners***’ ***option, at any time day or night Sundays and holidays included***……………………………………..

26. …………………………………………………………………………………………………………………………….

27. ~~in~~ ~~such~~ ~~dock~~ ~~or~~ ~~at~~ ~~such~~ ~~wharf~~ ~~or~~ ~~place~~ ~~(where~~ ~~she~~ ~~may~~ ~~safely~~ ~~lie,~~ ~~always~~ ~~afloat,~~ ~~at~~ ~~all~~ ~~times~~ ~~of~~ ~~tide,~~ ~~except~~ ~~as~~

28. ~~otherwise~~ ~~provided~~ ~~in~~ ~~clause~~ ~~No.~~ ~~6),~~ ~~as~~ ~~the~~ ~~Charterers~~ ~~may~~ ~~direct.~~ ~~If~~ ~~such~~ ~~dock,~~ ~~wharf~~ ~~or~~ ~~place~~ ~~be~~ ~~not~~ ~~available~~ ~~time~~

29. ~~to~~ ~~count~~ ~~as~~ ~~provided~~ ~~for~~ ~~in~~ ~~clause~~ ~~No.~~ ~~5.~~ Vessel on her delivery to be ready to receive ***the intended*** cargo with

30. clean-swept holds and tight, staunch, strong and in every way fitted for the ***ordinary cargo*** service, having water

31. ballast, winches and donkey boiler with sufficient steam power, or if not equipped with donkey boiler, then other

32. power sufficient to run all the ***cranes*** ~~winches~~ at one and the same time(and with full complement of officers,seamen,

33. ~~engineers~~ ~~and~~ ~~firemen~~ ~~for~~ ~~a~~ ~~vessel~~ ~~of~~ ~~her~~ ~~tonnage),~~ ~~to~~ ~~be~~ ~~employed,~~ ~~in~~ ~~carrying~~ ~~lawful~~ ~~merchandise,~~ ~~including~~

34. ~~petroleum~~ ~~or~~ ~~its~~ ~~products,~~ ~~in~~ ~~proper~~ ~~containers~~, excluding……….. ***See Clause 41***…………………………………….

35. ~~(vessel~~ ~~is~~ ~~not~~ ~~to~~ ~~be~~ ~~employed~~ ~~in~~ ~~the~~ ~~carriage~~ ~~of~~ ~~Live~~ ~~Stock,~~ ~~but~~ ~~Charterers~~ ~~are~~ ~~to~~ ~~have~~ ~~the~~ ~~privilege~~ ~~of~~ ~~shipping~~ ~~a~~

36. ~~small~~ ~~number~~ ~~on~~ ~~deck~~ ~~at~~ ~~their~~ ~~risk,~~ ~~all~~ ~~necessary~~ ~~fittings~~ ~~and~~ ~~other~~ ~~requirements~~ ~~to~~ ~~be~~ ~~for~~ ~~account~~ ~~of~~ ~~Charterers),~~ ~~in~~

37. ~~such~~ ~~lawful~~ ~~trades,~~ ~~between~~ ~~safe~~ ~~port~~ ~~and/or~~ ~~ports~~ ~~in~~ ~~British~~ ~~North~~ ~~America,~~ ~~and/or~~ ~~United~~ ~~States~~ ~~of~~ ~~America,~~ ~~and/or~~

38. ~~West~~ ~~Indies,~~ ~~and/or~~ ~~Central~~ ~~America,~~ ~~and/or~~ ~~Caribbean~~ ~~Sea,~~ ~~and/or~~ ~~Gulf~~ ~~of~~ ~~Mexico,~~ ~~and/or~~ ~~Mexico,~~ ~~and/or~~ ~~South~~

39. ~~America~~……………. ***world wide trade always via safe port(s), safe berth(s), safe anchorage(s), always afloat,***

40. ***always accessible, always within IWL - See Clause 40.***~~…………………and/or~~ ~~Europe~~ ~~and/or~~ ~~Africa,~~ ~~and/or~~ ~~Asia,~~

41. ~~and/or~~ ~~Australia,~~ ~~and/or~~ ~~Tasmania,~~ ~~and/or~~ ~~New~~ ~~Zealand,~~ ~~but~~ ~~excluding~~ ~~Magdalena~~ ~~River,~~ ~~River~~ ~~St.~~ ~~Lawrence~~

42. ~~between~~ ~~October~~ ~~31st~~ ~~and~~ ~~May~~ ~~15th~~ ~~,~~ ~~Hudson~~ ~~Bay~~ ~~and~~ ~~all~~ ~~unsafe~~ ~~ports;~~ ~~also~~ ~~excluding,~~ ~~when~~ ~~out~~ ~~of~~ ~~season,~~ ~~White~~ ~~Sea,~~

43. ~~Black~~ ~~Sea~~ ~~and~~ ~~the~~ ~~Baltic~~,

44. ……………………………………………………………………………………………………………………………

45. ……………………………………………………………………………………………………………………………

46. ……………………………………………………………………………………………………………………………

47. as the Charterers or their Agents shall direct, on the following condition:

***48.*** 1. That the Owners shall provide and pay for all provisions, wages, and consular shipping and discharging

49. fees ***actual expenses incurred, including but not limited to additional agency fee charged by agents for performing***

***50. crew/owners***’ ***matter*** of the Crew; shall pay for the insurance of the vessel, also for all the cabin, deck, engine-room

***51.*** and other necessary stores, including boiler water and maintain her class and keep the vessel in a thoroughly efficient

***52.*** state in hull, machinery and equipment for and during the service.

53. 2. That ***whilst on hire*** the Charterers shall provide and pay for all the fuel except as otherwise agreed, Port

54. Charges, ***canal dues, customary and compulsory*** Pilotages, ***also tow lines whether compulsory or not, and always***

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55. ***including SKAW and GREAT BELT, DARDANELLES and BOSPORUS, MAGELLAN and INLAND***

56. ***JAPANESE pilotages, boatage on Charterers***’ ***business***, Agencies, Commissions, Consular Charges (except those

57. pertaining to the Crew), and all other usual expenses except those before stated, but when the vessel puts into a port

58. for causes for which vessel is responsible, then all such charges incurred shall be paid by the Owners.

59. Fumigations ordered because of illness of the crew to be for Owners account. Fumigations ordered because of

60. cargoes carried ***and/or cargoes intended to be carried*** or ports visited while vessel is employed under this charter to

61. be for Charterers account ***including shore accommodation as required.*** ~~All~~ ~~other~~ ~~fumigations~~ ~~to~~ ~~be~~ ~~for~~ ~~Charterers~~

62. ~~account~~ ~~after~~ ~~vessel~~ ~~has~~ ~~been~~ ~~on~~ ~~charter~~ ~~for~~ ~~a~~ ~~continuous~~ ~~period~~ ~~of~~ ~~six~~ ~~months~~ ~~or~~ ~~more~~.

63. Charterers are to provide necessary dunnage, ***lashing material,*** and shifting boards, also any extra fittings

64. requisite for a special trade or unusual cargo, but Owners to allow them the use of any dunnage and shifting boards

65. already aboard vessel . Charterers to have the privilege of using shifting boards for dunnage, they making good any

66. damage thereto.

67. 3. That the Charterers, at the port of delivery, and the Owners, at the port of re-delivery, shall take over and

68. ~~pay~~ ~~for~~ ~~all~~ ~~fuel~~ ~~remaining~~ ~~on~~ ~~board~~ ~~the~~ ~~vessel~~ ~~at~~ ~~the~~ ~~current~~ ~~prices~~ ~~in~~ ~~the~~ ~~respective~~ ~~ports.~~ ~~the~~ ~~vessel~~ ~~to~~ ~~be~~ ~~delivered~~

69. ~~with~~ ~~not~~ ~~less~~ ~~than~~ ~~…………………………tons~~ ~~and~~ ~~not~~ ~~more~~ ~~than~~ ~~……….…..tons~~ ~~and~~ ~~to~~ ~~be~~ ~~re-delivered~~ ~~with~~ ~~not~~

70. ~~less~~ ~~than~~ ~~……………………tons~~ ~~and~~ ~~not~~ ~~more~~ ~~than~~ ~~…………..…………..…tons~~. ***See Clause 62.***

71. 4. That the Charterers shall pay for the use and hire of the said Vessel at the rate of…***US***D………… ***daily***

72. ***including overtime, payable 15days in advance to owners nominated bank***~~…………United~~ ~~States~~ ~~Currency~~ ~~per~~

73. ~~ton~~ ~~on~~ ~~vessel’s~~ ~~total~~ ~~deadweight~~ ~~carrying~~ ~~capacity,~~ ~~including~~ ~~bunkers~~ ~~and~~ ~~stores,~~ ~~on~~ ~~….………….summer~~ ~~freeboard,~~

74. ~~per~~ ~~Calendar~~ ~~Month~~, commencing on and from the ***time*** ~~day~~ of her delivery, as aforesaid, and at and after the same

75. rate for any part of a ***day*** ~~month~~; hire to continue until the ***time*** ~~hour~~ of the day of her re-delivery ***GMT to apply both***

76. ***ends*** in like good order and condition, ordinary wear and tear excepted, to the Owners (unless lost)

77. ~~at~~…***on***…………………………………………………………….............................................................................

78. …………………………………………………………………………………………………………………………….

79. ***Dropping Last Outward Sea Pilot one safe port***

80. ***Persian Gulf / Japan range (incase of Persian Gulf, to be passing Muscat outbound),***

81. ***Boston / Bahia Blanca range (including Caribeans / north coast South America / USG),***

82. ***Vancouver / Valparaiso range,***

83. ***Skaw/Cape Passero range (including Mediterranean sea/Black sea but always excluding Adriatic sea/Sea of Azov),***

84. ***Cape Town / Mombasa range***

85. ***Port in Charterers option, at any time day or night Sundays and holidays included.***………………………………..

86. ……………………………………………………………………………………………………………………………

87. unless otherwise mutually agreed. Charterers are to give Owners not less than…***30*** …days ***followed by 20/15/10***

88. ***days notice of approximate redelivery date and intended port threreafter 7/5/3/1 days definite notice of redelivery***

89. ***date and port*** ~~notice~~ ~~of~~ ~~vessels~~ ~~expected~~ ~~date~~ ~~of~~ ~~redelivery,~~ ~~and~~ ~~probable~~ ~~port~~.

90. 5. Payment of said hire to be made ***as per Clause 61*** ~~in~~ ~~New~~ ~~York~~ in cash ***to Owners***’ ***nominated account*** in

91. ~~United~~ ~~States~~ ~~Currency,~~ ~~semi-monthly~~ ***every 15 days*** in advance, and for the last half month or part of same the

92. approximate amount of hire, and should same not cover the actual time, hire is to be paid for the balance day by day,

93. as it becomes due, if so required by Owners, unless bank guarantee or deposit is made by the Charterers, otherwise

94. failing the punctual ***upto expected redelivery time/date*** and regular payment of the hire, or bank guarantee ***or deposit***,

95. or on any breach of this Charter Party, the Owners shall be at liberty to withdraw the vessel from the service of the

96. ~~Charterers,~~ ~~without~~ ~~prejudice~~ ~~to~~ ~~any~~ ~~claim~~ ~~they~~ ~~(the~~ ~~Owners)~~ ~~may~~ ~~otherwise~~ ~~have~~ ~~on~~ ~~the~~ ~~Charterers.~~ ~~Time~~ ~~to~~ ~~count~~

97. ~~from~~ ~~7~~ ~~a.m.~~ ~~on~~ ~~the~~ ~~working~~ ~~day~~ ~~following~~ ~~that~~ ~~on~~ ~~which~~ ~~written~~ ~~notice~~ ~~of~~ ~~readiness~~ ~~has~~ ~~been~~ ~~given~~ ~~to~~ ~~Charterers~~ ~~or~~

98. ~~their~~ ~~Agents~~ ~~before~~ ~~4~~ ~~p.m.,~~ ~~but~~ ~~if~~ ~~required~~ ~~by~~ ~~Charterers,~~ ~~they~~ ~~to~~ ~~have~~ ~~the~~ ~~privilege~~ ~~of~~ ~~using~~ ~~vessel~~ ~~at~~ ~~once,~~ ~~such~~ ~~time~~

99. ~~used~~ ~~to~~ ~~count~~ ~~as~~ ~~hir~~e.

100. Cash for vessel’s ordinary disbursements at any port may be advanced as required by the Captain, ***and/or***

101. ***Owners*** by the Charterers or their Agents, subject to 2 1/2% commission and such advances shall be deducted from

102. the hire. The Charterers, however, shall in no way be responsible for the application of such advances.

103. 6. That the cargo or cargoes be laden and/or discharged in any ***safe*** dock or at any ***safe*** ~~wharf~~ ~~or~~ ~~place~~ ***in safe***

104. ***port or elsewhere or safe place in safe port or elsewhere*** that Charterers or their Agents may direct, provided the

105. vessel can safely lie always afloat at any time of tide, ***NAABSA to apply at Argentina/Brazil/Colombia.***

106. ***See Clause 39*** ~~except~~ ~~at~~ ~~such~~ ~~places~~ ***provided*** where it is customary for similar size vessels to safely lie aground.

107. ~~7.~~ ~~That~~ ~~the~~ ~~whole~~ ~~reach~~ ~~of~~ ~~the~~ ~~Vessel’s~~ ~~Hold,~~ ~~Decks~~, and usual places of loading (not more than she can

108. reasonably stow and carry), also accommodations for Supercargo, if carried, shall be at the Charterers’ disposal,

109. reserving only proper and sufficient space for Ship’s officers, crew, tackle, apparel, furniture, provisions, stores and

110. ~~fuel.~~ ~~Charterers~~ ~~have~~ ~~the~~ ~~privilege~~ ~~of~~ ~~passengers~~ ~~as~~ ~~far~~ ~~as~~ ~~accommodations~~ ~~allow,~~ ~~Charterers~~ ~~paying~~ ~~Owners……per~~

111. ~~day~~ ~~per~~ ~~passenger~~ ~~for~~ ~~accommodations~~ ~~and~~ ~~meals.~~ ~~However,~~ ~~it~~ ~~is~~ ~~agreed~~ ~~that~~ ~~in~~ ~~case~~ ~~any~~ ~~fines~~ ~~or~~ ~~extra~~ ~~expenses~~ ~~are~~

112. ~~incurred~~ ~~in~~ ~~the~~ ~~consequences~~ ~~of~~ ~~the~~ ~~carriage~~ ~~of~~ ~~passengers,~~ ~~Charterers~~ ~~are~~ ~~to~~ ~~bear~~ ~~such~~ ~~risk~~ ~~and~~ ~~expense~~.

113. 8. That the Captain shall prosecute his voyages with the utmost despatch, and shall render all customary

114. assistance with ship’s crew and boats. The Captain (although appointed by the Owners), shall be under the orders and

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115. directions of the Charterers as regards ***vessels*** employment and agency ; and Charterers are to load, stow, and trim,

116. ***secure tally and discharge and lash/unlash and dunnage*** the cargo at their expense under the supervision of the

117. Captain, who is to sign Bills of Lading for cargo as presented, ***strictly*** in conformity with Mate’s or Tally Clerk’s

118. receipts***.***

119. 9. That if the Charterers shall have reason to be dissatisfied with the conduct of the Captain, Officers, or

120. Engineers, the Owners shall on receiving particulars of the complaint, investigate the same, and, if necessary, make a

121. change in the appointments.

122. 10. That the Charterers shall have permission to appoint a Supercargo, who shall accompany the vessel ***at his***

123. ***own risk and standard L.O.I to be signed and lodged with Master on his boarding*** and see that voyages are

124. prosecuted with the utmost despatch. He is to be furnished with free ***and suitable*** accommodation, and same fare as

125. ~~provided~~ ~~for~~ ~~Captain’s~~ ~~table,~~ ~~Charterers~~ ~~paying~~ ~~at~~ ~~the~~ ~~rate~~ ~~of~~ ~~$1.00~~ ***$10.00*** per day. Owners to victual Pilots and

126. Customs Officers, and also, when authorized by Charterers or their Agents, to victual Tally Clerks, Stevedore’s

127. Foreman, etc., Charterers paying ***USD5.00*** ~~at~~ ~~the~~ ~~current~~ ~~rate~~ per meal, for all such for victualling ***all charges for***

128. ***bonded stores consumed to be paid extra by Charterers at actual costs as billed by master.***

129. 11. That the Charterers shall furnish the Captain from time to time with all requisite instructions and sailing

130. directions, in writing, and the Captain shall keep a full and correct Log of the voyage or voyages, which are to be

131. patent to the Charterers or their Agents, and furnish the Charterers, their Agents or Supercargo, when required, with a

132. ~~true~~ ~~copy~~ ~~of~~ ~~daily~~ ~~Log~~s ***deck and engine Logs in English***, showing the course of the vessel and distance run and the

133. consumption of fuel.

134. 12. That the Captain shall use diligence in caring for the ventilation of the cargo. ***Vessel has natural***

135. ***ventilation only***.

136. ~~13.~~ ~~That~~ ~~the~~ ~~Charterers~~ ~~shall~~ ~~have~~ ~~the~~ ~~option~~ ~~of~~ ~~continuing~~ ~~this~~ ~~charter~~ ~~for~~ ~~a~~ ~~further~~ ~~period~~ ~~of~~………………….

137. ……………………………………………………………………….………………………………………..…………..

138. ~~on~~ ~~giving~~ ~~written~~ ~~notice~~ ~~thereof~~ ~~to~~ ~~the~~ ~~Owners~~ ~~or~~ ~~their~~ ~~Agents~~ ~~……………..days~~ ~~previous~~ ~~to~~ ~~the~~ ~~expiration~~ ~~of~~ ~~the~~

139. ~~first-named~~ ~~term,~~ ~~or~~ ~~any~~ ~~declared~~ ~~option~~.

140. 14. That if required by Charterers, time not to commence before… ***0001 hours local time 15th October, 20***… ……….~~and~~ ~~should~~ ~~vessel~~ ~~not~~ ~~have~~ ~~given~~ ~~written~~ ~~notice~~ ~~of~~ ~~readiness~~ ***been delivered*** on or before………………....

141. …..***2400 hours local time 30th October,*** 20…. ~~……but~~ ~~not~~ ~~later~~ ~~than~~ ~~4~~ ~~p.m~~. Charterers or their Agents to have the

142. option of cancelling this Charter at any time not later than the day of vessel’s readiness. ***See Clause 60.***

143. 15. That in the event of the loss of time from deficiency, ***and/or default of officers /crew or deficiency*** of men

144. or stores, fire, breakdown or damages to hull, and machinery or equipment, grounding, detention by average

145. accidents to ship or cargo, dry docking for the purpose of examination or painting bottom or by any other cause

146. preventing the full working of the vessel, the payment of hire shall cease for the ***actual*** time thereby lost.; and if

147. upon the voyage the speed be reduced by defect in or breakdown of any part of her hull, machinery or equipment, the

148. ***actual*** time so lost, and the cost of any extra fuel consumed in consequence thereof, and all extra ***direct related and***

***149. documentary proven*** expenses shall be deducted from the hire. ***Charterers giving credit for any fuel expenses saved***

***150. in consequence of such reduction of speed but in that case same is to be calculated against Chartere***rs’ ***losses.***

151. 16. That should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or

152. being last heard of) shall be returned to the Charterers at once. That act of God, enemies, fire, restraint of Princes,

153. Rulers and People, and all dangers and accidents of the Seas, Rivers, Machinery, Boilers and Steam Navigation, and

154. errors of Navigation throughout this Charter Party, always mutually excepted.

155. The vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in

156. distress, and to deviate for the purpose of saving life and property.

157. 17. That should any dispute arise between Owners and the Charterers, the matter in dispute shall be referred to

158. ***Arbitration in London as per Clause 48*** ~~three~~ ~~persons~~ ~~at~~ ~~New~~ ~~York,~~ ~~one~~ ~~to~~ ~~be~~ ~~appointed~~ ~~by~~ ~~each~~ ~~of~~ ~~the~~ ~~parties~~ ~~hereto~~

159. ~~and~~ ~~the~~ ~~third~~ ~~by~~ ~~the~~ ~~two~~ ~~so~~ ~~chosen~~ ~~;~~ ~~their~~ ~~decision~~ ~~or~~ ~~that~~ ~~of~~ ~~any~~ ~~two~~ ~~of~~ ~~them,~~ ~~shall~~ ~~be~~ ~~final,~~ ~~and~~ ~~for~~ ~~the~~ ~~purpose~~ ~~of~~

160. ~~enforcing~~ ~~any~~ ~~award,~~ ~~this~~ ~~agreement~~ ~~may~~ ~~be~~ ~~made~~ ~~a~~ ~~rule~~ ~~of~~ ~~the~~ ~~Court.~~ ~~The~~ ~~Arbitrators~~ ~~shall~~ ~~be~~ ~~commercial~~ ~~men~~.

161. ***LMAA for claims not exceeding the amount of USD 50,000.***

162. 18. That the Owners shall have a lien upon all cargoes, ***all/any sub-hires*** and/***or*** all/***any*** sub-freights ***and***

163. ***demurrages*** for any amounts due under this Charter, including General Average contributions, and the Charterers to

164. have a lien on the Ship for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be

165. returned at once. Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or

166. their agents, which might have priority over the title and interest of the Owners in the vessel***. Owners also to have a lien over bunkers on board, as well as over any sums due to Time charterers under any sub-charter parties***

167. 19. That all derelicts and salvage shall be for Owners’ and Charterers’ equal benefit after deducting Owners’ and

168. Charterers’ expenses and crew’s proportion. General Average shall be adjusted, stated, and settled, according to

169. ~~Rules~~ ~~1~~ ~~to~~ ~~15,~~ ~~inclusive,~~ ~~17~~ ~~to~~ ~~22,~~ ~~inclusive,~~ ~~and~~ ~~Rules~~ ~~F~~ ~~of~~ ~~York-Antwerp~~ ~~Rules~~ ~~1924~~ ***1994 or any subsequent***

170. ***modification thereof, in London unless another place is agreed in the Charter. Ca***rgo’***s contribution to General***

171. ***Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master,***

172. ***Pilot or Crew***~~,~~ ~~at~~ ~~such~~ ~~port~~ ~~or~~ ~~place~~ ~~in~~ ~~the~~ ~~United~~ ~~States~~ ~~as~~ ~~may~~ ~~be~~ ~~selected~~ ~~by~~ ~~the~~ ~~carrier,~~ ~~and~~ ~~as~~ ~~to~~ ~~matters~~ ~~not~~

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173. ~~provided~~ ~~for~~ ~~by~~ ~~these~~ ~~Rules,~~ ~~according~~ ~~to~~ ~~the~~ ~~laws~~ ~~and~~ ~~usages~~ ~~at~~ ~~the~~ ~~port~~ ~~of~~ ~~New~~ ~~York.~~ ~~In~~ ~~such~~ ~~adjustment~~

174. ~~disbursements~~ ~~in~~ ~~foreign~~ ~~currencies~~ ~~shall~~ ~~be~~ ~~exchanged~~ ~~into~~ ~~United~~ ~~States~~ ~~money~~ ~~at~~ ~~the~~ ~~rate~~ ~~prevailing~~ ~~on~~ ~~the~~ ~~dates~~

175. ~~made~~ ~~and~~ ~~allowances~~ ~~for~~ ~~damage~~ ~~to~~ ~~cargo~~ ~~claimed~~ ~~in~~ ~~foreign~~ ~~currency~~ ~~shall~~ ~~be~~ ~~converted~~ ~~at~~ ~~the~~ ~~rate~~ ~~prevailing~~ ~~on~~ ~~the~~

176. ~~last~~ ~~day~~ ~~of~~ ~~discharge~~ ~~at~~ ~~the~~ ~~port~~ ~~or~~ ~~place~~ ~~of~~ ~~final~~ ~~discharge~~ ~~of~~ ~~such~~ ~~damaged~~ ~~cargo~~ ~~from~~ ~~the~~ ~~ship.~~ ~~Average~~ ~~agreement~~

177. ~~or~~ ~~bond~~ ~~and~~ ~~such~~ ~~additional~~ ~~security,~~ ~~as~~ ~~may~~ ~~be~~ ~~required~~ ~~by~~ ~~the~~ ~~carrier,~~ ~~must~~ ~~be~~ ~~furnished~~ ~~before~~ ~~delivery~~ ~~of~~ ~~the~~

178. ~~goods.~~ ~~Such~~ ~~cash~~ ~~deposit~~ ~~as~~ ~~the~~ ~~carrier~~ ~~or~~ ~~his~~ ~~agents~~ ~~may~~ ~~deem~~ ~~sufficient~~ ~~as~~ ~~additional~~ ~~security~~ ~~for~~ ~~the~~ ~~contribution~~

179. ~~of~~ ~~the~~ ~~goods~~ ~~and~~ ~~for~~ ~~any~~ ~~salvage~~ ~~and~~ ~~special~~ ~~charges~~ ~~thereon,~~ ~~shall,~~ ~~if~~ ~~required,~~ ~~be~~ ~~made~~ ~~by~~ ~~the~~ ~~goods,~~ ~~shippers,~~

180. ~~consignees~~ ~~or~~ ~~owners~~ ~~of~~ ~~the~~ ~~goods~~ ~~to~~ ~~the~~ ~~carrier~~ ~~before~~ ~~delivery.~~ ~~Such~~ ~~deposit~~ ~~shall,~~ ~~at~~ ~~the~~ ~~option~~ ~~of~~ ~~the~~ ~~carrier,~~ ~~be~~

181. ~~payable~~ ~~in~~ ~~United~~ ~~States~~ ~~money~~ ~~and~~ ~~be~~ ~~remitted~~ ~~to~~ ~~the~~ ~~adjuster.~~ ~~When~~ ~~so~~ ~~remitted~~ ~~the~~ ~~deposit~~ ~~shall~~ ~~be~~ ~~held~~ ~~in~~ ~~a~~

182. ~~special~~ ~~account~~ ~~at~~ ~~the~~ ~~place~~ ~~of~~ ~~adjustment~~ ~~in~~ ~~the~~ ~~name~~ ~~of~~ ~~the~~ ~~adjuster~~ ~~pending~~ ~~settlement~~ ~~of~~ ~~the~~ ~~General~~ ~~Average~~ ~~and~~

183. ~~refunds~~ ~~or~~ ~~credit~~ ~~balances,~~ ~~if~~ ~~any,~~ ~~shall~~ ~~be~~ ~~paid~~ ~~in~~ ~~United~~ ~~States~~ ~~money.~~

184. ~~In~~ ~~the~~ ~~event~~ ~~of~~ ~~accident,~~ ~~danger,~~ ~~damage,~~ ~~or~~ ~~disaster,~~ ~~before~~ ~~or~~ ~~after~~ ~~commencement~~ ~~of~~ ~~the~~ ~~voyage~~ ~~resulting~~

185. ~~from~~ ~~any~~ ~~cause~~ ~~whatsoever,~~ ~~whether~~ ~~due~~ ~~to~~ ~~negligence~~ ~~or~~ ~~not,~~ ~~for~~ ~~which,~~ ~~or~~ ~~for~~ ~~the~~ ~~consequence~~ ~~of~~ ~~which,~~ ~~the~~ ~~carrier~~

186. ~~is~~ ~~not~~ ~~responsible,~~ ~~by~~ ~~statute,~~ ~~contract,~~ ~~or~~ ~~otherwise,~~ ~~the~~ ~~goods,~~ ~~the~~ ~~shipper~~ ~~and~~ ~~the~~ ~~consignee,~~ ~~jointly~~ ~~and~~ ~~severally,~~

187. ~~shall~~ ~~contribute~~ ~~with~~ ~~the~~ ~~carrier~~ ~~in~~ ~~general~~ ~~average~~ ~~to~~ ~~the~~ ~~payment~~ ~~of~~ ~~any~~ ~~sacrifices,~~ ~~losses,~~ ~~or~~ ~~expenses~~ ~~of~~ ~~a~~ ~~general~~

188. ~~average~~ ~~nature~~ ~~that~~ ~~may~~ ~~be~~ ~~made~~ ~~or~~ ~~incurred,~~ ~~and~~ ~~shall~~ ~~pay~~ ~~salvage~~ ~~and~~ ~~special~~ ~~charges~~ ~~incurred~~ ~~in~~ ~~respect~~ ~~of~~ ~~the~~

189. ~~goods.~~ ~~If~~ ~~a~~ ~~salving~~ ~~ship~~ ~~is~~ ~~owned~~ ~~or~~ ~~operated~~ ~~by~~ ~~the~~ ~~carrier,~~ ~~salvage~~ ~~shall~~ ~~be~~ ~~paid~~ ~~for~~ ~~as~~ ~~fully~~ ~~and~~ ~~in~~ ~~the~~ ~~same~~

190. ~~manner~~ ~~as~~ ~~if~~ ~~such~~ ~~salving~~ ~~ship~~ ~~or~~ ~~ships~~ ~~belonged~~ ~~to~~ ~~strangers~~.

191. ***It is understood that the charter hire is not to be contributed to General Average.***

192. Provisions as to General Average in accordance with the above are to be included in all bills of lading issued

193. hereunder.

194. ~~20.~~ ~~Fuel~~ ~~used~~ ~~by~~ ~~the~~ ~~vessel~~ ~~while~~ ~~off-hire,~~ ~~also~~ ~~for~~ ~~cooking,~~ ~~condensing~~ ~~water,~~ ~~or~~ ~~for~~ ~~grates~~ ~~and~~ ~~stoves~~ to be

195. agreed to as to quantity, and the cost of replacing same, to be allowed by Owners.

196. ~~21.~~ ~~That~~ ~~as~~ ~~the~~ ~~vessel~~ ~~may~~ ~~be~~ ~~from~~ ~~time~~ ~~to~~ ~~time~~ ~~employed~~ ~~in~~ ~~tropical~~ ~~waters~~ ~~during~~ ~~the~~ ~~term~~ ~~of~~ ~~this~~ ~~Charter,~~

197. ~~Vessel~~ ~~is~~ ~~to~~ ~~be~~ ~~docked~~ ~~at~~ ~~a~~ ~~convenient~~ ~~place,~~ ~~bottom~~ ~~cleaned~~ ~~and~~ ~~painted~~ ~~whenever~~ ~~Charterers~~ ~~and~~ ~~Captain~~ ~~think~~

198. ~~necessary,~~ ~~at~~ ~~least~~ ~~once~~ ~~in~~ ~~every~~ ~~six~~ ~~months,~~ ~~reckoning~~ ~~from~~ ~~time~~ ~~of~~ ~~last~~ ~~painting,~~ ~~and~~ ~~payment~~ ~~of~~ ~~the~~ ~~hire~~ ~~to~~ ~~be~~

199. ~~suspended~~ ~~until~~ ~~she~~ ~~is~~ ~~again~~ ~~in~~ ~~proper~~ ~~state~~ ~~for~~ ~~the~~ ~~service~~.

200. 22. Owners shall maintain the gear of the ship as fitted, providing gear (for all ***cranes and power*** ~~derricks~~)

201. ~~capable~~ ~~of~~ ~~handling~~ ~~lifts~~ ~~up~~ ~~to~~ ***in accordance with description clause*** ~~three~~ ~~tons~~, also providing ropes, falls, slings

202. and blocks ***as onboard***. If vessel is fitted with ***cranes*** ~~derricks~~ capable of handling heavier lifts, Owners are to

203. provide necessary gear for same, otherwise equipment and gear for heavier lifts shall be for Charterers’ account.

204. Owners also to provide on the vessel ***sufficient lights as on board*** ~~lanterns~~ ~~and~~ ~~oil~~ ~~for~~ ~~night~~ ~~work,~~ ~~and~~ ~~vessel~~ ~~to~~ ~~give~~

205. ~~use~~ ~~of~~ ~~electric~~ ~~light~~ ~~when~~ ~~so~~ ~~fitted,~~ ~~but~~ ~~any~~ ~~additional~~ ~~lights~~ ~~over~~ ~~those~~ ~~on~~ ~~board~~ ~~to~~ ~~be~~ ~~at~~ ~~Charterers’~~ ~~expense~~***~~.~~*** The

206. Charterers to have the use of any gear on board the vessel.

207. ~~23.~~ ~~Vessel~~ ~~to~~ ~~work~~ ~~night~~ ~~and~~ ~~day,~~ ~~if~~ ~~required~~ ~~by~~ ~~Charterers,~~ ~~and~~ ~~all~~ ~~winches~~ ~~to~~ ~~be~~ ~~at~~ ~~Charterers’~~ ~~disposal~~ ~~during~~

208. ~~loading~~ ~~and~~ ~~discharging~~ ~~;steamer~~ ~~to~~ ~~provide~~ ~~one~~ ~~winchman~~ ~~per~~ ~~hatch~~ ~~to~~ ~~work~~ ~~winches~~ ~~day~~ ~~and~~ ~~night,~~ ~~as~~ ~~required,~~

209. ~~Charterers~~ ~~agreeing~~ ~~to~~ ~~pay~~ ~~officers,~~ ~~engineers,~~ ~~winchmen,~~ ~~deck~~ ~~hands~~ ~~and~~ ~~donkeymen~~ ~~for~~ ~~overtime~~ ~~work~~ ~~done~~ ~~in~~

210. ~~accordance~~ ~~with~~ ~~the~~ ~~working~~ ~~hours~~ ~~and~~ ~~rates~~ ~~stated~~ ~~in~~ ~~the~~ ~~ship’s~~ ~~articles.~~ ~~If~~ ~~the~~ ~~rules~~ ~~of~~ ~~the~~ ~~port,~~ ~~or~~ ~~labor~~ ~~unions,~~

211. ~~prevent~~ ~~crew~~ ~~from~~ ~~driving~~ ~~winches,~~ ~~shore~~ ~~Winchmen~~ ~~to~~ ~~be~~ ~~paid~~ ~~by~~ ~~Charterers.~~ ~~In~~ ~~the~~ ~~event~~ ~~of~~ ~~a~~ ~~disabled~~ ~~winch~~ ~~or~~

212. ~~winches,~~ ~~or~~ ~~insufficient~~ ~~power~~ ~~to~~ ~~operate~~ ~~winches,~~ ~~Owners~~ ~~to~~ ~~pay~~ ~~for~~ ~~shore~~ ~~engine,~~ ~~or~~ ~~engines,~~ ~~in~~ ~~lieu~~ ~~thereof,~~ ~~if~~

213. ~~required,~~ ~~and~~ ~~pay~~ ~~any~~ ~~loss~~ ~~of~~ ~~time~~ ~~occasioned~~ ~~thereby~~.

214. ~~24.~~ ~~It~~ ~~is~~ ~~also~~ ~~mutually~~ ~~agreed~~ ~~that~~ ~~this~~ ~~Charter~~ ~~is~~ ~~subject~~ ~~to~~ ~~all~~ ~~the~~ ~~terms~~ ~~and~~ ~~provisions~~ ~~of~~ ~~and~~ ~~all~~ ~~the~~ ~~exemptions~~

215. ~~from~~ ~~liability~~ ~~contained~~ ~~in~~ ~~the~~ ~~Act~~ ~~of~~ ~~Congress~~ ~~of~~ ~~the~~ ~~United~~ ~~States~~ ~~approved~~ ~~on~~ ~~the~~ ~~13th~~ ~~day~~ ~~of~~ ~~February,~~ ~~1893,~~ ~~and~~

216. ~~entitled~~ ~~“~~ ~~An~~ ~~Act~~ ~~relating~~ ~~to~~ ~~Navigation~~ ~~of~~ ~~Vessels,~~ ~~etc.”~~ ~~in~~ ~~respect~~ ~~of~~ ~~all~~ ~~cargo~~ ~~shipped~~ ~~under~~ ~~this~~ ~~charter~~ ~~to~~ ~~or~~ ~~from~~

217. ~~the~~ ~~United~~ ~~States~~ ~~of~~ ~~America.~~ ~~It~~ ~~is~~ ~~further~~ ~~subject~~ ~~to~~ ~~the~~ ~~following~~ ~~clauses,~~ ~~both~~ ~~of~~ ~~which~~ ~~are~~ ~~to~~ ~~be~~ ~~included~~ ~~in~~ ~~all~~

218. ~~bills~~ ~~of~~ ~~lading~~ ~~issued~~ ~~hereunder~~ :

219. ~~U.S.A.~~ ~~Clause~~ ~~Paramoun~~t

220. ~~This~~ ~~bill~~ ~~of~~ ~~lading~~ ~~shall~~ ~~have~~ ~~effect~~ ~~subject~~ ~~to~~ ~~the~~ ~~provisions~~ ~~of~~ ~~the~~ ~~Carriage~~ ~~of~~ ~~Goods~~ ~~by~~ ~~Sea~~ ~~Act~~ ~~of~~ ~~the~~ ~~United~~

221. ~~States~~ ~~approved~~ ~~April~~ ~~16,~~ ~~1936,~~ ~~which~~ ~~shall~~ ~~be~~ ~~deemed~~ ~~to~~ ~~be~~ ~~incorporated~~ ~~herein,~~ ~~and~~ ~~nothing~~ ~~herein~~ ~~contained~~

222. ~~shall~~ ~~be~~ ~~deemed~~ ~~a~~ ~~surrender~~ ~~by~~ ~~the~~ ~~carrier~~ ~~of~~ ~~any~~ ~~of~~ ~~its~~ ~~rights~~ ~~or~~ ~~immunities~~ ~~or~~ ~~an~~ ~~increase~~ ~~of~~ ~~any~~ ~~of~~ ~~its~~

223. ~~responsibilities~~ ~~or~~ ~~liabilities~~ ~~under~~ ~~said~~ ~~Act.~~ ~~If~~ ~~any~~ ~~term~~ ~~of~~ ~~this~~ ~~bill~~ ~~of~~ ~~lading~~ ~~be~~ ~~repugnant~~ ~~to~~ ~~said~~ ~~Act~~ ~~to~~ ~~any~~

224. ~~extent,~~ ~~such~~ ~~term~~ ~~shall~~ ~~be~~ ~~void~~ ~~to~~ ~~that~~ ~~extent,~~ ~~but~~ ~~no~~ ~~further.~~

225. ~~Both-to-Blame~~ ~~Collision~~ ~~Clause~~

226. ~~If~~ ~~the~~ ~~ship~~ ~~comes~~ ~~into~~ ~~collision~~ ~~with~~ ~~another~~ ~~ship~~ ~~as~~ ~~a~~ ~~result~~ ~~of~~ ~~the~~ ~~negligence~~ ~~of~~ ~~the~~ ~~other~~ ~~ship~~ ~~and~~ ~~any~~ ~~act,~~

227. ~~neglect~~ ~~or~~ ~~default~~ ~~of~~ ~~the~~ ~~Master,~~ ~~mariner,~~ ~~pilot~~ ~~or~~ ~~the~~ ~~servants~~ ~~of~~ ~~the~~ ~~Carrier~~ ~~in~~ ~~the~~ ~~navigation~~ ~~or~~ ~~in~~ ~~the~~

228. ~~management~~ ~~of~~ ~~the~~ ~~ship,~~ ~~the~~ ~~owners~~ ~~of~~ ~~the~~ ~~goods~~ ~~carried~~ ~~hereunder~~ ~~will~~ ~~indemnify~~ ~~the~~ ~~Carrier~~ ~~against~~ ~~all~~ ~~loss~~ ~~or~~

229. ~~liability~~ ~~to~~ ~~the~~ ~~other~~ ~~or~~ ~~non-carrying~~ ~~ship~~ ~~or~~ ~~her~~ ~~owners~~ ~~in~~ ~~so~~ ~~far~~ ~~as~~ ~~such~~ ~~loss~~ ~~or~~ ~~liability~~ ~~represents~~ ~~loss~~ ~~of,~~ ~~or~~

230. ~~damage~~ ~~to,~~ ~~or~~ ~~any~~ ~~claim~~ ~~whatsoever~~ ~~of~~ ~~the~~ ~~owners~~ ~~of~~ ~~said~~ ~~goods,~~ ~~paid~~ ~~or~~ ~~payable~~ ~~by~~ ~~the~~ ~~other~~ ~~or~~ ~~non-carrying~~

231. ~~ship~~ ~~or~~ ~~her~~ ~~owners~~ ~~to~~ ~~the~~ ~~owners~~ ~~of~~ ~~said~~ ~~goods~~ ~~and~~ ~~set~~ ~~off,~~ ~~recouped~~ ~~or~~ ~~recovered~~ ~~by~~ ~~the~~ ~~other~~ ~~or~~ ~~non-carrying~~

232. ~~ship~~ ~~or~~ ~~her~~ ~~owners~~ ~~as~~ ~~part~~ ~~of~~ ~~their~~ ~~claim~~ ~~against~~ ~~the~~ ~~carrying~~ ~~ship~~ ~~or~~ ~~carrier~~.

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233. 25. The vessel shall not be required to enter any ice-bound port, or any port where lights or light-ships have

234. been or are about to be with-drawn by reason of ice, or where there is risk that in the ordinary course of things the

235. vessel will not be able on account of ice to safely enter the port or to get out after having completed loading or

*236.* discharging*.* ***Vessel not to force Ice and to follow Ice breakers.***

237. 26. Nothing herein stated is to be construed as a demise of the vessel to the Time Charterers. The Owners to

238. remain responsible for the navigation of the vessel, ***acts of pilots and tugboats***, insurance, crew, and all other matters,

239. same as when trading for their own account.

240. 27. A commission of ………………… ~~2~~ ~~1/2~~ per cent is payable by the Vessel and Owners to ………

241. ..…….….…………. on hire earned and paid under this Charter, and also upon any

242. continuation or extension of this Charter.

243. ~~28.~~ ~~An~~ ~~address~~ ~~commission~~ ~~of~~ ~~……………………2~~ ~~1/2~~ per cent payable to…. ***Charterers*** …..on the hire earned and paid under this Charter.

***Additional Rider Clauses 29 to 101, to be deemed part of and incorporated in this Charter Party.***

**Owners Charterers**

**------------------------------------------------ ----------------------------------------------------**

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**RIDER CLAUSES TO** ………. **CHARTER PARTY DATED** …………………



**Clause 29** – **Shore Watchman**

Shore watchman or watchmen to be for owners’ account if requested only by Owners/Master. However, if such shore watchman (men) to be used or employed by reason of cargo, or if required by port authorities, then cost of shore watchman (men) to be for Charterers’ account. Compulsory watchman (men) to be for Charterers’ account. Shore watchman (men) and/or gangway watchman (men) in calling U.S.A Ports shall always to be for Charterers account.

**Clause 30**

All negotiations and eventual fixture to be kept private and confidential.

**Clause 31** – **Certificates / Vaccinations**

Owners are obliged to deliver and keep the vessel, her crew and anything pertaining hereto supplied with up-to-date and complete certificates and approvals and equipment and fittings, enabling the vessel and her crew to load, carry and discharge all cargoes permitted under this Charter Party, and bunker within the trading limits of this Charter Party.

It is the responsibility of the master and the owners to arrange for any vaccination required at ports of call and to keep on board corresponding valid certificates, failing this, any time lost and all extra expenses to be for owners’ account, and may be deducted from the hire.

**Clause 32** – **Tonnage certificates**

Upon delivery, the vessel shall have on board tonnage certificate, valid for the duration of this charter party, and such tonnage certificate shall comply with current requirements of ports of call within the trading limits of this Charter Party.

**Clause 33** – **ITF / Flag Restrictions**

Owners warrant that the officers and crew of the Vessel are covered for the duration of this charter party by an I.T.F. agreement acceptable world wide within trading limits or equivalent agreement. Loss of time as a result of non-compliance shall be considered as off-hire.

In the event of loss of time, delay of impossibility of or restriction on the full working of the vessel resulting from any action that may be taken against the ship by third party on grounds due to or connected with the country of registration of the ship, the flag flown by the ship, and the condition upon which the crew of the ship is engaged and employed by the owners. The owners are to remain responsible for the above mentioned action, loss of time, delay or impossibility of or restriction of working, and any time loss consequently upon the above mentioned action by third parties, shall be considered as off-hire and to be deducted from the hire, and any extra expenses resulting directly from such action shall be payable and paid for by the Owners, or in Charterers’ option, shall be deducted from the hire.

Owners warrant that the vessel, to the best of their knowledge, is not blacklisted by any country within the trading limits of this charter party, on the date of this Charter Party.

**Clause 34** – **Oil Pollution**

Financial responsibility in respect of pollution 1. Owners warrant that throughout the currency of this charter they will provide the vessel with the following certificates:

(a) If the vessel is over 1,000 gross tons and is registered in, or is required to enter a port or offshore facility in the territorial sea of, a State Party to the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a Certificate issued pursuant to Article 7 of that Convention.

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**RIDER CLAUSES TO** ………. **CHARTER PARTY DATED** …………………



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

2. Notwithstanding anything whether printed or typed herein to the contrary, (a) save as required for compliance with paragraph (1) hereof, owners shall not be required to establish or maintain financial security or responsibility in respect of oil or other pollution damage to enable the vessel lawfully to enter, remain in or leave any port, place, territorial or contiguous waters of any country, state or territory in performance of this charter. (b) Charterers shall indemnify owners and hold them harmless in respect of any loss, damage, liability or expense (including but not limited to the costs of any delay incurred by the vessel as a result of any failure by the charterers promptly to give alternative voyage orders) whatsoever and howsoever arising which owners may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (1) hereof. (c) Owners shall not be liable for any loss, damage, liability or expense whatsoever and howsoever arising which charterers and/or the holders of any bill of lading issued pursuant to this charter may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (1) hereof.

3. Charterers warrant that the terms of this clause will be incorporated effectively into any bill of lading issued pursuant to this charter.

**Clause 35** – **P N I Club / Cargo Claims**

The Owners guarantee that the vessel shall be fully covered by a Protection and Indemnity Club. The Charterers have the benefit of Owners’ granted by the Protection and Indemnity Club as far as the rules permit. Charterers warrant that they are entered with…………………for full Charterers’ liability to vessel and cargo throughout the currency of this Time Charter.

Any liabilities to third parties for cargo claims shall be borne by Owners and Time Charterers in accordance with the Inter-club N.Y.P.E. Agreement 1996(as amended September 2011) and any subsequent amendments thereto.

**Clause 36** – **Liability Insurance**

The Charterers shall not be responsible for loss of life, nor personal injury, nor arrest or seizure or loss or damage to the vessel and/or other objects arising from perils insured against by customary policies of insurance, unless caused by the neglect or default of the Charterers and/or their servants and/or their agents.

**Clause 37** – **Lay-Up / return insurance**

The charterers shall have the right to order the lay-up of the vessel at any time and for any period of time, at a safe berth or anchorage, and in the event of any such lay-up, the owners shall promptly take steps to effect all the economies in operation costs, including insurance, which may be possible and give one month notice on any credit to Charterers in respect of all such economies. At the request of the Charterers, the owners shall, at any time, furnish an estimate of the economies which would be possible in the event of a lay-up of the vessel. The Charterers to have the benefit of any return

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**RIDER CLAUSES TO** ………. **CHARTER PARTY DATED** …………………



insurance premium received by the Owners from their underwriters if any as long as rules permitted, as and when received by reason of the vessel being in port for minimum thirty (30) days, provided the vessel is on hire.

**Clause 38** – **BIMCO Hull Fouling Clause for Time Charter Parties**

(a) If, in accordance with Charterers’ orders, the Vessel remains at or shifts within a place, anchorage and/or berth for an aggregated period exceeding:

(i) a period as the parties may agree in writing in a Tropical Zone or Seasonal Tropical Zone\*; or (ii) a period as the parties may agree in writing outside such Zones\*

any warranties concerning speed and consumption shall be suspended pending inspection of the Vessel’s underwater parts including, but not limited to, the hull, sea chests, rudder and propeller.

\* If no such periods are agreed the default periods shall be 15 days.

(b) In accordance with sub-clause (a), either party may call for inspection which shall be arranged jointly by Owners and Charterers and undertaken at Charterers’ risk, cost, expense and time.

(c) If, as a result of the inspection either party calls for cleaning of any of the underwater parts, such cleaning shall be undertaken by the Charterers at their risk, cost, expense and time in consultation with the Owners.

(i) Cleaning shall always be under the supervision of the Master and, in respect of the underwater hull coating, in accordance with the paint manufacturers’ recommended guidelines on cleaning, if any. Such cleaning shall be carried out without damage to the Vessel’s underwater parts or coating.

(ii) If, at the port or place of inspection, cleaning as required under this Sub-clause (c) is not permitted or possible, or if Charterers choose to postpone cleaning, speed and consumption warranties shall remain suspended until such cleaning has been completed.

(iii) If, despite the availability of suitable facilities and equipment, Owners nevertheless refuse to permit cleaning, the speed and consumption warranties shall be reinstated from the time of such refusal.

(d) Cleaning in accordance with this clause shall always be carried out prior to redelivery. If, nevertheless, Charterers are prevented from carrying out such cleaning, the parties shall, prior to but latest on redelivery, agree a lump sum payment in full and final settlement of Owners’ costs and expenses arising as a result of or in connection with the need for cleaning pursuant to this clause.

(e) If the time limits set out in Sub-clause (a) have been exceeded but the Charterers thereafter demonstrate that the Vessel’s performance remains within the limits of this Charter Party the vessel’s speed and consumption warranties will be subsequently reinstated and the charterers’ obligations in respect of inspection and/or cleaning shall no longer be applicable.

**Clause 39** – **NAABSA**

Charterers have the option to trade vessel in Argentina/Brazil/Colombia where vessels of similar size customarily lie and safely aground. Owners have option to arrange inspection of vessel's bottom and underwater parts by diver and/or class surveyor at a convenient port if vessel has touched bottom at the NAABSA port. If any damage is found to vessel’s bottom or underwater part, any extra time incurred and expenses for such inspection shall be for Charterers’ account. If no damage is found to vessel's bottom or underwater part, any extra time incurred and expenses for such inspection shall shared equally between Owners and Charterers.

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**RIDER CLAUSES TO** ………. **CHARTER PARTY DATED** …………………



**Clause 40** – **Trading Exclusions**

Trading to be world wide between safe port(s), safe berth(s) and safe anchorage(s) and places, always safely afloat, always within Institute Warranty Limits, always within war risk trading warranties and excluding war and warlike zones which declared by Owners’ war risk underwriters from time to time and countries which time to time may be excluded by governing authority of the vessel’s flag, and always excluding the following countries ;-

Nicaragua, El Salvador, Honduras, Haiti, Cuba, Orinoco river and Magdalena river in Venezuela, Angola including Cabinda, Eritrea, Somalia, Kenya, Tanzania, Comoros, Nigeria, Guinea, Tunisia, Libya(including Gulf of Sidra/Sirte), Zaire, Liberia, Etiopia, Sierra Leone, Namibia, Israel, Turkish occupied Cyprus, Lebanon, Syria, Iran, Iraq, Yemen(North and South), Former Yugoslavia but Slovenia and Croatia allowed, Albania, Serbia, Montenegro, Georgia including Abkhazia, Sea of Azov, Russia Pacific Ports(C.I.S Pacific Ports), Ports where threat of “Asian Gipsy Moth Exists”, North Korea, Papua, Laos, Burma, Sweden, Finland, Denmark, Sri Lanka but Colombo allowed, Sudan, Vanino, Alaska, Cambodia, Great Lakes, Any area(s) and/or countries banned and boycotted by the U.N and/or USA and/or EU embargoed.

Vessel not to trade or do passage directly between PEOPLE’S REPUBLIC OF CHINA and TAIWAN and vice versa.

Vessel not to be employed for more than 2 (two) voyages at a time in any trade(s) where steaming at Charter Party speed between ports/places is less than 8 (eight) days, and not to be employed on INDIAN or AUSTRALIAN coastal trading and/or inter PERSIAN GULF/ARABIAN GULF/GULF OF OMAN trading.

Vessel not to trade in Ice

Ports where threat of “Asian Gipsy Moth Exists” are allowed provided charterers shall conduct survey to determine if vessel is infected by the Asian Gypsy Moth at the end of each call with charterers time/expenses. Any direct/indirect cost including but not limited to obtaining Asian Gypsy Moth free survey/certificate by the appropriate authorities to be for charterers account and also charterers are responsible for all costs/loss of time/any consequences arising from the fact that vessel’s calling at ports where threat of Asian Gypsy Moth Exists during this charter periods. Vessel to remain on hire throughout.

**Clause 41** – **Cargo Exclusions**

Vessel can be employed in carrying lawful merchandise cargoes but always excluding cargoes restricted by as follows:-

Antiques, art objects and curios, Ashes, Automobiles or cars or trucks or lorries or any other vehicles, Banknotes or other forms of currency, Bonds or other negotiable instruments, Bullion, Calcium nitrate, Calcium oxychloride, Corrosives, Stones or other objects of a rare or precious nature, Stone blocks, Aggregate, Livestock, Injurious and/or inflammable and/or dangerous goods, Listed cargo in the IMO blue books (IMDG code), Arms, Arms and war materials, Ammunitions, Nuclear materials and waste, Radio isotopes, Radioactive materials and wastes, Explosives, Black powders, Blasting caps, Detonators, Bombs, Dynamite, TNT, Hazardous cargoes, Hides, Coffee, Cocoa, Niger seeds, All kind of seed cakes, Manioc and manioc pellets, Copra, Copra products, Sunflowers seed expellers, PKE(Palm kernel expellers), PNS(Palm nut shells), Oil cakes, Macoya expellers, Macoya pellets, Cotton, Quebracho, Pyrites, Granite, Asbestos, Zinc, Charcoal, Pond coal, Indian coals, Indian coke, Sludge ore, Chrome ore, Pitch in bulk(incl. Pencil pitch), Bauxite, Ferro silicon, Concentrates, Iron ore fines, Iron pellets, Nickel ore, Sponge iron, Direct reduced iron ore and its products, Pig iron, Hot briquetted iron(HBI), Hot moulded briquettes, Ammonia, Ammonium nitrate, Ammonium sulphate, Calcium hypochlorite, Calcium carbide, Sodium sulphate in bulk, Harmful and corrosive fertilizers, Chilean nitrate, Soda ash, Potash in bulk, Ashes, Creosoted goods, Acids, Technical urea, Resin, Caustic soda, Borax, Clay, Bagged cargoes incl Bag rice, Fishmeal, Salt, Sulphur, Petcoke, Cement

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**RIDER CLAUSES TO** ………. **CHARTER PARTY DATED** …………………



clinker, Bulk cement, Lime, Salt cake, Slurry, Turpentine, All kind of Sand, All kind of Log, Naphta, Tar and its products, Petroleum and its products, Asphalt, Bitumen, Milled rice, Mobile homes, Motor vehicles, Yachts, Bones and bone meals, Containers, Metal borings and cuttings, Motor spirits, All kind of Scrap including motor blocks and turnings, Any cargoes embargoes by the United Nations.

The vessel is not allowed to sail with any hold loaded to less than 10% of the hold’s maximum allowable cargo weight when in the full load condition

All fertilizers, constituents of fertilizers and fertilizer products that have AUSTRALIA as their immediate and/or ultimate destination are always excluded.

No California block stowage allowed when loading steel slabs.

Irrespective of what is mentioned above, Charterers are allowed to carry max ……… cargoes total during this charter periods of the following commodities ;-

1) Max 1 cargoes of Salt

2) Max 1 cargoes of Sulphur (except Sulphur UN 1350)

3) Max 1 cargoes of Petcoke

4) Max 2 cargoes of Shredded scrap/HMS 1+2 (Not 2 each)

5) Max 2 cargoes of Bulk cement/Cement clinker (Not 2 each)

6) Max 1 cargoes of Ammonium Sulphate (Fertilizer grade only)

Charterers not to carry above Salt / Sulphur / Petcoke / Scrap / Bulk Cement / Cement clinker / Ammonium Sulphate cargoes on consecutive voyage and none of the above cargoes to be carried as last 2 (Two) voyage prior to redelivery.

**Solid Bulk Cargoes that Can Liquefy Clause for Charter Parties**

(a) The Charterers shall ensure that all solid bulk cargoes to be carried under this Charter Party are presented for carriage and loaded always in compliance with applicable international regulations, including the International Maritime Solid Bulk Cargoes (IMSBC) Code 2009 (as may be amended from time to time and including any recommendations approved and agreed by the IMO).

(b) If the cargo is a solid bulk cargo that may liquefy, the Charterers shall prior to the commencement of loading provide the ship’s Master, or his representative, with all information and documentation in accordance with the IMSBC Code, including but not limited to a certificate of the Transportable Moisture Limit (TML), and a certificate or declaration of the moisture content, both signed by the shipper.

(c) The Owners shall have the right to take samples of cargo prior to loading and, at Charterers’ request, samples to be taken jointly, testing of such cargo samples shall be conducted jointly between Charterers and Owners by an independent laboratory that is to be nominated by Owners. Sampling and testing shall be at the Charterers’ risk, cost, expense and time. The Master or Owners’ representative shall at all times be permitted unrestricted and unimpeded access to cargo for sampling and testing purposes. If the Master, in his sole discretion using reasonable judgement, considers there is a risk arising out of or in connection with the cargo (including but not limited to the risk of liquefaction) which could jeopardise the safety of the crew, the Vessel or the cargo on the voyage, he shall have the right to refuse to accept the cargo or, if already loaded, refuse to sail from the loading port or place. The Master shall have the right to require the Charterers to make safe the cargo prior to loading or, if already loaded, to offload the cargo and replace it with a cargo acceptable to the Master, all at the Charterers’ risk, cost, expense and time. The exercise by the Master of the aforesaid rights shall not be a breach of this Charter Party.

(d) Notwithstanding anything else contained in this Charter Party, all loss, damage, delay, expenses, costs and liabilities whatsoever arising out of or related to complying with, or resulting from failure to comply with, such regulations or with Charterers’ obligations hereunder shall be for the Charterers’

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account. The Charterers shall indemnify the Owners against any and all claims whatsoever against the Owners arising out of the Owners complying with the Charterers’ instructions to load the agreed cargo.

(e) This Clause shall be without prejudice to the Charterers’ obligations under this Charter Party to provide a safe cargo. In relation to loading, anything done or not done by the Master or the Owners in compliance with this Clause shall not amount to a waiver of any rights of the Owners.

**Protective clauses**

**Pet Coke Loading ;-**

Petroleum coke mentioned herein is only limited to the type of non-hazardous/non oily/non dangerous green delayed and/or calcined type (needle/uncalcined always excluded). If charterers exercise such option, charterers endeavour to use the fewest holds possible, provided vessel's stability trim and stress permit but not first cargo from delivery and/or dry-dock. Such cargo to be loaded/stowed/trimmed/disc harged strictly in accordance with the latest IMO and/or any other latest regulations/rules applicable to such cargo.

After discharge charterers to arrange at their expense/time for any additional/special wash down of holds carrying such cargo by chemicals upto entire satisfaction of owners/master that all oily residues has been removed. Any additional chemicals/fresh water be required by master to be at charterers account.

**Sulphur/Salt loading ;-**

Charterers undertake to use holds as less as possible provided vessel’s stability trim, stress permitting but not first cargo from delivery and/or dry-dock subject the following limewash clause:

Charterers to arrange lime washing the vessel’s cargo holds at their time, risk and expenses prior loading, also to wash down cargo holds with fresh water after completion of discharge so that cleaning of cargo holds/removal of all cargo residues and limes upto entire satisfaction of Owners/Master at Charterers time, risk and expenses. Should any chemicals/additional fresh water be required by master for cleaning holds after discharging, Same to be arranged by Charterers at charterers’ time, risk and expenses. After discharging of such cargo, the charterers are responsible for cargo holds and the vessel’s other parts or facilities (as may be required due to the carriage of such cargo) being water washed and cleaned upto owners/master’s satisfaction, all at the charterer’s time, risk and expenses.

Hold-Block Clause for Salt and Sulphur

In case of loading salt or sulphur – instead of lime washing – in Owners’ option. Charterers to arrange at their time, risk and expense, shore labour to conduct holdblock-ap solution. Holdblock-ap solution to be applied in holds at Charterers’ account and time but always to Master’s or Owners’ satisfaction. All required materials and equipments for application and removal/washing to be supplied/paid by Charterers and these equipments to remain vessel’s property after use of same. Charterers/suppliers of holdblock-ap solution, to furnish Owners with literature and method of application. Charterers to be also fully responsible and at their time and expense for removal/washing of holdblock-ap solution.

The above is subject to the availability of the holdblock in the load port area otherwise if Owners still require same then they are to make the necessary arrangements to supply the holdblock by paying themselves the transportation cost only.

For any lime washing or hold blocking application, Charterers’ option to have vessels crew perform same against paying US$1,500 per hold with Charterers supplying all necessary materials. On redelivery, Charterers to redeliver the vessel as is, having paid a sum of USD10,000 for ILOHC.

**Scrap loding ;-**

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No needle / pointed scrap to be loaded which will puncture the tank top. Charterers to arrange cleaning of cargo holds after completion of discharge upto entire satisfaction of owners/master that all residue has been removed. Should any chemicals/additional fresh water be required by master for cleaning holds after discharging, Same to be arranged by Charterers at charterers’ time, risk and expenses

Cargo to be loaded as per following scrap/soft loading clauses ;-

Scrap to be non-oily, harmless and to be carried in accordance with fully updated IMO code of safe pratice for solid bulk cargoes (as amended) and other applicable code. Charterers to load scrap cargo slowly and as close as possible to tank top into hold to master’s satisfaction so as not to cause any damage on longitudinal bulkheads, tanktop, side tanks, etc but not first cargo from delivery and/or dryn dock. Loading into vessel upto 2 (two) metres height with master’s satisfaction which not to be unreasonable withheld, shall not be turned by chutes and cargo shall be carefully layered onto the entire hold bottom prior commencing of any dumping as customary at load port. Master has the right to stop loading should stevedores/other loading personnels fail to comply with above and/or endanger the vessel and/or her equipments/fittings at any stage of loading.

Additional clauses (A to E) to apply if scrap is loaded;-

A. A joint survey to be held regarding vessel’s hold condition before the commencement of scrap cargo loading with time/cost of same being for charterers account

B. A further joint survey to be held after completion of discharge of scrap at final discharge port stating what damage, if any, has been caused to vessel with time/cost of same being for charterers account.

C. If stevedore damage is ascertained by the survey reports then charterers are to repair such damage at final discharge port without any delay upto entire satisfaction of owners/master at charterers’ time, risk and expenses.

D. This clause does not relieve charterers firm liability for hidden damages caused by stevedores.

E. Charterers to give owners adequate notice of their intention to load scrap cargo so that they may appoint surveyor as per (A).

**Bulk cement/Cement clinker loading** ;-

Charterers undertake to use holds as less as possible provided vessel’s stability trim, stress permitting but not first cargo from delivery and/or dry-dock. Charterers will supply enough ramneck marine tape to seal the all cargo hatches after loaded cement/cement clinker under charterers account. Charterers to arrange cleaning of cargo holds, responsible and to pay for through washing down of all holds immediately after discharge to keep holds paint in good condition upto entire satisfaction of master/owners that all residue has been removed. Should any cleaning chemicals/additional fresh waters/submersible pumps/etc be required by master for cleaning holds after discharging, same to be arranged by Charterers at charterers’ time, risk and expenses. Vessel’s pipe lines will not be allowed for pumping out bilge waters with residues of cement/cement clinker cargo.

Charterers have the option to cut holes on hatch covers for loading bulk cement on following conditions:-

1. Well production to bilge wells of all holds is strictly necessary to keep smooth suction while discharge hold washing water, by using gum tapes (plasters) or so.

2. Charterers to indemnify Owners of all possible cargo solidification due to hold sweating which if it is impossible to avoid by proper operation of existing natural ventilation system.

3. All cutting and restoring of the holes to be fully supervised/attended/approved by vessel’s classification surveyor with written document.

4. Holes not to be cut within the same frame space with the existing grain feeding holes if any and to be cut at the suitable place of hatchcover in accordance with vessel’s builder specification. When restoring cement holes, chill plates or similar material deemed necessary by

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master/surveyor to be fitted for complete welding in order to reinstate the hatchcovers back to their original condition.

5. After completion of restoring holes, Owners’ option to have hose test and untra sonic test for leaking point carried out in presence with vessel’s classification surveyor and test result should be upto his satisfaction. Otherwise have obligation to rectify the situation until and when satisfied by the vessel’s classification surveyors.

6. During hose test carried out if water ingress into cargo holds and cargo damaged, all cost for damaged, time and cost relate will put into charterers’ account.

7. All time for preparing cutting, restoring, testing upto classification surveyors’ satisfaction as well as expense including classification surveyors’ fee and expenses shall be for charterers’ account.

8. Additional materials request and required by master and classification surveyor for sealing welding seams of cement holes are into charterers’ account

9. Charterer to provide drawings and/or welding procedure to vessel’s classification surveyor for verify and approval prior commence cutting.

10. If at load port and/or discharging port for conduct cutting and restoring cement holes are not accept for hose testing in port as per port regulation, charterers to be take full responsibility to shift the vessel into safe place and always afloat and charterers’ risk for conduct cutting or restoring cement holes as per 6). All time lost and expenses are charterers’ account.

For carrying of salt/sulphur/petcoke/bulk cement/cement clinker/scrap cargo, If charterers require assistance of crew between legs, Charterers to pay crew special bonus which to be agreed between Charterers and Master directly: thus, Owners/Master are not responsible if Charterers and Master/officers/crew cannot reach an agreement on details of above assistance. However, Owners/vessel will not be responsible for the cleanliness of holds condition/passing subsequent and future hold survey, any extra cleaning if required to be for charterers’ time, risk and expenses. All necessary materials, tools and equipments required to be supplied by charterers in accordance with Master’s requirements.

**Steel cargo loading** ;-

Steel cargo to be sufficiently dunnaged, lashed, secured and unlashed/unsecured at charterers’ risk, time and expenses under the supervision of master and to his satisfaction. If loading steel and steel products, Owners will have option to conduct pre-loading survey and out-turn survey through their P & I club surveyor at charterers’ time, risk and vessel to remain on hire. Cost to be shared 50/50 between Owners/Charterers. Surveyor’s remarks if any related to cargo to be endorsed in mates’ receipt and bills of lading.

**Deck cargo**: time, risk and expenses to be for Charterers’ account and always subject to vessel’s deck strength/stability and Master’s discretion and Charterers to supply and pay for all lashing/stanchion and fitting etc. required by Master. Charterers to indemnify owners and remain accountable for any damage caused to vessel, its crew and/or any other person and/or any property due to loading of such cargoes on deck, Bills of lading for deck cargo to be claused “shipped on deck” on charterers, shippers and receivers risk, expenses and responsibility without liability on the part of the vessel or her owners for any damage/expenses or delay howsoever caused.

**Concentrate loading** ;-

Charterers warrant cargo non corrosive and non harmful.

Subject to the limitation of IMO cargo exclusion. For and before loading concentrates, All necessary separation to be properly erected upto surveyors and masters’ satisfaction which can not be unreasonably withheld, at Charterers’ time and expenses and cargo to be loaded, stowed, separated, discharge, trimmed etc. upto IMO and board trade regulations. Charterers allow owners to appoint their P and I surveyor or independent surveyor at Charterers expenses to supervise loading, stowing, execution of separation, etc. to surveyors agreement and masters’ satisfaction at Charterers’ risk, time and expense.

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Before loading concentrates, Charterers to supply vessel with Shippers’ certificate of flow moisture content evidencing cargoes compliance with IMO regulations. After loading, cargo must be properly trimmed at Charterers’ risk, time and expenses to surveyors’ and master’s satisfaction. Test samples should be established as true representative of the consignment prior to loading by surveyor agreed by Owners and Charterers at Charterers’ expenses. Surveyors cost to be paid directly by Charterers. Separations required for different parcels of cargo to be supplied to the ship and erected in the holds at Charterers’ risk, time and expenses.

Charterers are not to carry concentrates as the last shipment prior to vessels redelivery.

**Clause 42** – **Master / Crew Assistance**

Vessel to work day and night if required by the Charterers, and all gears to be at the Charterers’ disposal during loading and discharging. Hire stipulated herein to include the following services;-

1. Clearing of cranes from stowage in preparation for loading and/or discharging.

2. First opening and last closing of hatches in preparation for loading and discharging.

3. Supervision of loading and/or discharging.

4. Maintaining power while loading and/or discharging, and care of cranes.

5. Shifting ship during loading and/or discharging, and shifting between berths.

6. Docking and undocking.

7. Bunkering.

8. Subject weather condition and local labour/port regulation permitting, officers and crew to shape up the ship’s hatches and gear as much as possible prior to arrival at loading and/or discharging ports, docks and/or places so as to immediately commence loading and/or discharging operations.

If the rules of the port or labour unions prevent crew from opening and closing hatches, shore labour to be paid by the Charterers. In the event of a disabled winch or winches, owners to pay for shore engine or engines in lieu of thereof if required.

The vessels officers and crew shall perform extra work if so requested by the Charterers, such as cleaning holds, setting stanchions, lashing and relashing or unlashing of cargo or collecting and providing of dunnages and/or lashing materials including catwalks, cargo marks, painting and etc., providing and subject that shore and labour union’s regulation permit/allow. Charterers to pay crew special bonus which agreed with an amount with master/crew directly per voyage. Thus, owners are not to be responsible for the result of such extra works done by the crew as per request of charterers.

Although the Owners/Master shall not be responsible for all gear, equipment, and/or stores supplied to the vessel by or for Charterers’ account, the Master shall keep a record of all such gear, equipment and/or stores so supplied and to maintain same in normal condition wear and tear except. Such gear, equipment, and/or stores to be redelivered to the Charterers prior to redelivery of the vessel to the Owners, or if required by the charterers, at anytime during the charter, unless consumed.

**Clause 43** – **Weather Routeing**

i) The Vessel shall, unless otherwise instructed by the Charterers, proceed by the customary route, but the Master may deviate from the route if he has reasonable grounds to believe that such a route will compromise the safe navigation of the Vessel.

ii) In the event the Charterers supply the Master with weather routeing information, although not

obliged to follow such routeing information, the Master shall comply with the reporting procedure of that service. However, the final decision of the routes shall be made by master.

**Clause 44** – **Supercargoes / Port Captains**

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At any stage of this Charter Party, the Charterers and/or their supercargoes, and in the presence of vessel’s master and /or engineers and/or officers, shall have free access in Charterers’ time and expense to the whole vessel, including bridge, holds and bunker tanks, provided on interference with vessel’s normal operations.

Whenever required by the Charterers and/or their supercargoes and/or their surveyors, the Master shall endeavour to bring the vessel into even trim to ensure correct bunker soundings.

**Clause 45** – **Performance**

If the Charterers have reason to be dissatisfied with the performance of the vessel, the Owners upon receiving complaints shall immediately investigate and take appropriate steps to correct the situation.

**Clause 46** – **Stevedore Damage**

Should any damages be caused to the vessel or her fittings by the Charterers or their stevedores, the master and/or the owners shall do the following:

1. Give written notice to the Charterers or their supercargo, or their agents, of full particulars of the damage caused, and the party allegedly responsible for the damage. Such notice to be given not later than 24(twenty-four) hours after the damage has occurred or prior to the vessel’s sailing from the port. For stevedore damage not visible when carrying scrap or steel, such notices to be given not later than on completion of discharging of cargo.

2. Give written notice to the party allegedly responsible, giving full particulars of the damage and its alleged cause, and endeavour to obtain the written acknowledgement of liability from such party, or failing that, master/vessel has to obtain the acknowledgement of receipt of such notice. Such notice to be given not later than 24(twenty-four) hours after the alleged damage occurs and, in any event, prior to the vessel’s sailing from the port. For stevedore damage not visible when carrying scrap or steel, such notices to be given not later than on completion of discharge of cargo.

3. Immediately arrange in conjunction with Charterers’ agents or supercargo the damage to be surveyed and an estimate of the repair costs given.

It is expressly agreed and understood by Owners that the purpose of compliance of Owners’ and master’s obligations in this clause is to preserve the Charterers’ right of recourse against the party allegedly responsible, and if the Owners and/or master fail to comply with their obligations under this clause, the Charterers shall not be responsible to Owners for any such damage.

The Charterers shall have the liberty to redeliver the vessel without repairing the damage for which the Charterers are responsible as long as the damage do not affect the vessels seaworthiness or the proper working of the Vessel and/or her equipment but the Charterers undertake to reimburse costs of repair against production of repair bills by repairers of dockyard unless otherwise agreed. Any stevedore damage affecting the vessels seaworthiness or the proper working of the Vessel and/or her equipment, shall be repaired without delay to the Vessel after each occurrence in the Charterers’ time, risk and shall be paid for by the Charterers before sailing from the port.

**Clause 47** – **Off-Hire**

Deviation and/or delay because of sickness of the crew, shall be considered as off-hire, and all extra expenses in this connection shall be for Owners’ account, and shall be deducted from the hire.

After suspension of hire, from any cause, the vessel shall be placed again at Charterers disposal at the same port or place or equidistant position where hire was suspended.

**Clause 48** – **Arbitration**

English Law, London Arbitration

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(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 he 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 50,000 (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) Notwithstanding the above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.

In the case of a dispute in respect of which arbitration has been commenced under the above, the following shall apply:-

|  |  |
| --- | --- |
| (i) | Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the “Mediation Notice”) calling on the other party to agree to mediation. The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice |
|  |
| (ii) |

confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal (“the Tribunal”) or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator. (iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties. (iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.

|  |  |
| --- | --- |
| (v) | Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take |

the mediation timetable into account when setting the timetable for steps in the arbitration.

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|  |  |
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| (vi) | Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator’s costs and expenses. The mediation process shall be without prejudice and confidential and no information or |
|  |
| (vii) |

documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

**Clause 49** – **Deleted**

**Clause 50 - Mutual Cancellation**

Mutual cancellation: Between any of the following countries, U.S.A, Nation of vessel’s flag, Great Britain, C.I.S, People’s Republic of China, becoming engaged as an actual participant in a war or war like operation in which one or more of the above named countries directly affecting due fulfillment of this contract, Charterers and/or owners shall have the right to cancel this Charter Party without liabilities. Such cancellation should take place at the port of destination after discharging cargo on board subject to the provisions of the attached chamber of shipping and war risk clauses. It is understood that the war or actual hostilities means direct war or hostilities or civil war, where any of the above countries support opposing sides.

**Clause 51** – **Itinerary and Agents**

Charterers will endeavour to keep owners advised of vessel’s itinerary and their agents’ name at each port to enable owners to forward crew mails, arrange store, cash advances and other owners’ husbanding matters.

**Clause 52** – **Grain Fitted**

Vessel is fitted for carriage of grain in accordance with chapter VI of Solas 1974 and amendments, without requiring bagging, strapping and securing when loading a full cargo (deadweight) of heavy grain in bulk (stowage factor 42 CBFT) with ends untrimmed.

**Clause 53** – **Vess**el’s **Description**

**Owners confirm followings ;-**

1. Vessel to be classified 100 +A1 at Lloyds or equivalent

2. Vessel to be single decker/bulk carrier/bridge and Eng. room is aft

3. Vessel to have on board the valid and sufficient calibration scales in order to perform draft survey through this charter party

4. Vessels’ hatch covers are to be watertight all through this charter period and if any hatch cover found defective, same to be rectified at owners’ time and expenses to the satisfaction of surveyor

5. Vessel is not black-listed in any port of call and ARAB league

6. Vessel has clear unobstructed main hold and is suitable for grab discharge in every respect and has on board a valid grain loading certificates

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7. Vessel does not have a center line bulkhead and/or beam or any other obstruction

**Clause 54** –Delet**ed**

**Clause 55** – **Taiwan / PRC Calling**

Vessel is not to be ordered directly to/from Taiwan after/prior calling Mainland China as far as such direct calls are prohibited by the countries involved, and any consequences arisen therefrom to be at Charterers’ time, risks and expenses.

**Clause 56** – **Quarantine**

Normal quarantine time and expenses for the vessels entering port shall be for Charterers account but any time of detention and expenses for quarantine due to pestilence, illness and etc. of Master, Officers and crew shall be for Owner’s account.

**Clause 57** – **Smuggling**

Any delay, expenses and/or fines incurred on account of smuggling to be for charterers’ account if cuased by charterers’ supercargo, their staff and/or charterers’ agent, Same to be for owners’ account if caused by officers and/or crew and/or owners’ agent.

**Clause 58 - Stowaways Clause for Time Charter Parties 2009**

(a) If stowaways have gained access to the Vessel by means of secreting away in the goods and/or containers or by any other means related to the cargo operation, this shall amount to breach of charter. The Charterers shall be liable for the consequences of such breach and hold the Owners harmless and keep them indemnified against all claims; costs (including but not limited to victualling costs for stowaways whilst on board and repatriation); losses; and fines or penalties, which may arise and be made against them. 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.

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

**Clause 59 - Breakdown of Cranes**

In the event of breakdown of cranes by reason of disablement or insufficient power or otherwise unless caused by Charterers or Charterers servants, the hire to be reduced pro-rata for the period of such insufficiency in proportion to the number of cranes. that were working at the time of breakdown of equipment.

If Charterers elect to continue work on hatch or hatches affected by breakdown by hiring shore appliance, Owners are to pay for shore appliances, but in such case Charterers are to pay full hire for all time shore appliances are working. Any stevedore and/or labour charges additionally accruing due to breakdown of vessel’s equipment including costs for standby of stevedore and/or labour to be for Owners account but maximum one shift.

If Charterers hire shore crane, it must be approved by Owners.

Grabs if onboard are always at Charterers disposal but at Charterers risk only. That is Charterers do not claim on grab problems even if any.

**Clause 60** – **Lay/Can**

It is understood that Owners will keep Charterers closely advised from time of fixture to delivery of vessel’s schedule.

Should the vessel not be delivered by the date of cancelling, the charterers shall have the option of cancelling. If the vessel cannot be delivered by the cancelling date, the Charterers, if required, shall

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declare within 48 running hours after receiving notice thereof whether they cancel or will take delivery of the vessel. Otherwise this cancelling date shall be deemed to be amended and Charterers shall agree to a new cancelling date as per the Owners’ notification.

**Clause 61** – **Hire Payment**

A) First 15 days hire and value of bunkers on delivery to be paid within 3 (Three) banking days after vessel's delivery. Charterers are entitled to deduct from last sufficient hire payments estimated Owners disbursements, but maximum USD500.00 per port as well as estimated bunkers on redelivery value.

B) For hire calculation purpose, time on delivery / redelivery to be based on GMT.

C) Charterers to settle outstanding hire within 3 (Three) banking days after redelivery. Charterers to provide original vouchers for owners expenses/settlement within 60 days of final redelivery. If after 60 days vouchers are still awaited then the accounts are to be finalized based on vouchers actually submitted. Owners to refund on presentation to Charterers any amounts disbursed on Owners' behalf for which vouchers are submitted after that time.

D) With reference to Clause 5, it is agreed that the hire is to be considered correctly paid upon the confirmation from owner’s banker that such remittance is fully receipt as stated in the description clause.

E)

F) Hire to be remitted by TT to : Owners nominated bank ;-

Beneficiary : Beneficiary's Bank : Account Number :

Swift : Reference :

G) Non-Payment of Hire Clause for Time Charter Parties

a) If the hire is not received by the Owners by midnight on the due date, the Owners may immediately following such non-payment suspend the performance of any or all of their obligations under this Charter Party (and, if they so suspend, inform the Charterers accordingly) until such time as the payment due is received by the Owners. Throughout any period of suspended performance under this Clause, the Vessel is to be and shall remain on hire. The Owners' right to suspend performance under this Clause shall be without prejudice to any other rights they may have under this Charter Party.

b) The Owners shall notify the Charterers in writing within 24 running hours that the payment is overdue and must be received within 72 running hours from the time hire was due. If the payment is not received by the Owners within the number of running hours stated, the Owners may by giving written notice within 12 running hours withdraw the

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Vessel. The right to withdraw the Vessel shall not be dependent upon the Owners first exercising the right to suspend performance of their obligations under this Charter Party pursuant to sub-clause (a). Further, such right of withdrawal shall be without prejudice to any other rights that the Owners may have under this Charter Party.

c) The Charterers shall indemnify the Owners in respect of any liabilities incurred by the Owners under the Bill of Lading or any other contract of carriage as a consequence of the Owners' suspension of and/or withdrawal from any or all of their obligations under this Charter party.

d) If, notwithstanding anything to the contrary in this Clause, the Owners choose not to exercise any of the rights afforded to them by this Clause in respect of any particular late payment of hire or a series of late payments of hire, this shall not be construed as a waiver of their right either to suspend performance under sub-clause (a) or to withdraw the Vessel under sub-clause (b) in respect of any subsequent late payment under this Charter Party.

**Clause 62** – **Bunker**

Bunkers remaining on board as on delivery about …….. metric tons IFO plus about ……… metric tons MDO. Bunkers remaining on board as on redelivery to be about same quantities as on delivery. Prices both ends USD ….... / USD …….. per metric ton respectively for IFO/MDO. Cost of bunkers remaining on board as on delivery to be paid with first hire payment. Estimated cost of bunkers remaining on board as on redelivery to be deducted from the last sufficient hire payment.

Charterers have the option to bunker IFO RME 180 in South Africa where RMG 380 is not available.

Charterers will supply bunkers strictly in accordance with ISO standard 8217:2010 or any subsequent amendments thereof.

Owners reserve the right to reject the use of any fuel supplied when found off specs specially for hazardous metals such as calcium, zinc and phosphorous, which are contained in waste lubricants blended with fuel. Owners have the option to debunker off spec fuel and all delays due to cleaning of contaminated tanks and repairs of affected machineries will be all charged to charterer.

In the case that the supplied bunker is off spec and/or not congenial to the ship's M/E and D/E, Owners hold the charterers responsible for all and any costs/time/risks including but not limited to des bunkering arrangements whatsoever to be on Charterers' account.

**Clause 63** – **On/Off Hire Survey**

Joint on/off-hire surveys to ascertain vessel’s condition and quantities of fuels remaining on board shall be carried out at delivery port or at first load port and at redelivery port. Joint on-hire survey to be carried out by independent surveyor on delivery in Owners’ time unless concurrently with cargo operations and Joint off-hire survey by independent surveyor on redelivery in Charterers’ time

Joint on/off-hire survey expenses to be shared equally by Owners and Charterers

**Clause 64** – **Hold Cleaning**

Charterers option to redeliver the vessel unclean against paying USD5,000 - lumpsum In Lieu Of Hold Cleaning including removal of dunnage/lashing removal and disposal, except for USA/UK/Japanese ports where compulsory removal/disposal to be Charterers’ account, in which case, Charterers to pay USD10,000 - lumpsum as In Lieu Of Hold Cleaning charge.

<Hold conditions on delivery>

Vessel's holds on arrival at first load port to be clean swept and washed down by fresh water and dried up so as to receive Charterers first intended cargoes in all respects, free of salt, loose rust

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scale and previous cargo residues to satisfaction of the independent official surveyors. If the vessel fails to pass hold inspection, the vessel should be placed off-hire from the time of rejection until the vessel passed the same inspection again. If some holds approved and shippers start loading same then pro rata hire to apply. In any case vessel to be off-hire for actual time lost only. Also bunkers consumed during such off-hire period to be for Owners’ account.

Charterers have the right to carry out hose test on all hatches on delivery. Time and costs of survey to be for Charterers account but the Master to give every facility to the Charterers and their surveyor to carry out such test always not exceeding tanktop strength.

<Intermediate Hold Cleaning>

Upon completion of discharge of each cargo, The crew shall render customary assistance in cleaning all cargo compartments in preparation for the next cargo if required by the Charterers and if not prevented by any regulations or agreement whatsoever. Such cleaning work shall be performed while the vessel is en route to next loading port, provided that this can be safely done and that the duration of voyage is sufficient or in port provided shore regulations permit and always in Charterers’ time, riks and expenses. The Charterers shall pay to the Owners as below. Any extra materials/chemicals/fresh waters that might be required as per master/owners for such cleaning to be provided by Charterers accordingly.

The Owners will endeavour to effect such cleanings as best as possible, but without any guarantee that the cargo holds will be sufficiently cleaned and accepted on arrival at the subsequent loading port and the Owners/vessel shall not be responsible for any consequences arising from the fact that the crew has been employed in cleaning and vessel to remain always on-hire throughout.

Throughout the currency of this Charter Party and at redelivery, the Charterers shall remain responsible for all costs and time, including deviation, if any, associated with the removal and disposal of cargo related residues and/or hold washing water and/or chemicals and detergents and/or waste as defined by MARPOL Annex V, Section 1 or other applicable rules relating to the disposal of such substances.

Intermediate Hold Cleaning Rates: USD 600 per hold for Grains.

USD 800 per hold for Other Cargoes.

USD 1,000 per hold for Bauxite and Aggregates (dusty cargoes).

~~USD~~ ~~1,500~~ ~~per~~ ~~hold~~ ~~for~~ ~~Salt,~~ ~~Sulphur~~, Petcoke, Scrap, Bulk Cement, Cement Clinker, Concentrate, Ammonium Sulphate.

**Clause 65** – **Cable / Entertainment / Victualling**

Charterers to pay USD1,500 per 30 days or pro rata for cable/ entertainment /victualling.

**Clause 66** – **Bills of Lading / Letter of Indemnity**

Notwithstanding the provisions of Clause 8, Owners/Master to authorise Charterers or their agents to sign and release Charterer’s form of original Bill(s) of Lading as Carrier, if required by Charterers, but always in accordance and in strict conformity to Mate’s receipts and without prejudice to the terms and conditions of this Charter Party. Charterers shall indemnify Owners from all damages suffered in the event that Charterers and/or their agents sign Bill(s) of Lading which are not in strict conformity with the Mate’s receipts.

Charterers are to be fully responsible and indemnify Owners for all costs and consequences directly/ indirectly arising out of the issue of the above mentioned Bills of Lading.

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No Through, no Liner, no Transhipment or Combined Transport Bill(s) of Lading and no Waybill(s) or Sea Waybill(s) are to be issued under this Charter Party. The only case where Charterers can issue Sea Waybill(s) is when sub-Charterers are JAPANESE and Sea Waybill(s) Clause comes into force.

In the event of multiple Bill(s) of Lading being issued, Owners/vessel are only responsible for delivering the total quantity of cargo loaded and Owners/vessel are not responsible for the distribution of cargo to each individual receiver.

When and if required Charterers may place one original Bill of Lading on board, against which Bill of Lading, delivery of cargo to take place on clear telex instructions received from shippers/Charterers and all original Bill(s) of Lading to be marked “One original Bill of Lading retained on board against which Bill of Lading delivery of cargo may properly be made on instructions received from shippers/ Charterers”.

Charterers are to endeavour best to present the original Bill(s) of Lading for discharging cargo. If original Bill(s) of Lading do not arrive at discharging port in time, Owners/Master to release entire cargo against Charterers’ issuing a Letter of Indemnity on Charterers’ letterhead with wording of Owners’ Protection and Indemnity Club approved form signed by an authorised Officer of Charterers advising name and position. Owners are to be advised where the original Bill(s) of Lading are. Owners to receive within office hours by fax the signed Letter of Indemnity plus copy Bill(s) of Lading. The original Letter of Indemnity to be sent to Owners by DHL/similar courier. Upon receipt of faxed Letter of Indemnity with copy Bill(s) of Lading, Master will be instructed to release the cargo to the consignees named in the Letter of Indemnity. Charterers hereby undertake to surrender the original Bill(s) of Lading to Owners atSingapore, MESSRS. STAR PACIFIC LINE PTE LTD premises upon Charterers’/agents’ receipt of same. Charterers hereby state that they indemnity Owners against all consequences arising from Owners conforming to Charterers’ request in discharging cargo against the Letter of Indemnity, without production of the original Bill(s) of Lading.

Sea Waybill(s) Clause

If Charterers trade the vessel in JAPAN where it is the custom of the trade to use Non-Negotiable Sea Waybill(s) instead of Bill(s) of Lading, then the Charterers will use Sea Waybill(s) (Codename: GENWAYBILL), which include “free in and out” and “transfer of control” clauses. Shippers’/Consignees’ title to be mentioned in the Sea Waybill(s). “To order” not to be issued. Cargo to be released to the consignees at the discharging ports declared by Charterers. Charters are to provide necessary information for the identification of consignees to the Owners/Master. Owners are not to be responsible for the authenticity/identity of the consignees provided by Charterers. Provision of Hague-Visby Rules as applicable to Bill(s) of Lading shall apply to Sea Waybill(s). Sea Waybill(s) quantity to be determined by vessel’s draft survey at loading port. Surveyor to be appointed by Charterers at their expense. Notwithstanding any provisions/stipulations of the Sea Waybill(s) to be issued under this Charter Party, should there be any conflicts between the Sea Waybill(s) and this Charter Party, the latter shall govern. Charterers to hold Owners harmless for issuing Sea Waybill(s) on their instructions.

**Clause 67** – **Padeye**

Charterers have the option to weld padeyes on deck/hold at Charterers time, risks and expenses, Same to be removed prior to redelivery. Charterers have the option to redeliver the vessel without removing padeyes by paying USD20.00 per padeye to the Owners.

**Clause 68** – **Breaking IWL**

Notwithstanding mentioned trading exclusions, Charterers have the option to break IWL but always with owners’ prior approval which is not unreasonable withheld. If any extra expenses to break IWL to be for Charterers account and same not to exceed the London scale or Norwegian conditions whichever is applicable.

Vessel never to force ice nor push ice nor to follow ice breaker(s).

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**Clause 69** – **Panama / Suez Canal Transit**

The Owners confirm that the vessel shall be fully fitted for panama/suez canal transit and in possession of valid necessary certificates and equipment during the currency of this charter to comply with current regulations and requirements of both canals.

**Clause 70 - Off-Hire for over 60 Consecutive Days**

Should the vessel be placed off-hire more than 60 consecutive days, the Charterers have the right to cancel the balance period of this charter by giving notice to the Owners without prejudice to any other right the Charterers may have under this charter.

**Clause 71** – **Owners Agent**

The Charterers may agree their agents to attend owners matter such as delivery, redelivery, dryo docking, hospitalization, repatriation of crew, supply of vessels stores and provisions, etc with the Owners paying Charterers agents actual expenses including attendance fee if any. The Charterers may also agree their agents to attend to trivial owners matters such as cash advance, crew mail, arranging shore pass with owners paying actual expenses including attendance fee if any.

**Clause 72** – **Eligibility for Bunkering**

The Owners confirm that the vessel is eligible for bunkers in the United States of America, its territories and possessions in accordance with U.S. Coast guard regulations set forth in title 33 chapter 1 subchapter c part 155 and 156 code of federal regulations. The Owners also confirm that the vessel is eligible for bunkers in any other country.

**Clause 73** – **Deviation / Put Back**

Should the vessel put back whilst on voyage by reason of breakdown of machinery, collision, stranding, fire or other accident or damage to the vessel or dry-docking or periodical survey, or deviate from the course of the voyage caused by sickness of or accident to the master, officers, crew or any person on board the vessel other than persons travelling by the Charterers request, or by reason of sending stowaway or refugee, salvage or by reason of the refusal of the master, officers or crew to do their duties or any Owners matters the payment of hire shall be suspended from the time of inefficiency in port or at sea until the vessel is again efficient in the same position or regain a point of progress equivalent to that the hire ceased hereunder. Bunkers consumed while the vessel is off-hire and all extra expenses incurred during such period shall be for Owners account.

However, should the Vessel be driven into port or anchorage by stress of weather or by any cause for which the Charterers are responsible under this Charter Party the Vessel shall remain on hire and all costs thereby incurred shall be for the Charterers' account.

**Clause 74** – **Saving Life Refugee**

Owners shall have the liberty to deviate for the purpose of saving life at sea and landing the person saved. But in case found the person is refugee, any time hereby lost and extra expenses to be shared equally with parties involved in this Charter chain.

**Clause 75 - Seaworthy Trim**

Charterers shall leave the Vessel in seaworthy trim and with cargo on board safely stowed to Master's satisfaction between loading berths/ports and between discharging berths/ports, respectively; any expenses resulting therefrom shall be for Charterers' account and any time used shall count.

**Clause 76** – **BIMCO ISM Clause**

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 Charterparty, 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.

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

**Clause 77** – **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.

(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 sube 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.

**Clause 78 - War Risks Clause for Time Chartering (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:

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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.

(c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade as set out in Sub-clause (a), or to proceed to an Area where it may be subject to search and/or confiscation by a belligerent.

(d) If the Vessel proceeds to or through an Area exposed to War Risks, the Charterers shall reimburse to the Owners any additional premiums required by the Owners' insurers and the costs of any additional insurances that the Owners reasonably require in connection with War Risks.

(e) All payments arising under Sub-clause (d) shall be settled within fifteen (15) days of receipt of Owners’ supported invoices or on redelivery, whichever occurs first.

(f) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an Area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.

(g) The Vessel shall have liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the government of the nation under whose flag the Vessel sails, or other government to whose laws the Owners are subject, or any other government of any state or territory whether recognised or not, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the requirements of the Owners’ insurers under the terms of the Vessel’s insurance(s);

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

(iv) to discharge at any alternative port any cargo or part thereof which may expose the Vessel to being held liable as a contraband carrier;

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(v) to call at any alternative port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment, detention or similar measures.

(h) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners’ intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice. All costs, risk and expenses for the alternative discharge shall be for the Charterers’ account.

(i) The Charterers shall indemnify the Owners for claims arising out of the Vessel proceeding in accordance with any of the provisions of Sub-clauses (b) to (h) which are made under any bills of lading, waybills or other documents evidencing contracts of carriage.

When acting in accordance with any of the provisions of Sub-clauses (b) to (h) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party.

**Clause 79** – **BIMCO Bulk Carrier Safety**

(a) The Charterers shall instruct the Terminal Operators or their representatives to co-operate with

the Master in completing the IMO SHIP/SHORE SAFETY CHECKLIST and shall arrange all cargo operations strictly in accordance with the guidelines set out therein.

(b) In addition to the above and notwithstanding any provision in this Charter Party in respect of loading/discharging rates, the Charterers shall instruct the Terminal Operators to load/discharge the Vessel in accordance with the loading/discharging plan, which shall be approved by the Master with due regard to the Vessel's draught, trim, stability, stress or any other factor which may affect the safety of the Vessel.

(c) At any time during cargo operations the Master may, if he deems it necessary for reasons of

safety of the Vessel, instruct the Terminal Operators or their representatives to slow down or stop the loading or discharging.

(d) Compliance with the provisions of this Clause shall not affect the counting of hire.

**Clause 80** – **BIMCO Suite of Bunker Clause for Time Charter Parties 1. 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.

**2. Bunkering Operations and Sampling**

(a) 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.

(b) During bunkering a primary sample of each grade of fuels shall be drawn in accordance with IMO Resolution MEPC.96 (47) Guidelines for the Sampling of Fuel Oil for Determination of Compliance with MARPOL 73/78 Annex VI or any subsequent amendments thereof. Each primary

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sample shall be divided into no fewer than seven (7) samples; 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.

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

(d) 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.

**3. Bunker Quality and Liability**

(a) The Charterers shall supply fuels of the agreed specifications and grades. The fuels shall be of a stable and homogeneous nature and suitable for burning in the Vessel’s engines or auxiliaries and, unless otherwise agreed in writing, shall comply with ISO standard 8217:2010 or any subsequent amendments thereof.

(b) 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 (a) 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.

**4. 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 and if the results of the testing show the fuel not to be in compliance with ISO 8217:2010, or any subsequent amendment thereof, 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.96(47) 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 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 same shall be for the Owners’ account.

**5. Bunker Fuel Sulphur Content Clause for Time Charter Parties 2005**

(a) 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 zone when the Vessel is ordered to trade within that zone.

The Charterers also warrant that any bunker suppliers, bunker craft operators and bunker surveyors used by the Charterers to supply such fuels 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).

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(b) 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:

(i) the Vessel shall comply with Regulations 14 and 18 of MARPOL Annex VI and with the

requirements of any emission control zone; and

(ii) the Vessel shall be able to consume fuels of the required sulphur content when ordered by the Charterers to trade within any such zone.

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.

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

**6. Types and Quantities of Bunkers on Redelivery**

Unless agreed otherwise, the Vessel shall be redelivered with the same types and about the same quantities of fuels as on delivery; however, the types 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 types are available.

**Clause 81** – **Assignment**

Owners may assign their right to hire to any third party at any time during the currency of this charter party and following redelivery if any hire is outstanding. Any such assignment shall be effective from the time of notification to charterers. This express right to assign hire is in addition to, and shall not derogate from, any other right owners may have to assign hire or any other sums due from charterers (including damages) under the charter party.

**Clause 82** – **BIMCO Double Banking Clause**

(a) The Charterers shall have the right, where and when it is customary and safe for vessels of

similar size and type to do so, to order the Vessel to go, lie or remain alongside another vessel or vessels of any size or description whatsoever or to order such vessels to come and remain alongside at such safe dock, wharf, anchorage or other place for transhipment, loading or discharging of cargo and/or bunkering.

(b) The Charterers shall pay for and provide such assistance and equipment as may be required to

enable any of the operations mentioned in this clause safely to be completed and shall give the Owners such advance notice as they reasonably can of the details of any such operations.

(c) Without prejudice to the generality of the Charterers' rights under (a) and (b), it is expressly

agreed that the Master shall have the right to refuse to allow the Vessel to perform as provided in (a) and (b) if in his reasonable opinion it is not safe so to do.

(d) The Owners shall be entitled to insure any deductible under the Vessel's hull policy and the

Charterers shall reimburse the Owners any additional premium(s) required by the Vessel's Underwriters and/or the cost of insuring any deductible under the Vessel's hull policy.

(e) The Charterers shall further indemnify the Owners for any costs, damage and liabilities

resulting from such operation. The Vessel shall remain on hire for any time lost including periods for repairs as a result of such operation.

**Clause 83 - Hamburg Rules Charterparty Clause**

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Neither the Charterers nor their Agents shall permit the issue of any bill of lading, waybill or other document evidencing a contract of carriage (whether or not signed on behalf of the Owner or on the Charterers' behalf 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. Charterers shall indemnify the Owners against any liability, loss or damage which may result from any breach of the foregoing provisions of this clause.

**Clause 84 - Deleted**

**Clause 85** – **Lien Clause for Time Charters**

In addition to the right of lien conferred on the Owners according to the provisions of the charter-party lien clause, the Owners also to have a lien over bunkers on board, as well as over any sums due to Time Charterers under any sub-charterparties (in addition to freights and sub- freights), for any amounts due under this charter-party. Further, in the event of the Owners' exercise of their liberty to withdraw the vessel in accordance with the provisions of the charter-party withdrawal clause, the ownership of any bunkers remaining on board shall thereupon vest in Owners, who shall allow to Time Charterers by way of credit against any sums due to Owners the value of such bunkers calculated in accordance with the provisions of the charter-party bunkers clause applicable on redelivery.

**Clause 86** – **Requisition Clause**

Should the Vessel be requisitioned by the government of the Vessel's flag during the period of this Charter Party, the Vessel shall be deemed to be off-hire during the period of such requisition, and any hire paid by the said government in respect of such requisition period shall be retained by Owners. The period during which the Vessel is on requisition to the said government shall count as part of the period provided for in this Charter Party.

**Clause 87 - BIMCO U.S. Anti-Drug Abuse Act 1986 Clause for Time Charter Parties 2013**

In pursuance of the provisions of the U.S. Anti-Drug Abuse Act 1986, or any re-enactment thereof, the Charterers warrant to exercise the highest degree of care and diligence in preventing unmanifested narcotic drugs and marijuana to be loaded or concealed on board the Vessel.

Non-compliance with the provisions of this Clause shall amount to breach of warranty for the consequences of which the Charterers shall be liable and shall hold the Owners, the Master and the crew of the Vessel harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them individually or jointly.

Furthermore, all time lost and all expenses incurred, including fines, as a result of the Charterers' breach of the provisions of this Clause shall be for the Charterers' account and the Vessel shall remain on hire.

Should the Vessel be arrested as a result of the Charterers' non-compliance with the provisions of this Clause, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their expense put up bail to secure release of the Vessel.

The Owners shall remain responsible for all time lost and all expenses incurred, including fines, in the event that unmanifested narcotic drugs and marijuana are found in the possession or effects of the Vessel's personnel.

**Clause 88 - North American Advanced Cargo Notification Clause for Time Charter Parties**

(a) If the Vessel loads or carries cargo destined for the US or Canada or passing through US or Canadian ports in transit, the Charterers shall comply with the current US Customs regulations (19 CFR 4.7) or the Canada Border Services Agency regulations (Memorandum D3-5-2) or any

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subsequent amendments thereto and shall undertake the role of carrier for the purposes of such regulations and shall, in their own name, time and expense:

(i) Have in place a SCAC (Standard Carrier Alpha Code)/Canadian Customs Carrier Code; (ii) For US trade, have in place an ICB (International Carrier Bond);

(iii) Provide the Owners with a timely confirmation of (i) and (ii) above as appropriate; and

(iv) Submit a cargo declaration by AMS (Automated Manifest System) to the US Customs or by

ACI (Automated Commercial Information) to the Canadian customs, and provide the Owners at the same time with a copy thereof.

(b) The Charterers assume liability for and shall indemnify, defend and hold harmless the Owners against any loss and/or damage whatsoever (including consequential loss and/or damage) and/or any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Charterers’ failure to comply with any of the provisions of sub clause (a). Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, the Vessel shall remain on hire.

(c) If the Charterers' ICB is used to meet any penalties, duties, taxes or other charges which are solely the responsibility of the Owners, the Owners shall promptly reimburse the Charterers for those amounts.

(d) The assumption of the role of carrier by the Charterers pursuant to this Clause and for the purpose of the US Customs Regulations (19 CFR 4.7) shall be without prejudice to the identity of carrier under any bill of lading, other cont

**Clause 89 - U.S. Tax Reform 1986 Clause**

Any U.S. Gross Transportation Tax as enacted by the United States Public Law 99-514, (also referred to as The U.S. Tax Reform Act of 1986), including later changes or amendments, levied on income attributable to transportation under this charter party which begins or ends in the United States, and which income under the laws of the United States is treated as U.S. source transportation gross income, shall be reimbursed by the Charterers.

**Clause 90 - U.S. Trade - Unique Bill Of Lading Identifier Clause**

The Charterers warrant that each transport document accompanying a shipment of cargo destined to a port or place in the United States of America shall have been endorsed with a Unique Bill of Lading Identifier as required by the U.S. Customs Regulations (19 CFR Part 4 Section 4.7.a) including subsequent changes, amendments or modifications thereto, not later than the first port of call.

Non-compliance with the provisions of this Clause shall amount to breach of warranty for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them.

Furthermore, all time lost and all expenses incurred including fines as a result of the Charterers' breach of the provisions of this Clause shall be for the Charterers' account.

**Clause 91 - U.S. Customs-Trade Partnership Against Terrorism (C-TPAT) Clause**

The Charterers have voluntarily signed the C-TPAT Agreement with the U.S. Customs Service. The Owners, Master and Crew will use reasonable efforts to assist the Charterers to comply with their obligations under the C-TPAT Agreement. However, under no circumstances shall the Owners, Master and Crew be liable for any delays, losses or damages howsoever arising out of any failure to meet the requirements of the C-TPAT Agreement signed by the Charterers.

The Charterers agree to indemnify and hold the Owners, Master and Crew harmless for any claims made against the Owners, Master and Crew or for any delays, losses, damages, expenses or penalties suffered by the Owners arising out of the C-TPAT Agreement signed by the Charterers.

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**Clause 92**

New Jason Clause, Both-to-Blame Collision Clause, General Clause Paramount, Conwartime 2004, Chamber of Shipping Nuclear Clause, BIMCO ISM Clause and BIMCO ISPS/MTSA Clause for Time Charter Parties 2005 to apply and form part of this Charter Party. All Bill(s) of Lading issued under this Charter shall incorporate the New Jason Clause, Both-to-Blame Collision Clause and Clause Paramount and Voywar 2004.

**Clause 93** – **Dry Dock**

The Owners shall have the option to place the Vessel in dry dock during the currency of this Charter period always giving charterers minimum 90days notice, for which charterers to position the vessel to China/Korea/Japan range and to give minimum 60 days notice to owners for intermediate redelivery of the vessel to perform dry dock/special survey/etc.

Vessel to be placed off hire upon DLOSP one safe port China/Korea/Japan range with sufficient notice from charterers and sufficient fuel onboard. All fuel used by the vessel while off hire shall be for owners' account.

Vessel shall be put back on-hire at DLOSP dockyard

**Clause 94** – **eNOA/D Clause for the Time Charter Parties**

If the Vessel calls at any port(s) or place(s) in the United States, including any United States territories, the Owners/Vessel shall submit an electronic notice of arrival/departure (E-NOA/D) in advance of departure from or arrival at such port(s) or place(s) to the U.S Coast Guard and/or US Customs & Border Protection (CBP) and/or the National Vessel Movement Center (NVMC) in compliance with US Coast Guard’s arrival and departure reporting requirements, CBP Advance Passenger Information System (APIS). If the vessel does not have the capability to do this directly, electronic filing cost through the agent to be for Charterers' account.

**Clause 95 - Sales Option**

Owners have the option to sell the vessel including any balance period of this Charter Party and/or change the vessel’s flag, class, management, ownership, etc, anytime during the currency of this charter party, subject to giving Charterers notice in advance however, in any case, charter party terms to remain in force even if Ownership has changed.

**Clause 96 - BIMCO Piracy Clause for Time Charter Parties 2013**

(a) The Vessel shall not be obliged to proceed or required to continue to or through, any port, place, area or zone, or any waterway or canal (hereinafter “Area”) which, in the reasonable judgement of the Master and/or the Owners, is dangerous to the Vessel, cargo, crew or other persons on board the Vessel due to any actual, threatened or reported acts of piracy and/or violent robbery and/or capture/seizure (hereinafter “Piracy”), 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.

(b) If in accordance with sub-clause (a) the Owners decide that the Vessel shall not proceed or continue to or through the Area they must immediately inform the Charterers. The Charterers shall be obliged to issue alternative voyage orders and shall indemnify the Owners for any claims from holders of the Bills of Lading or third parties caused by waiting for such orders and/or the performance of an alternative voyage. Any time lost as a result of complying with such orders shall not be considered offi hire.

(c) If the Owners consent or if the Vessel proceeds to or through an Area exposed to the risk of Piracy the Owners shall have the liberty:

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(i) to take reasonable preventative measures to protect the Vessel, crew and cargo including but not limited to re-routeing within the Area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel and/or deploying equipment on or about the Vessel (including embarkation/disembarkation).

(ii) to comply with the requirements of the Owners’ insurers under the terms of the Vessel’s insurance(s);

(iii) to comply with all orders, directions, recommendations or advice given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group (including military authorities) whatsoever acting with the power to compel compliance with their orders or directions; and

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

and the Charterers shall indemnify the Owners for any claims from holders of Bills of Lading or third parties caused by the Vessel proceeding as aforesaid, save to the extent that such claims are covered by additional insurance as provided in sub-clause (d)(iii).

(d) Costs

(i) If the Vessel proceeds to or through an Area where due to risk of Piracy additional costs will be incurred including but not limited to additional personnel and preventative measures to avoid Piracy, such reasonable costs shall be for the Charterers’ account. Any time lost waiting for convoys, following recommended routeing, timing, or reducing speed or taking measures to minimise risk, shall be for the Charterers’ account and the Vessel shall remain on hire;

(ii) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers;

(iii) If the Vessel proceeds to or through an Area exposed to the risk of Piracy, the Charterers shall reimburse to the Owners any additional premiums required by the Owners' insurers and the costs of any additional insurances that the Owners reasonably require in connection with Piracy risks which may include but not be limited to War Loss of Hire and/or maritime K&R.

(iv) All payments arising under Sub-clause (d) shall be settled within fifteen (15) days of receipt of Owners’ supported invoices or on redelivery, whichever occurs first.

(e) If the Vessel is attacked by pirates any time lost shall be for the account of the Charterers and the Vessel shall remain on hire.

(f) If the Vessel is seized by pirates the Owners shall keep the Charterers closely informed of the efforts made to have the Vessel released. The Vessel shall remain on hire throughout the seizure and the Charterers’ obligations shall remain unaffected, except that hire payments shall cease as of the ninety-first (91st) day after the seizure until release. The Charterers shall pay hire, or if the Vessel has been redelivered, the equivalent of Charter Party hire, for any time lost in making good any damage and deterioration resulting from the seizure. The Charterers shall not be liable for late redelivery under this Charter Party resulting from the seizure of the Vessel.

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

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between the provisions of this Clause and any implied or express provision of the Charter Party, this Clause shall prevail.

**Clause 97 - 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

**Clause 98 - U.S. Census Bureau Mandatory Automated Export System (AES) Clause for Time Charter Parties**

(a) If the Vessel loads cargo in any US port or place, the Charterers shall comply with the current US Census Bureau Regulations (15 CFR 30) or any subsequent amendments thereto and shall undertake the role of carrier for the purposes of such regulations and shall, in their own name, time and expense:

(i) Have in place a SCAC (Standard Carrier Alpha Code); (ii) Have in place an ICB (International Carrier Bond);

(iii) Provide the Owners with a timely confirmation of (i) and (ii) above; and

(iv) Submit a export ocean manifest by AES (Automated Export System) to the US Census

Bureau and provide the Owners at the same time with a copy thereof.

(b) The Charterers assume liability for and shall indemnify, defend and hold harmless the Owners against any loss and/or damage whatsoever (including consequential loss and/or damage) and/or any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Charterers’ failure to comply with any of the provisions of sub clause (a). Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, the Vessel shall remain on hire.

(c) If the Charterers' ICB is used to meet any penalties, duties, taxes or other charges which are solely the responsibility of the Owners, the Owners shall promptly reimburse the Charterers for those amounts.

(d) The assumption of the role of carrier by the Charterers pursuant to this Clause and for the purpose of the US Census Bureau Regulations (15 CFR 30) shall be without prejudice to the identity of carrier under any bill of lading, other contract, law or regulation.

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**Clause 99 - Radioactivity Risk Clause for Time Charter Parties 2012**

(a) The Vessel shall not be obliged to proceed or required to continue to or through or remain at, any port, place, area or zone, or any waterway or canal (hereinafter “Area”) which may expose the Vessel, her cargo, crew or other persons on board the Vessel to danger from levels of ionizing radiations from or contamination by radioactivity from any nuclear fuel, nuclear waste or from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or component thereof (hereinafter “Radioactivity”) determined by a competent national or international authority (including but not limited to the International Atomic Energy Authority and/or the World Health Organization) to be harmful to human health.

(b) If in accordance with sub‐clause (a) the Owners decide that the Vessel shall not proceed or continue to or through or remain in the Area they must immediately inform the Charterers. The Charterers shall be obliged to issue alternative voyage orders and shall indemnify the Owners for any claims from holders of the Bills of Lading caused by waiting for such orders and/or the performance of an alternative voyage. Any time lost as a result of waiting for or complying with such orders shall not be considered off‐hire.

(c) The Vessel shall have liberty to comply with all orders, directions, recommendations or advice of competent authorities referred to in Sub‐clause (a) and/or the Flag State of the Vessel in respect of arrival, routes, ports of call, destinations, discharge of cargo, delivery, or in any other way whatsoever.

(d) The Charterers warrant that they shall not load cargoes and/or empty containers and/or supply bunkers that have levels of Radioactivity in excess of normal radiation levels for these items. The Owners, at their discretion, may arrange for a radioactive survey by an independent qualified surveyor. If the level of Radioactivity in the cargoes, empty containers and/or bunkers is determined by the surveyor to exceed normal levels for these items, the Owners shall have the right to refuse to load such cargoes, empty containers and/or bunkers, and the cost, expense and time for the survey shall be borne by the Charterers. If radiation levels are found by the surveyor to be within normal levels for these items, the cost, expense and time for the survey shall be borne by the Owners.

(e) Any delays arising out of measures taken by port authorities to screen the Vessel for radiation either in the countries affected by Radioactivity or at subsequent ports of call shall be for the Charterers’ account. Any time lost as a result of complying with such screening shall not be considered off‐hire. If the Vessel’ s ballast water is found to be contaminated by Radioactivity above normal levels then the cost of the safe disposal of the contaminated ballast water, decontamination of the Vessel’s ballast water tanks and any delays arising out of the contamination to the Vessel shall be borne by the Charterers.

(f) If in compliance with this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party. In the event of a conflict between the provisions of this Clause and any implied or express provision of the Charter Party, this Clause shall prevail to the extent of such conflict, but no further.

**Clause 100 - Slow Steaming Clause for Time Charter Parties**

(a) The Charterers may at their discretion provide, in writing to the Master, instructions to reduce speed or RPM (main engine Revolutions Per Minute) and/or instructions to adjust the Vessel’s speed to meet a specified time of arrival at a particular destination.

(i) \*Slow Steaming – Where the Charterers give instructions to the Master to adjust the speed or RPM, the Master shall, subject always to the Master’s obligations in respect of the safety of the Vessel, crew and cargo and the protection of the marine environment, comply with such written instructions, provided that the engine(s) continue(s) to operate above the cut-out point of the Vessel's engine(s) auxiliary blower(s) and that such instructions will not result in the Vessel’s engine(s) and/or equipment operating outside the manufacturers’/designers’ recommendations as published from time to time.

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(b) At all speeds the Owners shall exercise due diligence to ensure that the Vessel is operated in a manner which minimises fuel consumption, always taking into account and subject to the following:

(i) The Owners’ warranties under this Charter Party relating to the Vessel’s speed and consumption;

(ii) The Charterers’ instructions as to the Vessel’s speed and/or RPM and/or specified time of arrival at a particular destination;

(iii) The safety of the Vessel, crew and cargo and the protection of the marine environment; and

(iv) The Owners’ obligations under any bills of lading, waybills or other documents evidencing contracts of carriage issued by them or on their behalf.

(c) For the purposes of Sub-clause (b), the Owners shall exercise due diligence to minimise fuel consumption:

(i) when planning voyages, adjusting the Vessel’s trim and operating main engine(s) and auxiliary engine(s);

(ii) by making optimal use of the Vessel’s navigation equipment and any additional aids provided by the Charterers, such as weather routing, voyage optimization and performance monitoring systems; and

(iii) by directing the Master to report any data that the Charterers may reasonably request to further improve the energy efficiency of the Vessel.

(d) The Owners and the Charterers shall share any findings and best practices that they may have identified on potential improvements to the Vessel’s energy efficiency.

(e) \*\*For the avoidance of doubt, where the Vessel proceeds at a reduced speed or with reduced RPM pursuant to Sub-clause (a), then provided that the Master has exercised due diligence to comply with such instructions, this shall constitute compliance with, and there shall be no breach of, any obligation requiring the Vessel to proceed with utmost and/or due despatch (or any other such similar/equivalent expression).

(f) \*\*The Charterers shall ensure that the terms of the bills of lading, waybills or other documents evidencing contracts of carriage issued by or on behalf of the Owners provide that compliance by Owners with this Clause does not constitute a breach of the contract of carriage. The Charterers shall indemnify the Owners against all consequences and liabilities that may arise from bills of lading, waybills or other documents evidencing contracts of carriage being issued as presented to the extent that the terms of such bills of lading, waybills or other documents evidencing contracts of carriage impose or result in breach of the Owners’ obligation to proceed with due despatch or are to be held to be a deviation or the imposition of more onerous liabilities upon the Owners than those assumed by the Owners pursuant to this Clause.

**Clause 101 - BIMCO EU Advance Cargo Declaration Clause for Time Charter Parties 2012**

(a) If the Vessel loads cargo in any EU port or place destined for a port or place outside the EU (“Exported”) or loads cargo outside the EU destined for an EU port or place or passing through EU ports or places in transit (“Imported”), the Charterers shall, for the purposes of this Clause, comply with the requirements of the EU Advance Cargo Declaration Regulations (the Security Amendment to the Community Customs Code, Regulations 648/2005; 1875/2006; and 312/2009) or any subsequent amendments thereto and shall, in their own name, and in their time and at their expense:

(i) Have in place an EORI number (Economic Operator Registration and Identification); (ii) Provide the Owners with a timely confirmation of (i) above as appropriate; and

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(iii) Where the cargo is being:

1. Exported: Submit, or arrange for the submission of, a customs declaration for export or, if a customs declaration or a re-export notification is not required, an exit summary declaration; or

2. Imported: Submit, or arrange for the submission of, an entry summary declaration.

Unless otherwise permitted by the relevant customs authorities, such declarations shall be submitted to them electronically.

(b) The Charterers assume liability for and shall indemnify, defend and hold harmless the Owners against any loss and/or damage and/or any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Charterers’ failure to comply with any of the provisions of sub-clause (a). Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, the Vessel shall remain on hire.

**\* \* \* \* \* \* \* \* \* \***

**BOTH-TO-BLAME COLLISION CLAUSE**

“If the ship comes into collision with another ship as result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other non-carrying ship or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.

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 to a collision or contact.”

**\* \* \* \* \* \* \* \* \* \***

**NEW JASON CLAUSE**

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

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

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shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery.

**\* \* \* \* \* \* \* \* \* \***

**GENERAL CLAUSE PARAMOUNT**

The International Convention for the Unification of Certain Rules of Law relating to Bill(s) 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 apply compulsorily to this contract. 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 arsing 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.

**\* \* \* \* \* \* \* \* \* \***

**U.S.A. CLAUSE PARAMOUNT**

This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States approved April 16, 1936 which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided herein) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the carrier. The carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or mis-delivery of loss of or damage to the goods occurring whilst the goods are not in the actual custody of the carrier.

**\* \* \* \* \* \* \* \* \* \***

**CANADIAN CLAUSE PARAMOUNT**

This Bill of Lading, so far as it relates to the carriage of goods by water, shall have effect, subject to the provisions of the Water Carriage of Goods Act, 1936, enacted by the Parliament of the Dominion of Canada, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the said Act. If any term of this Bill of Lading be repugnant to said Act to any extent such terms shall be void to that extent but no further.

**\* \* \* \* \* \* \* \* \* \***

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**CHAMBER OF SHIPPING NUCLEAR FUELS CLAUSE**

Notwithstanding any other provision contained in this Charter, it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter Party. This exclusion does not apply to radioactive isotopes used or intended to be used for any industrial, commercial, agricultural, medial or scientific purpose, provided Owners’ prior approval has been obtained to the loading thereof.

- End -

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