



RECOMMENDED
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL
UNIFORM GENERAL CHARTER (AS REVISED 1922, 1976 and 1994)
To be used for trades for which no specially approved form is in force)
CODE NAME: GENCON

1. Shipbroker	2. Place and date
3. Owners/Place of business (Cl. 1) Disponent Owners:	4. Charterers/Place of business (Cl. 1) TIANYUAN LOGISTICS SHIPPING(HK) LIMITED ROOM 605, BUILDING 1, GUANGHUA CHANG'AN PLAZA 7 JIANNEI AVENUE BEIJING CHINA
5. Vessel's name (Cl. 1) (Vessel)	6. Grt/Nrt (Cl. 1) Cl. 66
7. DWT all told on summer load line in metric tons (abt.) (Cl. 1) Cl. 66	8. Present position (Cl. 1)
9. Expected ready to load (abt.) (Cl. 1)	
10. Loading port or place (Cl. 1) The place of loading is located 2 nautical miles offshore west of Takoradi Harbour breakwater (in approximate position 4 deg 53'N and 1 deg 42' W) (Transshipment Anchorage) or such other safe position as shall be directed by the Charterer.	11. Discharging port or place(Cl.1)
12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl.1) ?? mts 10 pct MOLOO of manganese ore in bulk (Cargo)	
13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4) (To be inserted)	14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4). Cl. 34
15. State if vessel's cargo handling gear shall not be used (Cl. 5) Cl. 40	16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b). If total laytime for load. and disch., fill in c) only) (Cl. 6)
17. Shippers/Place of business (Cl. 6)	(a) Laytime for loading Cl. 20
18. Agents (loading) (Cl. 6) Charterers' Agents	(b) Laytime for discharging Cl. 20
19. Agents (discharging) (Cl. 6) Charterers' Agents	(c) Total laytime for loading and discharging
20. Demurrage rate and manner payable (loading and discharging) (Cl. 7) Cl. 34&35	21. Cancelling date (Cl. 9)
22. General Average to be adjusted at (Cl. 12) London, English Law	
23. Freight Tax (Cl. 13 (c)) Cl. 37	24. Brokerage commission and to whom payable (Cl. 15)
25. Law and arbitration Cl. 41 (a) State maximum amount for small claims/shortened arbitration (Cl. 41) Cl.41 USD 100,000	26. Additional clauses covering special provisions, if agreed From 20 to 72 and all appendix or appendices inclusive
Signature (Owners)	Signature (Charterers) TIANYUAN LOGISTICS SHIPPING(HK) LIMITED

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter Party which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

PART II "Gencon" Charter Party
(As Revised 1922, 1976 and 1994)

1. It is agreed between the party mentioned in Box 3 as the Owners of the Vessel named in Box 5, of the GT/NT indicated in Box 6 and carrying about the number of metric tons of deadweight capacity all told on summer loadline stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter Party about the date indicated in Box 9, and the party mentioned as the Charterers in Box 4 that: The said Vessel shall, as soon as her prior commitments have been completed, proceed to the loading port(s) or place(s) stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load full and complete cargo (if shipment of deck cargo agreed same to be at the Charterers' risk and responsibility) as stated in Box 12, which the Charterers bind themselves to ship, and being so loaded the Vessel shall proceed to the discharging port(s) or place(s) stated in Box 11 as ordered on signing Bills of Lading, or so near thereto as she may safely get and lie always afloat, and there deliver the cargo.	1 2 3 4 5 6 7 8 9 10 11 12 13 14	readiness at loading port to be given to the Shippers named in Box 17 or if not named, to the Charterers or their agents named in Box 18. Notice of readiness at the discharging port to be given to the Receivers or, if not known, to the Charterers or their agents named in Box 19. If the loading/discharging berth is not available on the Vessel's arrival at or off the port of loading/discharging, the Vessel shall be entitled to give notice of readiness within ordinary office hours on arrival there, whether in free pratique or not, whether customs cleared or not. Laytime or time on demurrage shall then count as if she were in berth and in all respects ready for loading/discharging provided that the Master warrants that she is in fact ready in all respects. Time used in moving from the place of waiting to the loading/discharging berth shall not count as laytime. If, after inspection, the Vessel is found not to be ready in all respects to load/dischARGE time lost after the discovery thereof until the Vessel is again ready to load/dischARGE shall not count as laytime. Time used before commencement of Laytime shall count • Indicate alternative (a) or (b) as agreed, in Box 16. See cl 20	105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121
2. Owners' Responsibility Clause - See Clause 52 The Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by personal want of due diligence on the part of the Owners or their Manager to make the Vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied, or by the personal act or default of the Owners or their Manager. Owners / Master to remain responsible for proper stowage and And the Owners are not responsible for loss, damage or delay arising from any other cause whatsoever, even from the neglect or default of the Master or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this Clause, be responsible, or from unseaworthiness of the Vessel on loading or commencement of the voyage or at any time whatsoever.	15 16 17 18 19 20 21 22 23 24 25 26 27	7. Demurrage - See Clause 35 Demurrage at the loading and discharging port is payable by the Charterers at the rate stated in Box 20 in the manner stated in Box 20 per day or pro rata for any part of a day. Demurrage shall fall due day by day and shall be payable upon receipt of the Owners' invoice. In the event the demurrage is not paid in accordance with the above, the Owners shall give the Charterers 96 running hours written notice to rectify the failure. If the demurrage is not paid at the expiration of this time limit and if the vessel is in or at the loading port, the Owners are entitled at any time to terminate the Charter Party and claim damages for any losses caused thereby.	122 123 124 125 126 127 128 129 130 131
3. Deviation Clause The Vessel has liberty to call at any port or ports if in emergency in any order, for any purpose for bunker purpose. to sail without pilots, to tow and/or assist Vessels if in emergency in all situations, and also to deviate for the purpose of saving life and/or property.	28 29 30 31	8. Lien Clause The Owners shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, dead-freight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering same.	132 133 134 135 136
4. Payment of Freight - See Clause 34 (a) The freight at the rate stated in Box 13 shall be paid in cash calculated on the intaken quantity of cargo. (b) Prepaid. If according to Box 13 freight is to be paid on shipment, it shall be deemed earned and non-returnable. Vessel and/or cargo lost or not lost. Neither the Owners nor their agents shall be required to sign or endorse bills of lading showing freight prepaid unless the freight due to the Owners has actually been paid. (c) On delivery. If according to Box 13 freight, or part thereof, is payable at destination it shall not be deemed earned until the cargo is thus delivered. Notwithstanding the provisions under (a), if freight or part thereof is payable on delivery of the cargo the Charterers shall have the option of paying the freight on delivered weight/quantity provided such option is declared before breaking bulk and the weight/quantity can be ascertained by official weighing machine, joint draft survey or tally. Cash for Vessel's ordinary disbursements at the port of loading to be advanced by the Charterers, if required, at highest current rate of exchange, subject to two (2) per cent to cover insurance and other expenses.	32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49	9. Cancelling Clause (a) Should the Vessel not be ready to load (whether in berth or not) on the cancelling date indicated in Box 21, the Charterers shall have the option of cancelling this Charter Party. (b) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready to load by the cancelling date, they shall notify the Charterers thereof without delay stating the expected date of the Vessel's readiness to load and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancelling date. Such option must be declared by the Charterers within 48 running hours after The receipt of the Owners' notice. If the Charterers do not exercise their option of cancelling, then this Charter Party shall be deemed to be amended such that The seventh day after the new readiness date stated in the Owners' notification To the Charterers shall be the new cancelling date. The provisions of sub-clause (b) of this Clause shall operate only once, and in Case of the Vessel's further delay, the Charterers shall have the option of Cancelling the Charter Party as per sub-clause (a) of this Clause.	137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153
5. Loading/Discharging - See Clause 47, 51, 51 & 53. (a) Costs/Risks The cargo shall be brought into the holds, loaded, stowed and/or trimmed, tallied, lashed and/or secured and taken from the holds and discharged by the Charterers, free of any risk, liability and expense whatsoever to the Owners. The Charterers shall provide and lay all dunnage material as required for the proper stowage and protection of the cargo on board, the Owners allowing the use of all dunnage available on board. The Charterers shall be responsible for and pay the cost of removing their dunnage after discharge of the cargo under this Charter Party and time to count until dunnage has been removed. (b) Cargo Handling Gear Unless the Vessel is gearless or unless it has been agreed between the parties that the Vessel's gear shall not be used and stated as such in Box 15, the Owners shall throughout the duration of loading/discharging give free use of the Vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear. All such equipment to be in good working order. Unless caused by negligence of the stevedores, time lost by breakdown of the Vessel's cargo handling gear or motive power - pro rata the total number of cranes/winchmen required at that time for the loading/discharging of cargo under this Charter Party - shall not count as laytime or time on demurrage. On request the Owners shall provide free of charge cranesmen/winchmen from the crew to operate the Vessel's cargo handling gear, unless local regulations prohibit this, in which latter event shore labourers shall be for the account of the Charterers. Cranesmen/winchmen shall be under the Charterers' risk and responsibility and as stevedores to be deemed as their servants but shall always work under the supervision of the Master. (c) Stevedore Damage The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores. Such damage shall be notified as soon as reasonably possible by the Master to the Charterers or their agents and to their Stevedores, failing which the Charterers shall not be held responsible. The Master shall endeavour to obtain the Stevedores' written acknowledgement of liability if possible. The Charterers are obliged to repair any stevedore damage prior to completion of the voyage, but must repair stevedore damage affecting the Vessel's seaworthiness or class before the Vessel sails from the port where such damage was caused or found. All additional expenses incurred shall be for the account of the Charterers and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.	50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88	10. Bills of Lading - See Clause 28 Bills of Lading shall be presented and signed by the Master as per the "Congenbill" Bill of Lading form, Edition 1994, without prejudice to this Charter Party, or by the Owners' agents provided written authority has been given by Owners to the agents, a copy of which is to be furnished to the Charterers. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the signing of bills of lading as presented to the extent that The terms or contents of such bills of lading impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Charter Party. 11. Both-to-Blame Collision Clause If the Vessel comes into collision with another vessel as a result of the Negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will Indemnify the Owners against all loss or liability to the other or non-carrying Vessel 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 said cargo, paid or Payable by the other or non-carrying vessel or her owners to the owners of said Cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact 12. General Average and New Jason Clause General Average shall be adjusted in London unless otherwise agreed in Box 22 according to York-Antwerp Rules 1994 and any subsequent modification thereof. Proprietors of cargo to pay the cargo's share in the general expenses even if same have been necessitated through neglect or default of the Owners' servants (see Clause 2). If General Average is to be adjusted in accordance with the law and practice of The United States of America, the following Clause shall apply: "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 Owners are not Responsible, by statute, contract or otherwise, the cargo shippers, consignees Or the owners of the cargo shall contribute with the Owners 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 cargo. If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and Special charges thereon shall, if required, be made by the cargo, shippers, Consignees or owners of the goods to the Owners before delivery."	154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198
6. Laytime - See Clause 20 (a) Separate laytime for loading and discharging The cargo shall be loaded within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count. The cargo shall be discharged within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count. (b) Total laytime for loading and discharging The cargo shall be loaded and discharged within the number of total running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count (c) Commencement of laytime (loading and discharging) Laytime for loading and discharging shall commence at 14.00 hours, if notice of Readiness is given up to and including 12.00 hours, and at 08.00-06.00 hours next working day if notice given during office hours after 12.00 hours. Notice of —	89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104	13. Taxes and Dues Clause- See Clause 37 (a) On Vessel The Owners shall pay all dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed. (b) On cargo The Charterers shall pay all dues, charges, duties and taxes customarily levied on the cargo, howsoever the amount thereof may be assessed. (c) On freight Unless otherwise agreed in Box 23, taxes levied on the freight shall be for the Charterers' account.	199 200 201 202 203 204 205 206

PART II "Gencon" Charter Party (As Revised 1922, 1976 and 1994)

14. Agency – See Clause 36	207	5) The Vessel shall have liberty:	314
In every case the Owners Charterers shall appoint their own Agent both at the port of loading and the port of discharge.	208	(a) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;	315
	209	to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;	316
15. Brokerage	210	(b) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, 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;	317
A brokerage commission at the rate stated in Box 24 on the freight, dead freight and demurrage earned is due to the party mentioned in Box 24.	211	(c) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;	318
In case of non-execution 1/3 of the brokerage on the estimated amount of freight to be paid by the party responsible for such non-execution to the Brokers as indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be agreed.	212	to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;	319
	213	(f) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.	320
	214	(6) If in compliance with any of the provisions of sub-clauses (2) to (5) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.	321
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16. General Strike Clause			324
(a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.	217		325
(b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after the Vessel's arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance to the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	218		326
(c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or affecting the actual loading or discharging of the cargo.	219		327
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17. BIMCO VOYWAR 1993		18. General Ice Clause	345
(1) For the purpose of this Clause, the words:	247	Port of loading	346
(a) "The 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	248	(a) In the event of the loading port being inaccessible by reason of ice when the Vessel is ready to proceed from her last port or at any time during the voyage on the Vessel's arrival or in case frost sets in after the Vessel's arrival, the Master for fear of being frozen in is at liberty to leave without cargo, and this Charter Party shall be null and void.	347
(b) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of 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 whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.	249	(b) If during loading the Master, for fear of the Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for the Owners' benefit for any port or ports including port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at the Vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Charterers, freight being paid on quantity delivered (in proportion if lumpsum), all other conditions as per this Charter Party.	348
(2) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.	250	(c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or the Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under section (b) or to declare the Charter Party null and void unless the Charterers agree to load full cargo at the open port.	349
(3) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.	251	Port of discharge	350
(4) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken, in this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.	252	(a) Should ice prevent the Vessel from reaching port of discharge the Charterers shall have the option of keeping the Vessel waiting until the re-opening of navigation and paying demurrage or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the impossibility of reaching port of destination.	351
	253	(b) If during discharging the Master for fear of the Vessel being frozen in deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest accessible port where she can safely discharge. On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	352
	254	<i>Ice clause to be applicable in case port is closed for entering of non ice-classed vessels. However if entering of such vessel's can be permitted by Port's Authorities against presentation by Owners the required by Authorities' documents, Owners are obliged to produce the documents and obtain the permission for their expenses, time, risk and responsibility.</i>	353
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		19. Law and Arbitration- See Clause 41	382
		(a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force. Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrators so appointed shall appoint a third arbitrator, the decision of the three-man tribunal thus constituted or any two of them, shall be final. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall be final.	383
		For disputes where the total amount claimed by either party does not exceed the amount stated in Box 25** the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.	384
		* (b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and should any dispute arise out of this Charter Party, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and 401 the third by the two so chosen: their decision or that of any two of them shall be final, and for purpose of enforcing any award, this agreement may be made a rule of the Court. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc..	400
		For disputes where the total amount claimed by either party does not exceed the amount stated in Box 25** the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc..	401
		* (c) Any dispute arising out of this Charter Party shall be referred to arbitration at the place indicated in Box 25, subject to the procedures applicable there. The laws of the place indicated in Box 25 shall govern this Charter Party.	411
		(d) If Box 25 in Part I is not filled in, sub-clause (a) of this Clause shall apply.	412
		** (a), (b) and (c) are alternatives: indicate alternative agreed in Box 25.	413
		** Where no figure is supplied in Box 25 in Part I, this provision only shall be void but the other provisions of this Clause shall have full force and remain in effect.	414
			415
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Rider to the Charter Party dated

For M/V

20. LOADPORT AND DISCHARGE PORT REQUIREMENTS

NOR to be tendered to the Transshipment Vessel at any time day or night and time for loading to commence 12(twelve) hours after NOR has been provided and vessel is in all respects ready to load cargo and in free pratique. Cargo is to be loaded at the average rate of [] MTS per weather working days SHINC. Time not to count in adverse weather (including tide and swell) even if already on demurrage.

NOR to be tendered at the discharge port(s) [as appropriate] provided vessel arrives at the agreed discharging place and is in all respects ready to discharge cargo. Charterers' cargo is to be discharged at the discharge port(s) at the average rate of 20,000 PWWD SHINC. 12HRS TT at each port. Laytime at discharge port(s) to commence 12 hours after NOR has been tendered.

The above loading and discharging rates have been calculated on the basis of all the vessel's hatches being available for loading and discharging when and as required by Charterer.

Rider to the Charter Party dated

For M/V

Charterer is not bound to commence loading the Vessel and laytime shall not commence before 00:01 on the first day of the Laycan Period specified in the Fixture Note, unless otherwise agreed. Should the Vessel not be presented ready to load on or before 23:59 on the last day of the Laycan Period specified in the Fixture Note ('Cancelling Date'), Charterer has the right, without any liability or penalty attaching, to cancel the voyage.

At both loading and discharging ports:

- Time spent waiting for low and high tides not to count even if already on demurrage

- Time for opening and closing of hatches at each port shall not count, even if vessel is on demurrage.

- Shifting of vessel to/from anchorage or place of waiting to/from loading/discharging berth not to count even if already on demurrage

- Time for statutory loading/discharging formalities like customs, immigration, port health and draft survey/surveys etc. shall not to count as lay-time even if already on demurrage

Rider to the Charter Party dated

For M/V

- Time for ballasting/de-ballasting as well as draft checking not to count as lay-time even if already on demurrage
- Time not to count in adverse weather(including tide and swell) even if already on demurrage
- Passage time from pilot station or customary anchorage/waiting place to the berth shall not count even if already on demurrage

If loading berth/discharging berth is not available when the vessel arrives to the port at customary anchorage/waiting place, master to be authorized to tendered NOR whether in port or not, whether in berth or not, whether custom cleared or not, whether in free pratique or not from anchorage or customary anchorage/waiting place. Laytime at all ports to be non-reversible. Time used in moving vessel from the place of waiting to the loading/discharging berth/anchorage/place shall not count as laytime or time on demurrage.

Laytime permitted at loading and discharging port(s), shall be calculated on the Bill(s) of Lading quantity and deadfreight quantity, if any.

Rider to the Charter Party dated
For M/V

In the event that free pratique and/or customs clearance is not granted and/or the vessel is not ready in all respects to load or discharge when the NOR was tendered and/or when requested to load or discharge, the previously tendered NOR shall be deemed null and void and no laytime or time on demurrage shall have accrued, and a new NOR shall be tendered when the vessel has complied with the aforementioned conditions.

Owners will appoint Supermaritime Agency nominated at Takoradi by Charterer. The Charterer assumes no responsibility should the agents be unable to fulfill all or part of their obligations.

At discharging port(s) Charterers' nominated agent and which to be appointed by the Owners.

Owners to comply with Schedule 2 (Operations) as attached (Appendix A) and provide full details as per point 2.2

The Transshipment Vessel can accommodate OG vessels (subject to ballast and cargo quantity loaded) up to a maximum hatch coaming height of 15.5 meters.

Mooring winch and windlass configuration – as advised.

Rider to the Charter Party dated
For M/V

21. NOTICE REQUIREMENTS

Notice on fixing, and then every 48 hours preliminary notices, 96/72/48/24 hours definite notice of ETA at loading port to be sent by master/Owners to the Charterers and to the agents. Upon leaving loading port, master/Owners to send vessel's ETA, Bill(s) of Lading weight and estimated arrival draft to be followed by every 48 hours preliminary notices and 96/72/48/24 hours definite ETA, notice to Charterers and as soon as final discharge port nominated to the agent. The master/Owners are to keep all parties continuously informed of any delays/alterations in vessel's ETA at both ends.

22. OWNERS' OBLIGATIONS

Owners guarantee:

- (i) The vessel is in all respects suitable to load and carry the subject cargo to the nominated discharge port after loading at the Transshipment Anchorage and the Owner confirms the master and crew have experience of transshipment operations and adapting offshore mooring and unmooring arrangements to take into account of changing offshore weather conditions whilst the vessel is loading the subject cargo. Should the master and crew fail to adopt

Rider to the Charter Party dated

For M/V

such measures as are necessary to account for changing sea and weather conditions and the vessel causes damage to any other vessel operation within the Transshipment Anchorage the Owners are to be responsible for all damage, costs, delay and other expenses so arising.

- (ii) All holds to be free of padeyes, containers shoes, stanchions, pillars, stiffeners, recess and any other obstructions including cargo gear which may hinder the loading operation. Before commencement of loading vessel's holds are to be dry, clean and completely free of previous cargoes, without any paint flake, any rust and any odour in order to receive the Charterers' cargo. Should vessel's holds not be found ready for loading then all time from rejection of holds till readiness not to count as laytime or time on demurrage.
- (iii) All mooring ropes and/or lines are to be in sound condition at the commencement of the loading operation and Charterer will not be responsible for any wear and tear which occurs to the mooring ropes during the mooring, loading, shifting and/or unmooring process and/or any other damage which occurs to the vessel's hull, winches and/or rails throughout that same process and/or at any other time whilst the vessel is moored at the Transshipment Anchorage.

Rider to the Charter Party dated

For M/V

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- (iv) In case of any dispute in relation to (iii) above, the decision of an independent surveyor jointly appointed will be binding on the Owner and Charterer. In case the Owner and Charterer are unable to agree on an independent surveyor then the Owner and Charterer will request the president of the LMAA will make the nomination. Costs of the independent surveyor to be for account of responsible Party.
- (v) Owners confirm/guarantee that head owner and/or disponent owners there is no North Korean or Iran interest whatsoever in the vessel/Owner/Management/crew etc.
- (vi) Owners guarantee that vessel shall not be owned, flagged or chartered by any country, person or entity, which would cause violation of or be penalized by economic sanctions laws.
- (vii) Owners warrant and confirm that: 1) currently the vessel has no bunkers on board supplied by O.W. Bunker and Trading A/S and/or related companies and/or its subsidiaries and/or subcontractors; and 2) there is no maritime lien against the vessel for unpaid bunker. In the event that the vessel is arrested or bunkers on board are attached/seized during the currency of this Charter, all time lost and costs and charges incurred as a result, will be for Owner's account.
- (viii) Owners shall endeavour to ensure that the performing vessel can be

Rider to the Charter Party dated
For M/V

accepted by shipper and condition on port(s) regulations.

Owners undertake that Owner and/or master:

Shall at all times be solely responsible to establish the applicable vessel size, draft and air-draft requirements for loading and discharging port(s) and to ensure that the vessel is loaded so as to comply at all times with such requirements;

Shall at each loading and discharging ports have vessel's tanks free of substances harmful to the marine environment within the meaning of MARPOL Annex V, and Owners agrees to indemnify Charterer for all consequences (if any) associated with any breach or alleged breach of Owners' obligations under MARPOL Annex V, time not count even if on demurrage for any delay occasioned thereby.

23. WORK PERIODS

Charterers shall have the liberty to work the vessel during any expected periods, if local regulations permit.

24. OPENING AND CLOSING OF HATCHES

Rider to the Charter Party dated

For M/V

Opening and closing of hatches, also intermediate and rigging of cargo gears shall always be done for Owners' account and time even if already on demurrage. Owners to be responsible for stevedore standby caused due to malfunctioning of hatches. Hatch cover, sweat battens and any other similar equipment to be stowed in such a way that they do not interfere with loading/discharging operations.

Owners are to exercise due diligence to make the ship seaworthy in all respects and to ensure the water tightness of all hatch covers and closures. If the water tightness of any hatch or closure appears to be deficient, Owners shall promptly take all measure to reinstate and repair the same and this shall be done at Owners' time and expense and for Owners account.

25. MASTER'S INSTRUCTION

Stevedores shall load, discharge, stow the cargo in accordance with master's instructions and to his entire satisfaction and under his supervision. Master to ensure the safe stowage of cargo. Cargo to be loaded in vessel's holds only, any other compartments not to be permitted for loading. No other cargo to be loaded on board the vessel.

26. AGENTS

Rider to the Charter Party dated

For M/V

The pilots, master, officers and crew of the vessel and any tow boat person as well as any agent in port or facility assisting the vessel shall not be an agent or employee of the Charterer and the Charterer shall not be liable for any loss, damage or claims resulting from or arising out of negligence or error of any of them whilst the vessel is proceeding to or lying/staying at any place of loading and discharging.

27. STEVEDORE DAMAGE

Stevedore damage to be settled directly between Owners and stevedores without Charterers interference. In case of stevedore damage to the vessel, master to notify the stevedores of damage in writing as soon as possible but in any case within the same stevedores shift or its occurrence and any claims for stevedore damage to be settled directly between Owners and stevedores. In case Owners are unable to settle cost of damages directly with stevedores, Charterers to offer reasonable assistance Owners in pursuing the claim for direct settlement between Owners and stevedores.

28. BILLS OF LADING

Bills of lading weight is to be determined by draft survey. Master/Owners shall authorize Charterers' agents Messrs. Business West, (Export Dept.), Leigh Court Business Centre, Abbots Leigh, Bristol, United Kingdom,

Rider to the Charter Party dated

For M/V

BS8 3RA to sign the Bills of Lading for and on behalf of Master. Drafts of Bills of Lading to be approved by Owners before signing and releasing. Cargo to be released against presentation of original Bills of Lading or Charterers' Letter of Indemnity as per Owners P&I Club wording, signed by Charterers only. Vessel to furnish as certified calibration scale for all tanks including fore and aft peak and double bottom tanks and deep-tanks. Plimsoll marks amidships and draft marks on port, starboard side, bow and stern to be clearly cut and marked on shell painting. Vessel to furnish capacity plan, displacement scale and deadweight scale and same to be certified by Master, as to correctness at time of loading.

29. MASTER'S DUTY TO REJECT CARGO

The vessel's master has the duty to reject any cargo for which no clean bills of lading can be issued. In such case master should immediately notify shippers/agents/charterers in writing asking supply of sound cargo. Quantity stated on bills of lading to be conclusive evidence against the ship as to cargo shipped.

30. CHARTER PARTY TERMS

Charter Party terms shall always supersede bills of lading terms, whenever contradictory.

Rider to the Charter Party dated
For M/V

31. CONFIDENTIALITY

All terms and conditions of this Charter Party to be treated strictly confidential and are not to be disclosed to any third party except to lawyers and/or arbitration purpose and is not to feature in any fixtures' list or market reports.

32. PROTECTIVE CLAUSES

All bill(s) of lading issued under this Charter Party shall incorporate an BIMCO Both-to-Blame Collision Clause, General Average and New Jason Clause as amended and in its latest edition.

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

Rider to the Charter Party dated
For M/V

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 arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

33. PERSONAL INJURY

Notwithstanding anything in this Charter Party to the contrary, it is expressly agreed that Owners remain responsible for any personal injury on board the vessel, unless and to the extent that this was solely caused by the gross negligence or willful misconduct of the Charterer or their servants or agents.

Rider to the Charter Party dated

For M/V

34. FREIGHT PAYMENT

The Charterer will pay 95% of freight on Bill of Lading weight in United States Dollars to the Owner's account within five (5) banking days after signing and releasing bills of lading marked "Freight Payable as per Charter Party" but in any event before breaking bulk.

Should "Freight Pre-Paid" bills of lading be required then the Charterer will pay 100% freight prior to the release of the bills of lading.

The balance of freight, together with settlement of despatch or demurrage (if applicable) and freight differential (if applicable) will be paid within thirty (30) days after delivery of the cargo and tender of time sheets, Statement of Facts and signed Notice of Readiness with Owner's calculations of any demurrage or despatch incurred at the loading and discharging ports.

For the purposes of this clause, "banking day" means any day on which banks in China, Hong Kong, Singapore, New York and Zug, Switzerland are generally open for the conduct of business.

Rider to the Charter Party dated
For M/V

35. DEMURRAGE

Demurrage USD PDPR but max ***

Despatch ATS USD PDPR

36. AGENT COSTS

Charterers nominate agents at loading and discharging ports and to be appointed by Owners. QDA at discharge port always to be for Owner's account.

Port DA at both ends always to be on Owners' account. Owner undertakes to provide the nominated agents with funds sufficient to cover vessel(s) disbursements prior to arrival at the respective ports and acknowledge that pursuant to Charterer's worldwide agency arrangements.

37. TAXES AND DUES

Any and all taxes/dues/fees/wharfage on cargo to be for Charterers' account.

Any and all taxes/dues/fees/wharfage on vessel/crew/flag/freight to be for Owners' account.

Rider to the Charter Party dated

For M/V

38. TRANSSHIPMENT ANCHORAGE REQUIREMENTS

Owners guarantee that the vessel complies with the following requirements, which are necessary in order to load at the Transshipment Anchorage:

- (i) Master shall send their cargo loading sequence to the Contractors Takoradi Agent and the Transshipment Vessel prior to nomination for Transshipment Anchorage approval and again as confirmation at first ETA.
- (ii) The following information should be transmitted prior to nomination for approval and again as confirmation at first ETA.
 - A. Flag
 - B. Year of build
 - C. SDWT / LOA/Beam/Draft fully loaded to SDWT
 - D. Number of holds and hatches(including crane capacity and cargo gear certificate)
 - E. Grain capacity and cubic in total and by holds
 - F. Type of hatch covers
 - G. Vessel's class
 - H. P&I Club
 - I. Present position, itinerary, ETA at loading port and expected cargo intake

Rider to the Charter Party dated

For M/V

- J. Last three cargoes and loading ports of vessel including dates
- K. Written confirmation stating that vessel's, Owners and/or management are not covered by any U.N. sanctions
- L. Written confirmation stating that vessel and/or Owner has in effect a drug and alcohol abuse policy
- M. Distance from railing to opposite side of hatch coaming(airdraft WLTHOHC coaming in full ballast condition)
- N. De-ballasting capacity(rate per hour m³ /hr)
- (iii) NOR must be given at via VHF channel 16 and in written form (Telex/Email). Should the master fail to give the above notices of the vessel's ETA at the Transshipment Anchorage, vessel acceptance may be delayed.
- (iv) For the entire operation, the vessel's engines should remain on immediate stand-by and a close watch must be kept on moorings, paying particular attention to chaffing points.
- (v) The port agent for the vessel must be nominated by the contractor
- (vi) The vessel will agree with the Transshipment Vessel a VHF working channel for communication during the loading, preferably channel N° 72
- (vii) If the vessel requires husbanding or other services such as water, provisions and fuel at the Transshipment Anchorage, the master

Rider to the Charter Party dated

For M/V

shall apply for permission to the Transshipment Vessel. This must be done in advance as these items are not readily available at the Transshipment Anchorage. All requests must be made through the Owners.

- (viii) The vessel shall have clear and unobstructed holds and shall be suitable for loading manganese ore in bulk. Vessels to be self-trimming, single deck bulk carriers, classed Lloyd's 100A.1 or equivalent, fully suitable for the carriage of manganese ore in bulk and suitable for grab discharge with no fittings protruding from internal hold surfaces. Vessels to have no centre line beams or bulkheads in any hold or hatchways. Vessels hatch covers and hatchways, if any, shall be removed at loading port at Owner's expense. Vessels bulkheads are not horizontally corrugated.
- (ix) The vessel must comply with Ghanaian local requirements as well as the requirements and regulations of the Transshipment Vessel and shall be capable of loading cargo in all holds as required by Charterer and be cargo-worthy in every respect.
- (x) The vessel must be classified by an IACS member.
- (xi) The vessel must be minimum Right 3 star rated.
- (xii) If the vessel is an OBO, the vessel should have a valid gas free certificate whilst alongside the loading berths. The certificate shall

Rider to the Charter Party dated

For M/V

cover all compartments including slop tanks, but excluding bunker oil tankers. The vessel shall have an operational inert gas system on board. Charters shall have the right to declare the NOR invalid and that laytime shall not commence until gas free certification has been obtained by the owner and loading commences

(xiii) The vessel's holds must be clean to receive cargo on presentation upon arrival at the Transshipment Vessel for loading. The vessel's engine and control systems must be working properly. Allowable dimensions to load at Transshipment Vessel are as follows:

- LOA 250M
- Beam 45m
- Maximum height from waterline to top of railing at vessel's side or top of hatch coaming 14 meters.
- The Transshipment Vessel can accommodate vessel's (subject to ballast and cargo quantity loaded) up to a maximum hatch coaming height of 15.5 meters.

39. OVERTIME

Overtime to be for account of the party ordering same but officer's and crew's overtime shall be on Owner's account.

Rider to the Charter Party dated
For M/V

40. CARGO GEAR (IF APPLICABLE)

At loading and discharging ports vessel to give free use of sufficient light as on board whenever required. Provided described as geared, vessel to be in possession of a valid certificate of efficiency for cargo gear for the duration of this Charter Party. Vessel to give whenever required, free use of her cargo gear as well as power for driving same at any time during loading and discharging operation.

Cargo gear to be in good working order and any time lost through breakdown no to count as lay-time or time on demurrage pro rata as to actual gear required/available. Owners to pay cost of labor affected by the breakdown either stood off or additionally engaged.

41. GOVERNING LAW AND JURISDICTION

BIMCO/LMAA Arbitration Clause (2009) is to apply. The amount agreed for the purpose of LMAA SCP is USD 100,000.

42. HOLD HARMLESS

Owner's shall defend, indemnify and hold the Charterers harmless from any lien on cargo/freight and/or sub-freights exercised by the vessel's registered Owners and/or their managers and/or operators and/or agents and/or other servants.

Rider to the Charter Party dated
For M/V

43. TYPEWRITTEN CLAUSES

Typewritten clauses or amendments shall overrule the printed text of the GENCON 94 Charter Party.

44. ISM

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. Owners shall indemnify Charterers for any and all loss, expense and/or damage, and/or consequences sustained by Charterers resulting from partial or full non-compliance with this clause. Any and all delays to the vessel resulting from such partial or full non-compliance with this clause shall not count as lay-time or, if lay-time has expired, as time on demurrage respectively, as the case may be, as on-hire time.

45. BIMCO ISPS/MTSA clause 2005

(a)

Rider to the Charter Party dated
For M/V

(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.

Rider to the Charter Party dated

For M/V

(ii) Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account, except as otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or time on demurrage.

(c) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code/MTSA, the following shall apply:

(i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code/MTSA.

(ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers.

(d) Notwithstanding anything to the contrary provided in this Charter Party, any costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any

Rider to the Charter Party dated

For M/V

relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Owners' account, All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

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

46. OIL POLLUTION

Owners to comply with any law or regulations concerning oil pollution, and Owners' financial responsibility therefore.

47. LOADING AND DISCHARGING REGULATIONS

Owners, vessel and master to comply at all times with all rules, regulations, laws, requirements and restrictions at loading and discharging ports.

48. RIGHTS OF SUBSTITUTION

The Owners have no right whatsoever to substitute the vessel without Charterers approval.

Rider to the Charter Party dated
For M/V

49. CASH ADVANCE

Sufficient cash for the vessel's disbursements to be advanced by the Owner to the agents at the place of loading and place of discharge prior to the arrival of the vessel, failing which the Charterer is not to be responsible for any delays to the vessel caused by the Owner's failure to place any agents in funds prior to the vessel's arrival.

50. MOORING OPERATIONS

The master shall be required to moor his vessel alongside the Transshipment Vessel pursuant to the provisions set out below and clause 22(i) (the Mooring Operations) and in weather conditions considered safe by the master and/or loadmaster of the Transshipment Vessel; provided however, that the ultimate responsibility for the safe and efficient execution of these operations shall always remain the responsibility of the master of the vessel.

Should mooring and/or tug assistance and/or pilotage be required at the Transshipment Anchorage this is to be arranged by the Owner of the vessel at their cost and the Owner of the vessel is to be responsible for all cost, time lost and all other financial consequences arising from their

Rider to the Charter Party dated

For M/V

failure to order tugs, pilots or linesmen in a timely manner. Should tug assistance be required for mooring operations, then such tugs must be approved by the master of the Transshipment Vessel. The vessel shall moor with her port side against the starboard side of the Transshipment Vessel. Sufficient fenders of an offshore specification must be in place and provided by the Owner of the vessel must be properly rigged and placed to prevent any direct contact whatsoever between the vessel and Transshipment Vessel. The master of the vessel must remain in constant contact with the master of the Transshipment Vessel throughout the mooring and loading operation. Any damage to either the vessel or the Transshipment Vessel, which is caused due to the action or directions of a tug or pilot is the responsibility of the vessel's Owner.

It is the responsibility of the vessel to ensure that

- (a) Suitable mooring lines are in place to reflect changing weather conditions and to hold the vessel firmly against the fenders at all times during the, loading and unmooring process and any shifting to ensure minimal movement to the vessel; and
- (b) All equipment such as winches, fairlead and rollers are in good working order at all times whilst the vessel is alongside the Transshipment Vessel; the vessel shall ensure as part of her mooring

Rider to the Charter Party dated
For M/V

operations that the following fifteen lines are in place at all times:

- Four(4) bow lines
- Two(2) breast line on the forecastle
- Two(2) springs on the main deck forward
- Two(2) springs on the main deck aft
- Three(3) stern lines
- One(1) breast aft line
- One(1) stern line to after mooring buoy

It is agreed that the standard mooring pattern will call for two headlines to be passed first, followed by a forward spring, aft springs and fore breast lines. However, such procedure may be changed by a pilot to better suit prevailing conditions and or by agreement between the parties and the master of the Transshipment Vessel. The master of the Transshipment Vessel has full control of the mooring operation and can give lawful instructions on behalf of the Charterer with which the master of the vessel will comply.

Ultimate responsibility for mooring of the vessel rests with the master, who is responsible for any damage which may occur to either the vessel or Transshipment Vessel due to maneuvering during mooring and unmooring insufficient mooring lines and/or a failure by the Owner of the vessel to provide a suitable number of suitable fenders to reflect changing

Rider to the Charter Party dated
For M/V

weather conditions at the Transshipment Anchorage. In the event of any damage to the Transshipment Vessel caused by contact with the vessel, the Owner of the vessel will indemnify the Charterer for all damage caused to the Transshipment Vessel.

Owners hereby agree that the vessel's anchors are not to be used during the approach or mooring maneuver due to the damage that may arise should they foul the Transshipment Vessel's mooring system unless such use is authorized by the master of the Transshipment Vessel. The master of the vessel must be responsible for the complying with the "International Convention for the control and management of Ships ballast water and sediments adopted in the MEPC resolution IMO-A-868(2)" and local Ghanaian regulations. The Transshipment Vessel's master/loadmaster must be informed of any problems or delays with the vessel's ballast systems and de-ballasting must not delay loading operations. Time taken for delay due to de-ballasting will not count as laytime or loading time and the vessel will be responsible for any related standby or other costs. For the entire operation the vessel's engines should remain on immediate stand-by and a close watch must be kept on moorings, paying particular attention to chaffing points. The vessel will

Rider to the Charter Party dated

For M/V

agree with the Transshipment Vessel a VHF working channel for communication during the loading, preferably channel NO.72.

51. LOADING OPERATIONS

Before loading commences an agreement must be reached with the master of the Transshipment Vessel as to the rate of loading and sequence in which the cargo is to be distributed so as to achieve the final loading plan (BLU CODE 3.1.2 and 4.1.1.1). The master of the vessel must provide the master of the Transshipment Vessel a copy of loading plan per BLU 4.3.1. Cargo is to be loaded in accordance with IMO BLU Code. However, the loading plan for the vessel should be prepared with no more than two(2) pours per hold for primary loading and allowance for final trimming to two holds. Pour quantities are measured by the Transshipment Vessel's weight scale and checked by vessel deadweight and displacement surveys. The master of the vessel is obliged to constantly watch their vessel's trim and draft to comply with relevant loading conditions, although swell and vessel's interactions may affect draft accuracy. The master of the vessel is responsible at all times for the quantity loaded and for ensuring the correct figures are reflected in mate's receipts for use on Bills of Lading.

Rider to the Charter Party dated

For M/V

Should any overloading occur, any and all consequences related to the over-loading will be at vessel's own risk, expense and complete responsibility. It is agreed by the Charterer and Owner that a SOF shall be prepared at the Transshipment Anchorage and issued and signed by the master of the Transshipment Vessel and countersigned by the master of the vessel.

52. OWNERS' RESPONSIBILITY CLAUSE

Owners are to be responsible for loss of or damage to the cargo or for delay in delivery of the cargo only in case the loss, damage or delay has been caused by want of diligence on the part of the owners or their manager to make the vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied or by the personal act or default of the Owners or their manager.

Owners/master are ultimately responsible for proper stowage of the cargo and for trim, stability, other conditions and seaworthiness of the vessel.

The Owners, vessel and master to comply themselves with all rules, regulations, requirements and restrictions at loading and discharging ports/places.

53. SHIP TO SHIP TRANSFER CLAUSE

Rider to the Charter Party dated

For M/V

Notwithstanding the conditions contained in CL50&51 above the following transfer clause will apply where circumstances merit:

- a. The Charterers shall have the right to order the vessel to conduct ship to ship cargo operations, including the use of floating cranes and barges. All such ship to ship transfers shall be at the Charterers' risk, cost, expense and time. Laytime shall continue to run during all such operations (except as otherwise provided in this Charter Party).
- b. The Charterers shall direct the vessel to a safe area for the conduct of such ship to ship operations where the vessel can safely proceed to, lie and depart from, always afloat. The Charterers shall provide adequate fendering, securing and mooring equipment, and hoses and/or other equipment, as necessary for these operations.
- c. The Charterers shall obtain any and all relevant permissions from proper authorities to perform ship to ship operations and such operations shall be carried out in conformity with best industry practice.
- d. If, at any time, the Master of Transshipment Vessel considers that the operations are, or may become, unsafe, he may order them to be suspended or discontinued. In either event the Master of Transshipment Vessel shall have the right to order the other vessel away from the Vessel or to remove the Vessel.

Rider to the Charter Party dated
For M/V

54. EXCEPTIONS

Owners shall be bound before and at the beginning of the voyage to exercise due diligence to make the vessel seaworthy, and to have her properly manned, equipped and supplied. And neither the vessel, nor the master, or Owners shall be, or shall be held liable for any loss of, or damage, or delay to the cargo for causes excepted by the Hague Rules, or the Hague-Visby Rules, where applicable. Neither the vessel, her master or Owners, nor the Charterers shall, unless otherwise expressly provided in this Charter Party, be responsible for loss or damage to, or failure to supply, load, discharge or deliver the cargo resulting from: Act of God, act of war, act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people; embargoes; seizure under legal process, provided bond is promptly furnished to release vessel or cargo; floods; frosts; fogs; fires; blockades; riots; insurrections; civil commotions; earthquakes; explosions; collisions; stranding and accidents of navigation; accidents at the mines or to machinery or to loading equipment; or any other causes beyond the Owners' or the Charterers' control; always provided that such events directly affect the loading and/or discharging process of the vessel, and its performance under this Charter Party.

Rider to the Charter Party dated
For M/V

55. EMERGENCY INSTRUCTIONS

In the event of any incident to a vessel carrying the cargo, Owners shall use their best endeavors to ensure that the master of the vessel implements the following instructions in the case of an emergency such as collision, grounding, fire, pollution or other incident where immediate assistance is required or adverse media coverage is expected. The aim of the procedure is to speed up the response to an emergency, with benefit to all concerned. Notification by telephone to []

Whilst the vessel is in Ghana, notification of any incident should also be reported to Mr. George Blewusi, quality processing and logistics Manager. Contact number +233244323743. Email address:

gblewusi@ghamang.net.

Notification shall contain the following information:

- (a) Name of vessel
- (b) Nature of emergency
- (c) Position of vessel
- (d) Nature of damage
- (e) Fatalities and/or personal injury
- (f) State of sea and weather
- (g) Name and type of other vessel involved

Rider to the Charter Party dated
For M/V

- (h) Cause of the incident
- (i) Whether towage is required
- (j) Any other comments
- (k) Time and origin of each report
- (l) Compliance
- (m) Safety regulations
- (n) Owners warrant that the vessel complies with an international safety regulations

56. CREW EMPLOYMENT

Owners represent and warrant that the terms and conditions of employment of the crews of the vessel performing the voyage are now or will be prior to presentation for loading and will remain for the duration of this Charter Party covered by an agreement acceptable to International Transport Federation.

Owner shall keep Charterer fully indemnified against any consequences (including any delay as well as Charterer's costs to provide a suitable replacement vessel to meet its scheduling requirements) occasioned by such lapse of the vessel's ITF certification and/or failure to comply with any rules, by-laws or regulations as aforesaid.

Rider to the Charter Party dated

For M/V

57. CERTIFICATES/VACCINATION

The Owners are obliged to deliver the vessel and her crew with up to date and with complete official certificates and approvals, equipment and fittings, enabling the vessel and her crew to load, carry and discharge all cargo even where such certification, approvals and equipment and fittings become necessary before or after the commencement of the Charter Party.

58. HEALTH AND SAFETY/DRUG AND ALCOHOL POLICY

The Owner shall have on board the vessel an effective occupational health and safety management policy with the objective that due care and attention is given by crew members to safe working practices in all operations pertaining to the vessel. The Owner shall have a policy regarding drug and alcohol use aboard the vessel with the objective that no crew member will navigate the vessel or operate its on-board equipment whilst impaired by drugs or alcohol and no drugs and/or alcohol will be permitted on board. The policy will also have the objective of strictly prohibiting the possession, use, transport and distribution of illicit or non-prescribed drugs by crew members. The Owners shall exercise due diligence throughout the term of this Charter Party to ensure that such policies are complied with and the Owners shall provide a copy of such policy to the Charterer if so requested.

Rider to the Charter Party dated
For M/V

59. SUPERCARGO

The Charterer has permission to appoint a supercargo who shall accompany the vessel and see that voyages are prosecuted in accordance with the provisions of the Charter Party. Such a supercargo is to be provided with accommodation and food without charge for the duration of the voyage. Charterers shall pay USD 15 daily for accommodation and food for their supercargo.

60. ANTI-CORRUPTION

The Owners shall:

- (a) Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- (b) Not engage in any activity, practice or conduct which would constitute an offence under sections 1,2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) Have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies

Rider to the Charter Party dated
For M/V

and will enforce where appropriate;

- (d) Promptly report to the Charterer any request or demand for any undue financial or other advantage of any kind received by the Owner in connection with the performance of this agreement;
- (e) Immediately notify the Charterer(in writing) if a foreign public official becomes an officer or employee of the officials as direct or indirect interest in the Owner and the Owner warrants it has no foreign public officials as direct or indirect Owners, officers or employees at the date of this Charter Party
- (f) Within three(3) months of the date of this Charter Party, and annually thereafter, certify to the Charterer in writing signed by an officer of the Owner, compliance with this clause by the Owner and all persons associated with it under this clause. The Owner shall provide such supporting evidence of compliance as the Charterer may reasonably request.
- (g) The Owner shall ensure that any person associated with the Owner who is performing services or providing goods in connection with this Charter Party does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Owner in this clause (Relevant Terms) . The Owner shall be responsible for the observance and performance by such

Rider to the Charter Party dated

For M/V

persons of the Relevant Terms, and shall be directly liable to the Charterer for any breach by such persons of any of the Relevant Terms

Breach of this clause shall be deemed a material breach of this Charter Party. For the purpose of this clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the UK Bribery Act 2010 (and any guidance issued under section 9 of that act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause a person associated with the Owner includes but is not limited to any subcontractor of the Owner.

The breaching party shall defend and indemnify the non-breaching party against any fine, penalty, liability, loss or damages and for any related costs (including, without limitation, court costs and legal fees) arising directly or indirectly out of the breaching party's failure to comply with any Applicable Anti-Corruption Laws, or arising out of the breaching party causing the non-breaching party to be in violation of any Applicable Anti-Corruption Law.

61. INSURANCE

Owners warrant the throughout the period of this Charter Party

Rider to the Charter Party dated

For M/V

- (a) The vessel has hull and machinery insurance and is entered and shall remain entered in an International Group P&I Club with full protection and indemnity coverage and without any warranties or restrictions, and that all insurance payments, premiums, calls and contributions are up to date and will remain up to date throughout this Charter Party.
- (b) The P&I cover includes standard Oil Pollution cover, currently providing a limit of USD 1 billion; and
- (c) Any extra war risk insurance, if any to be for Owners' account and any additional cargo insurance which needs to be incurred due to the vessel's age exceeding 15 years, vessel's class, route, flag, or ownership to be for Owner's account.

62. THIRD PARTY RIGHTS

No provision of this Charter Party shall be enforceable under the Contract (Rights of Third Parties) Act 1999 by a person who is not a party to this Charter Party.

63. TRANSFER

Rider to the Charter Party dated

For M/V

~~The Charterers shall have the privilege of transferring part or whole of the Charter Party to others, guaranteeing the Owners due fulfillment of this Charter Party.~~

64. SANCTIONS CLAUSE

Both parties agree to the following conditions:

To comply in the performance of this contract with the standards of sanction measures issued or adopted from time to time by any sanction authority and not to require the other party or any third party (including any financial institution or insurer) to take any action or perform any obligation in relation to the contract involving or may involve violation of sanctions applicable to such party.

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

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

Rider to the Charter Party dated
For M/V

“Sanction(s)” in the context of this clause are prohibitions imposed by any state, supranational or International Governmental Organization including the United Nations (UN), the United States (US), the United Kingdom (UK) and the European Union (EU)

Either party shall have the right to immediately terminate this Charter Party, if the other party is in breach of any of the above conditions.

65. DEADFREIGHT CLAUSE

- a) Deadfreight shall be payable at the same rate per ton as the freight rate
- b) In accordance with CL.[built in reference to cargo quantity per shipment clause], Charterer shall pay deadfreight on the difference, if any, between the total amount loaded on any shipment and a Full Cargo for that shipment. A Full Cargo shall mean the quantity called for by the master in his (XX) day notice.
- c) Deadfreight shall be payable at the same rate per ton as the freight rate as set out in Box 13 and shall be paid at the same time and on the same terms as freight as set out in CL.34.

Otherwise to be logically amended as per main terms agreed.

Rider to the Charter Party dated
For M/V

66. THE PERFORMING VESSEL.

The vessel shall not be dry-docked during the currency of this Charter Party except in case of emergency.

Vessel to fully comply with trading regulations of the intended calling ports.

Should the Vessel after arrival at Loading Port(s) or Discharging Port(s) be found to be in breach of any part of this Charter Party, and/or not able to perform cargo operations when requested to do so, then notwithstanding any right(s) of the Charterer elsewhere contained in this Contract, the Charterer may at its option and without prejudice to Owner's obligations under this Contract:

- (i) At the Loading Port, treat the Vessel's nomination as cancelled and the voyage unperformed, or;
- (ii) Treat the voyage as suspended until Owner rectifies the Vessel's default of this contract. Any NOR previously accepted, even if valid at the time of issue, shall be deemed to be invalid and all time counting (including any time spent on demurrage) to be for Owner's account. Owner shall keep Charterer fully indemnified against any consequences of the Vessel's failure to comply with any

Rider to the Charter Party dated

For M/V

part of the contract, including any delays, and, where applicable, Charterer's costs to provide a suitable replacement Vessel to meet its shipping requirements.

67.

Clause headings in this Contract are inserted for the parties' convenience only and shall be disregarded for the purposes of interpretation

68. CHANGE OF OWNERSHIP/MANAGEMENT

The vessel shall not change ownership, flag, class, technical and/or crew management during the currency of this voyage without the Charterer's prior approval which shall not be withheld unreasonably. If and when a request for approval of a change in flag, manager etc is received from an owner, the proposed new owners and/or managers shall be assessed by the Charterer's vetting officer prior to the Charterer's approval being granted.

69. WARPING

The Vessel shall move along any one berth or installation, as reasonably required by the Charterer or Terminal Operator, solely for the purpose of making any hatch or hatches available to the loading or discharging

Rider to the Charter Party dated

For M/V

facilities at the berth or installation. All costs onboard the Vessel including bunkers shall be for Owner's account. Time used for warping shall not count as laytime or time on demurrage and warping to be done by vessels crew, where local regulations permit.

70. UNFORESEEN CIRCUMSTANCES

Both Owner and Charterer realize that circumstances may arise which could not have been foreseen at the time this Contract was executed and each agree to use their best efforts to solve any such problems in a spirit of mutual understanding and cooperation.

71. INTERNATIONAL & LOCAL REGULATIONS

The Vessel shall comply with all applicable international and local laws and regulations, at any port of call under this Charter Party. All time lost by reason of the relevant Authority declaring the Vessel to be in non-compliance with any of the aforementioned shall not count as laytime or as time on demurrage and any expenses directly attributable thereto including but not limited to standby of trucks, labor and mechanical equipment shall be for Owner's account.

Rider to the Charter Party dated

For M/V

In the event the vessel/cargo is liened or arrested during the currency of this Charter Party (or after completion of the discharge in respect of the cargo) the Owners are to take immediate action to release vessel/cargo from any such lien or arrest and to remain fully responsible for the cost or damages caused as a result of any lien or arrest or interruption of the vessel's performance under this Charter Party.

APPENDIX A