

Other Rider Clauses

Hold cleaning Chemicals to be supplied by the Charterer or the cost on charterers account.

Clause 31 Crew Service

With reference to Clause 8 of this Charter Party, customary assistance shall include, but not be limited to:

- a) All opening and closing of hatches, when and where required, if permitted by local regulations.
- b) Raising and lowering of derricks and rigging cranes, if fitted, and/or gangways in preparation for loading and discharging.
- c) Lashing and/or unlashings of cargo, subject to owner's prior written approval.
- d) Shaping up vessel's holds/hatches and cranes prior arrival at loading and/or discharging places so as to immediately commence loading and/or discharging operations subject to weather conditions and the safety of the crew.
- e) Deleted.

It is understood that M/V NPS MOSA is not a logger and is not equipped with stanchions.

The above services shall be considered as a minimum and shall in no way be construed as an alternative to, or reduction in, the standard of services from Officers and crew required under this Charter Party.

See also Clause 29.

Clause 32 Grab Fitting/Operation

Charterers have the option of fitting vessel with grabs at their time and expense. The fitting of the grabs are to be at Charterers expense/risk and stowage to be in accordance with Class/Owner's approval. Owners shall not be responsible for any losses or damages caused to the grabs placed on board the vessel by the Charterers and all grab fittings to be removed by the Charterers prior to redelivery.

Clause 33 Logs Loading

Deleted.

Clause 34 In Lieu of Hold Cleaning

Charterers shall have the option of redelivering the vessel without cleaning of holds against paying the Owners a lump sum of USD 4,500.00 in lieu of such hold cleaning, excluding removal/disposal of dunnage, lashing material, debris which always to be for Charterers' account. Such bonus to be paid to Owners together with hire payment.

Clause 35 Intermediate Hold Cleaning

If local regulations and weather permit and if so requested by the Charterers, crew to perform intermediate hold cleaning. Crew to use due diligence in cleaning the holds but not be responsible should the vessel fail hold inspection at the loading port.

USD 500.00 per hold used. For dirty cargoes as per Cargo Exclusions.

In any case, Owners are not responsible for passing hold survey for loading of next cargo during the entire period. The work to be

Other Rider Clauses

done in the same efficient manner as if the vessel was trading for Owner's account, but without responsibility and liability on Owners accounts regarding acceptance of vessel at loading port if vessel is rejected. All materials(including chemicals and detergents) required for cleaning of cargo holds to be supplied by and paid for by the Charterers.

Clause 36

Deleted.

Clause 37 Additional Fittings

Charterers to have the option of welding padeyes and angles, except on fuel tank tops, at their own arrangement and expense. Charterers to remove all padeyes and angles before redelivery unless Owners request Charterers to maintain same without removal, in which case Charterers will be free from removing padeyes and angles.

Clause 38 Arbitration

General Average/Arbitration in London, English Law to apply.

It is hereby agreed that all claims below USD 50,000.00 excluding interest and costs, shall be settled as per current LMAA Small Claims Procedure.

Clause 39 Arrest

Should the vessel be arrested during the currency of this charter at the suit of any person including Charterers having or purporting to have a claim against or any interest in the vessel, hire under this Charter Party shall not be payable in respect of any period whilst the vessel remains under arrest or remains unemployed as a result of such arrest, and the Owners shall reimburse to the Charterers any expenditure which they may incur under this charter in respect of any period during which by virtue of the operation of the clause no hire is payable. This clause shall not apply should the arrest be caused through any fault on the part of Charterers and all expenditure to be incurred by the owners due to such arrest for the fault of the charters shall be reimbursed to owners by the charterers.

Clause 40 Asian Gypsy Moth/Quarantine Regulations

If vessel trades under Charterers' operation to Japanese ports or other areas included in trading permitted areas, Charterers are to obtain prior sailing each Japanese (or other area) port of call phytosanitary certificate for Asian gypsy moth in strict accordance with USA or Canadian ports/waters regulations. The cost and time for inspection/certification and any fumigation or other action required is to be for Charterers time and expense. In case vessel banned from Canada/USA ports/waters due Asian gypsy moth reasons, or because of calling Japanese ports or other areas during the currency of this Charter Party, vessel to remain on-hire and any related expenses, fumigations required, detention, Owners loss to be for Charterers' account.

In any event vessel not to call any CIS Pacific ports that might be affected by Asian gypsy moth during 1st July to 30th September.

Clause 41 Bill (s) of Lading

Should original Bill(s) of Lading not be available in time for vessel's arrival at discharging port(s), then Owners agree to discharge and deliver the whole or part quantity of cargo shipped under the said bill of lading as instructed by the Charterers against Charterers' letter of indemnity. A faxed or scanned e-mail copy shall be deemed sufficient for this purpose. The letter of indemnity is always to be worded as per the standard international group of P&I Club's wording in place at the relevant time and signed by Charterers only.

In case the original Bill(s) of Lading arrive while the vessel is still discharging, Charterers shall deliver same to the master duly endorsed against Master's Receipt. If the originals do not arrive while the vessel is in discharge port, charterers shall send the Original Bill(s) of Lading to owners by registered mail or courier in order for the owners to nullify the Bill(s) of Lading.

Clause 42 Bulldozers

Charterers to have the option to use bulldozers to vessels holds, provided not exceeding the tank top strength. If required, vessel to lift onboard, shift from hold to hold and discharge the bulldozers by use of vessel's gear subject to SWL of the Cranes and subject to Master's approval and port regulations permitting.

Any damage to the vessel by use of such a bulldozer to be treated as stevedore damage (see Clause 65), but rubber tracked bulldozers are to be used wherever possible.

Clause 43 Bunkers

Vessel expects to deliver with about metric tons IFO and about metric tons

LSMGO and MGO. Vessel to redeliver with about same quantities as actually on board

Other Rider Clauses

No payment for bunkers and any difference between bunkers on delivery and bunkers on redelivery to be settled at the prices last supplied by the charterers.

Owners shall have the option to bunker the vessel in their own time and at their own expense prior to redelivery at port en route to or at last port, but such bunkering is not to interfere with Charterers' operation/use of the vessel.

Charterers' option to deduct value of bunkers on redelivery from last sufficient hire payment.

Bunkers on delivery shall be sufficient to reach the nearest main bunkering port.

Charterers' option to supply RMF 25 in South Africa where RME 25 is not available. Charterers to bunker vessel with fuel to ISO 8217 standards only.

Any claim in relation to fuel purchased by Charterers shall be filed and documented within 21 days from day of delivery, failing which claim will be deemed waived.

Quantity supplied shall be finally determined by sounding of the tanks of the delivering barge or by reading of meters at shore installation by the bunker surveyor and the master.

Fuel Oil/MGO to be in accordance with ISO 8217:2005 specs. Representative sample mentioned in the bunker delivery note, jointly witnessed by vessel's/barge crew, will be final and binding for quality supplied. In case of dispute, same sample to be tested in mutual agreed lab by an independent recognized fuel testing company.

Depending on the trading area of the vessel, Sulphur content of the fuels to be used by the charterers shall be in compliance with the applicable latest IMO Regulations.

Clause 44 Cargo Claims/P&I Club

Owners warrant that the vessel is fully P&I covered for the duration of the Charter Party and that the P&I Club is a member of the International Group of P&I Clubs. Owners warrant that the vessel is classed with a Classification Society that is a full member of the International Association of Classification Societies (IACS).

It shall be considered a fundamental breach by Owners if the vessel's P&I cover or Class is cancelled or suspended during the currency of this Charter.

Charterers are not responsible for any accident or damage to or on board the vessel, which is normally covered with Owner's Hull and Machinery policy provided Owners insurance policy covers such damage completely if such damage(s) are not caused due to Charterers/Charterers' agents and their employees negligence and fault.

Charterers to refund Owners any extra payable in accordance with the insurance policy.

In the case of damage to and/or loss of cargo carried on the vessel in which Owners and/or Charterers liability could be involved under the terms of this Charter Party, as the case may be, the Owners and/or the Charterers shall on request grant reasonable time extension for commencement of suit in each and every occurrence. Such extensions shall not prejudice the ultimate responsibility of both parties. Liability for cargo claims, as between Owners and Charterers, shall be apportioned as specified by the Interclub New York Produce Exchange Agreement effective from 1996, and its subsequent amendments.

If requested by Charterers, Owners to authorise and instruct Owners P&I Club to confirm directly to any party as ordered by Charterers that the vessel is fully covered for P&I and that collection of premiums are up to date.

Clause 45 Certificate/Vaccinations

Owners are obliged to deliver and maintain throughout the currency of this Charter Party the vessel, her crew and anything pertaining hereto supplied with up-to-date and complete certificates (including Oil Pollution Certificates), approvals, equipment and fittings, enabling the vessel and her crew to trade within the trading limits and to load, carry and discharge all cargoes permitted under this Charter Party. Officers and crew to comply with vaccination and sanitary regulations in all ports of call and corresponding certificates to be available onboard, enabling the vessel to obtain free pratique by radio.

If requested, Owners to provide Charterers with copies of any and all such certificates/approvals.

Any time lost and all extra directly related expenses resulting from Owners non-compliance with the above to be for Owner's account.

The following certificates (P&I/Class/SMC/DOC/Gear/ISPS) to be sent prior to delivery.

Other Rider Clauses

Clause 46 Deductions

The Charterers may deduct from the charter hire any amount of prior agreed disbursements for Owner's account. In addition Charterers may deduct from the last hire payments the reasonable and agreed estimated expenses incurred by Charterers for Owner's account, notwithstanding that vouchers may not then have reached Charterers for submission to Owners.

Upon redelivery, and where final accounts for the vessels recent port calls have not been received nor prior notice of Owners expenses received, Charterers are entitled to deduct maximum USD 500.00 per port for the vessels last 3 ports of call towards Owners incidental expenses in the provisional final hire statement. This amount to be settled in the final hire statement with supporting vouchers/receipts and any outstanding balance promptly settled between Owners and Charterers'.

Clause 47 Delivery/Redelivery Time

Actual time on hire to be calculated basis Greenwich Mean Time.

Clause 48 BIMCO Double Banking

(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 transshipment, 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 49 Hold Condition on First Voyage

Vessel to deliver with clean and washed down holds, free of loose rust scale and any previous cargo/residue and in every respect ready to load Charterers' intended cargo. If vessel's holds fail inspection at first load port, vessel to be considered off-hire from time of rejection until re-passed. Any extra expenses related to cleaning of holds, excluding stevedore standby direct expenses if any, to be for Owner's account.

Clause 50 ITF/Boycott

Owners warrant that the vessel crew is and will be during the period of this Charter Party employed under a bona fide union agreement, the standard of which is fully acceptable to the ITF and unions in all countries not excluded in this Charter Party.

In the event of the vessel being denied or restricted in the use of port and/or loading and/or discharging facilities or shore labour and/or tug or pilotage assistance or of any other restriction, detention or any loss of time whatsoever due to boycott or arrest of the vessel or due to government restrictions, all caused by the vessel and/or by reason of the terms and conditions on which members of the crew are employed or by reason of any trading of this or any other vessel under same Ownership or operation or control, the payment of hire shall cease for the time thereby lost and all extra directly related expenses incurred due to above are to be for Owner's account and may be deducted from hire.

Clause 51 Inspection

The Charterers and/or their supercargo(es) shall have free and unlimited access to the whole vessel including, but not limited to, bridge, holds, engine room, all vessels tanks including bunker, lubricating oil, sludge, ballast water, fresh water tanks during the Charter period, at their own risk, under master's supervision.

Whenever possible, the Master must bring the vessel to an even trim to ensure correct bunker soundings. The Charterers and/or their supercargo(es) and/or surveyor(s) to have free and unlimited access to the vessels deck and engine log books, radio logs, tank plans, calibration scales, and/or other plans as requested and are allowed to make copies of original log books on board.

Other Rider Clauses

Clause 52 Insurance

Premium for basic war risks insurance on hull and machinery and officers/crew always to be for Owner's account. Any additional premium charged by vessel's underwriters solely arising from the vessel proceeding at the Charterers request to areas designated as excluded areas by vessels war risks underwriters to be for Charterers' account, however, same not to exceed what would have been quoted or charged if the vessel was covered on the London market. If Owners have not covered basic war risks insurance, Charterers only to pay the differential as if Owners were covered and only against presentation of underwriters original invoice.

Blocking and trapping insurance always to be for Owner's account.

Clause 53 Laying Up/Return Insurance

Charterers shall have the right to order the laying up of the vessel at any time and for any period of time at a safe berth or anchorage, and in the event of such lay-up, the Owners shall promptly take steps to effect all the economy savings in operating costs including insurance, which may be possible and give prompt credit to the Charterers in respect of all such economy savings.

At the request of the Charterers, the Owners shall at any time provide an estimate of the economy savings, which would be possible in the event of laying up of the vessel. The Charterers to have the benefit of any return insurance premium received by the Owners from their underwriters as and when received by reason of the vessel being in port for minimum 30 (thirty) days, provided the vessel is on hire.

Crew repatriation and re-embarkation expenses (if any) as a result of Charterers' decision to lay-up vessel are to be for Charterers' account.

Charterers are not to lay-up vessel in tropical waters. Furthermore, Charterers are to be responsible for cleaning vessels bottom in the event the vessel is laid up for a period exceeding 30 days.

Clause 54 Loading of Steel

Deleted.

Clause 55 Notices

Deleted.

Clause 56 Off-Hire

Should the vessel put back whilst on voyage by reason of any accident or breakdown, or in the event of loss of time either in port or at sea or deviation upon the course of the voyage caused by sickness of or accident to the crew or any person on board the vessel (other than supercargo traveling by request of the Charterers) or by reason of the refusal of the Mater or crew to perform their duties, or by reason of salvage, or oil pollution even if alleged, or capture/seizure or detention or threatened detention by any authority including arrest, the hire shall be suspended from the time of the inefficiency until the vessel is again efficient in the same or equidistant position in Charterers option, and voyage resumed therefrom. All extra directly related expenses incurred including bunkers consumed during period of suspended hire shall be for Owner's account.

If the vessel has been off-hire for a period of more than 40 consecutive days, the Charterers are at liberty to cancel the balance of this Charter Party, in which case redelivery shall take place upon vessel being free from cargo, irrespective of redelivery ranges.

Clause 57 Oil Pollution

Owners guarantee to provide and maintain, during the entire Time Charter period, at their expense and carry on board the vessel a valid US Certificate of Financial Responsibility. Owners also guarantee to have secured current certificates for other countries/federal, state or municipal or other division or authority thereof, where guarantees are required. All such certificates to be valid throughout the entire Time Charter period.

The Charterers shall in no case be liable for any damages as a result of the Owners failure to obtain the aforementioned certificates. Time lost by non-compliance to be considered as off- hire and may be deducted from hire and Owners hold Charterers harmless against any consequential losses, damages and expenses.

Clause 58 On/Off-Hire Survey

No on/off-hire survey to be held and Master's figures to be applied.

Time and bunkers remaining on board on delivery/redelivery, but Charterers' option to have a Port Captain/bunker surveyor present to ascertain bunker figures along with the Master. Any bunker surveyor expenses to be for Charterers' account.

Other Rider Clauses

No condition survey to be conducted during this Charter Party.

Clause 59 Panama/Suez Canals

Owners warrant that the vessel is fitted for the transit of the Suez and Panama Canal in loaded and/or ballast condition and complies with all and any regulations of the relevant canal authority and shall not be subject to any conditions of transit not customarily required by the relevant canal authority whether pursuant to their regulations or otherwise. Should the vessel not comply with the warranties contained in this Clause and/or any regulations or conditions of transit laid down by the relevant canal authority, Charterers may suspend hire for direct time lost and Owners to pay all expenses resulting as a consequence of Owners failure to comply with this warranty.

Clause 60 Plans

Owners to courier to the Charterers' capacity plan, deadweight scale, and general arrangement plan upon request by Charterers and expenses for Charterers' account.

Clause 61 Power Clause

The vessel to supply free of expense to Charterers sufficient per crane from the power supply panel in each crane house. Charterers have the right to fit/connect magnets, grabs or other loading/discharging equipment customary to the trade onto vessels cranes and/or power supply subject to Master's approval.

Clause 62 Protective Clauses

The General Clause Paramount, the New Both-to-Blame Collision Clause, the New Jason Clause, Baltic Conference War Risks Clause for Time Charterers 1993 (Code Name: Conwartime 1993), P&I Bunkering Clause, BIMCO ISM and ISPS Clause for Time Charters, as applicable and attached, are all to be considered as incorporated into this Charter Party and all Bill(s) of Lading issued under this Charter shall be subject to all said Clauses and contain Voywar 1993.

BIMCO Piracy Clause 2013 to apply.

BIMCO Sanctions Clause for Time Charter Parties to apply.

BIMCO Designated Entities Clause for Charter Parties to apply.

Should a particular trade on which the vessel is employed apply the USA or Canadian Clause Paramount compulsorily then such Clauses to be considered incorporated into this charter and shall be incorporated into Bills of Lading on that trade.

Clause 63 Punctual Payment

With reference to Clause 5, the Owners to give Charterers three (3) New York banking days' written notice, excluding Sundays and holidays, to rectify a failure to make punctual and regular payment before exercising their right of withdrawal.

Clause 64 Sea Carrier Initiative Agreement

Deleted.

Clause 65 Stevedore Damage

Should any damage be caused to the vessel or her fittings by the Charterers or their stevedores, the Master is to:

- a) Give written notice to the Charterers immediately after the occurrence of full particulars of the damage caused and name of the party allegedly responsible for the damage.
- b) Promptly but latest within 48 hours after occurrence give written notice to the party allegedly responsible, giving full particulars of the damage and its alleged cause and, if possible, obtain the written acknowledgement of liability from such party or, failing that, the acknowledgement of receipt of such notice.
- c) Immediately arrange, in conjunction with Charterers' agents, for the damage to be surveyed and an estimate of the repair costs given.

Failing the aforementioned, the Charterers are not to be responsible for such damage and/or loss of time, except for hidden damage, which must be attended to as per the above procedure immediately it is discovered but latest upon completion of the voyage in question.

Stevedore and other damages (as per Section B) to be repaired before redelivery at charterers expense and time. Damages for which Charterers are liable to be repaired by the Charterers at Charterers' expense at a time and place to be agreed upon mutually between the Charterers and the Owners even after redelivery; damages affecting the vessel's class to be repaired immediately and any Class surveyors' expenses to be on charterers account.

Other Rider Clauses

Stevodore damage not affecting vessel's seaworthiness and which cannot be repaired at port of redelivery can be postponed to vessel's next port after redelivery, always at Charterers' cost and time or dry dock at Charterers' cost.

Clause 66 Taxes

Taxes and/or dues and/or charges whatsoever, imposed on cargo and freight by any local or national authorities, arising out of trade under this Charter Party to be borne by Charterers.

Taxes levied by governments other than that of Owner's domicile or vessel's flag on earnings under this Charter Party other than the hire payable to Owners shall be for Charterers' account.

Clause 67 Warranties

Owners warrant that the vessel:

- Is not blacklisted by Arab countries nor anywhere else within the agreed trading limits.
- Has not trade Cuba and Israel.
- Is eligible for bunkers in the United States of America, its territories and possessions, in accordance with directives from The United States Department of Commerce, Office of International Trade.

Clause 68 Watertight Hatches

The Owners guarantee that on vessel's delivery and throughout the currency of this Charter, the vessel's hatch covers are watertight. All hatches are to be carefully attended by the crew to prevent leakage.

Owners to allow hose testing of hatch covers and manhole covers at first loading port and Owners guarantee that vessel's hatch/manhole covers are in proper condition and watertight to classification society regulations.

Clause 69 Weather Routing

The Charterers may supply an independent weather bureau advice to the Master, during voyages specified by the Charterers and the Master shall comply with the reporting procedure of the weather bureau, however, the Master remains responsible for the safe navigation and choice of route. Therefore, Master at his reasonable discretion not to follow suggested route if he considers it dangerous for the safety of the vessel. Alternatively, Charterers have the option to instruct the Master to report daily to a weather bureau during the execution of sea voyages. The weather bureau will subsequently produce a performance analysis report which to include both and take into consideration both speed and consumption.

Evidence of weather conditions shall be taken from the vessel's deck logs and independent weather bureau reports. In the event of discrepancy between the deck logs and the full independent weather bureau reports, both records should be taken into consideration equally.

Charterers have the right to instruct the Master to reduce vessel's speed/rpm (revolutions per minute) in order to optimize fuel efficiency and/or possibly to adjust vessel's speed to meet a specified time of arrival.

The Master shall comply with such written instructions from Charterers, always provided this will not result in the vessel's engine(s) operating outside the engine manufacturer's recommendations as may be published from time to time.

Clause 70 Dry Docking

No dry docking during the course of this charter party except in cases of emergencies.

Clause 71 Towing, Pilotage, etc.

The Owners authorise the Charterers, as agents of and on behalf of the Owners and/or the vessel, to arrange and contract for any towing, pilotage or the like service on usual or customary terms and/or those terms offered or required by towing/pilotage companies employed where such services are furnished.

Clause 72 War Cancellation

In the event of war, whether declared or undeclared involving any two or more countries of USA, Russia, United Kingdom, People's Republic of China, Japan, directly affecting the performance of this Charter, either party has the right to cancel this Charter or any remaining portion thereof.

Clause 73 Gangway Watchmen

Watchmen for cargo when employed by Charterers to be for Charterers' account and ordinary watchmen for the vessel's/crew property/protection, etc., if required by the Master, always to be for Owner's account, but watchmen required by a port regulation/authorities to be for Charterers' account, which includes the requirement at US ports in case the crew(s) do not have US visa.

Other Rider Clauses

Clause 74 Year 2000 Compliance

Deleted.

Clause 75 ISM Code

From the date of coming into force of the International Safety Management (ISM) Code in relation to the vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the vessel and the Company (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers. Any 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 Owner's account.

Clause 76 Lien

In the event that Charterers have a contractual or statutory right of lien over cargo carried on board for hire, freight, dead freight or demurrage, Owners shall cooperate with Charterers in exercising a lien over the cargo and shall retain possession of the cargo on their behalf and deal with the cargo on Charterers' instruction, provided Charterers' request is legally correct.

Clause 77 Vessel's Description

Other Rider Clauses

Clause 78 USCG Clause

Owners confirm that the vessel is not entered on the USCG list due to vessel, flag, ownership, classification, vessel's boarding history, outstanding items noted during previous USCG inspections or due to any cause whatsoever arising from the terms/ Conditions of US Homeland Security Rules/Regulations.

Other Rider Clauses

Clause 79

All negotiations and eventual fixture to be kept strictly private and confidential and not to be disclosed to the third parties.

Clause 80 Sale Clause

Owners have the option during the period of the Time Charter to sell the vessel on the understanding that any sale will be with this charter to be performed by the new Owners.

Charterers' prior approval of the new Owners must be obtained on the understanding that this is not to be unreasonably withheld.

Clause 81 BIMCO Cargo

Fumigation Clause

- a) The Charterers shall have the option to fumigate the cargo in the Vessel's holds in port and/or at anchorage and/or in transit. Such fumigation shall be performed always in accordance with IMO Recommendations on the Safe Use of Pesticides in Ships applicable to the Fumigation of Cargo Holds, MSC.1/Circ.1264 (IMO Recommendations) and any subsequent revisions.
- b) Fumigation shall be at the Charterers' risk and responsibility. Any costs and expenses incurred in connection with or as a result of such fumigation, including but not limited to gas detection equipment, respiratory protective equipment and crew training, shall be for the Charterers' account. The Charterers shall indemnify the Owners for any liabilities, losses or costs arising out of or resulting from cargo fumigation.
- c) If local authorities or IMO Recommendations require the crew to be accommodated ashore as a result of fumigation ordered by the Charterers, all costs and expenses reasonably incurred in connection thereto including, but not limited to, transportation, accommodation and victualling shall be for Charterers' account.
- d) At the discharging port or place all fumigant remains, residues and fumigation equipment shall be removed from the vessel as soon as possible and disposed by the Charterers or their servants at Charterers' risk, responsibility, cost and expense in accordance with MARPOL Annex V or any other applicable rules relating to the disposal of such materials.
- e) All time lost to the Owners in connection with or as a result of fumigation performed in accordance with sub-clause (a) shall be for Charterers' account and the vessel shall not be off-hire.
- f) The exercise by the Charterers of the option to fumigate the cargo under this Clause shall not be construed as evidence as to the condition of the cargo at the time of shipment, and the Master or the Owners are not to clause bills of lading by reason of fumigation only.
- g) 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 82 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).

(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.

Other Rider Clauses

Clause 83 BIMCO Stowaway Clause to Form Part of this Charter Party

(a) (i) The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining access to the vessel by means of secreting away in the goods and/or containers shipped by the Charterers.

(ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the vessel by means of secreting away in the goods and/or containers shipped by the Charterers, this shall amount to breach of charter 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 whatsoever and howsoever incurred, including fines, shall be for the Charterers' account and the vessel shall remain on-hire.

(iii) Should the vessel be arrested as a result of the Charterers' breach of charter according to sub-clause (a)(ii) above, the Charterers shall 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.

(b) (i) If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Owner's account and the vessel shall be off-hire.

Other Rider Clauses

(ii) Should the vessel be arrested as a result of stowaways having gained access to the vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, the Owners shall 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.

Clause 84 US Customs Advance Notification/AMS Clause

(a) If the vessel loads or carries cargo destined for the US or passing through US ports in transit, the Charterers shall comply with the current US Customs regulations (19 CFR 4.7) 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 cargo declaration by AMS (Automated Manifest System) to the US 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 contract, law or regulation.

Clause 85 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 Owner's 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 sub-letting is permitted under the terms of the Charter Party shall ensure that the contact details of all sub-Charterers are likewise provided to the Owners."

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

(c) Notwithstanding anything else contained in this Charter Party all delay, costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owner's 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.

Other Rider Clauses

Clause 86

Latest BIMCO Anti-Piracy Clause 2013, with Clause (B) deleted and (A) and (C) amended to reflect Owner's prior consent to trade within risk areas. All other clauses including sub-sections of Clause (C) to remain unaltered.

Clause 87

Charterers do not have any option to rename vessels.

Clause 88 OFAC Clause

Head Owners/Disponent Owners warrant that at the commencement of and throughout the term of this Charter neither they nor the vessel is directly or indirectly owned, operated, controlled by or related to any entity or person designated by the US Office of Foreign Asset Control (OFAC) as a specially designated national and blocked person (SDN).

Clause 89

Trading exclusions

As per the JWLA/022 10th December 2015 issued by the Joint War Committee.

Other Rider Clauses

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

NEW BOTH TO BLAME COLLISION CLAUSE

If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the 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 inability represents loss of or damage to or any claim whatsoever of the Owners of the said goods, paid or payable by the other or 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.

P&I CLUB OIL BUNKERING CLAUSE

The vessel shall have the liberty as part of the contract voyage and at any stage thereof to proceed to any port or ports whatsoever whether such ports are on or off the direct and/or customary route or routes to the ports of loading or discharge named in this Charter Party and there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of fuel tanks, deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage.

BIMCO STANDARD WAR RISK CLAUSE FOR TIME CHARTERS 2004 CODE NAME: "CONWARTIME 2004"

For the purpose of this Clause, the words:

- (i) "Owners" shall include the ship Owners, bareboat Charterers, disponent Owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
- (ii) "War Risks" shall include any actual, threatened or reported: war; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; 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.
- (b) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.
- (c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or Ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.
- (d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their protection and Indemnity Risks), and the premiums and/or calls therefore shall be for their account.
- (ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.
- (e) 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.
- (f) 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, body or group whatsoever acting with the power to compel compliance with their orders or directions;
 - (ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;
 - (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 other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;
 - (v) 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.
- (g) 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 Owner's 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.
- (h) If in compliance with any of the provisions of sub-clauses (b) to (g) 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.

END