

Cargo Exclusion Rider Clauses

Clause 29 Cargo Exclusions

All cargoes always to be loaded/stowed/trimmed/carried and discharged in strict accordance with local/national and IMO Code of Safe Practice and always within the limits of latest IMSBC Code.. Any extra fittings/equipment, etc. which are required to observe such regulations to be undertaken by Charterers at their time/expenses.

All cargoes should be carried in accordance with the requirements of recommendations of the competent authorities of the country of the vessel's registry and of ports of shipment and discharge and of any intermediate countries or ports through whose waters the vessel must transit.

Cargo can be carried as listed in Statement of Compliance for the carriage of solid bulk cargoes and the Document of compliance for the carriage of Dangerous Cargo issued by the Class, except following cargoes specially mentioned in Clause 29.

Without prejudice to the foregoing, in addition the following are specifically excluded:

All cargoes listed in group B of latest IMDG Code of BC Code, except permitted coals.

All flammable, oily, combustible, injurious, explosives, hazardous, toxic, corrosive and dangerous cargoes as defined by IMO.

Acids, African logs, ammonia, ammonium nitrate (including all fertilizer grades) ammonium phosphate, ammunition, animals or livestock of any description, andalusite, arms and/or firearms, asbestos in any form, asphalt, automobiles (including trucks and trailers), bitumen, bones or bone meal, borax, blasting caps, black powder, brown coal, calcium carbide, calcium, calcium hypochlorite or oxychloride, charcoal, caustic soda, calcium chloride, carbon black, castor seed, caustic soda, China clay, cakes of all types, bulk cocoa (bagged cocoa allowed), coffee, copra, cotton or cotton waste, creosote or creosoted goods, deck cargo, direct reduced iron in any form, drugs and/or narcotics, esparto grass, essential oils, explosives, detonators or blasting caps, ferrosilicon, fire briquettes, fish meal, fuel, expellers, ground nuts, gunny bags, hot moulded or briquetted iron (HBI), hides, Indian coal, industrial waste, iron pellets (but iron ore pellets are allowed), iron swarf, isotopes, jute, lime, logs/timber, manioc or manioc pellets, hardwood logs, mahogany, motor spirit, motor blocks, military machines (loaded or unloaded) or cargoes generally related with military services, meat, mobile homes or caravans, naphtha, Niger seed, nitrates (see below), nickel ore, nuclear and radioactive materials/substances/wastes or products, quicklime, palm kernels, petroleum derivatives or any petroleum product, pitch (in bulk or drums), saltpeter, poultry, precious and rare metals, pyrites in any form, rags, refrigerated goods, bulk rice, resins, pond coal, scrap(see below), spent oxide, seed meal, oil cake or seed expellers, sunflower seed expellers and any other expellers, silicon, silicomanganese, silica sands, solvents, spices, sponge iron, shavings and turnings, stone blocks (other than marble or granite cubes), steel swarf, sulphates, tar and all its products, tea, tobacco or tobacco products, turpentine, vermiculite/vermiculite ore, waste or old paper, woodchips (but green fuel wood pellets allowed), wheat flour, zircon, zinc ashes

Bagged harmless fertilizers are permitted provided not IMO 5.1.

Ammonium sulphate harmless fertilizer grade only is allowed. All other sulphates excluded. Limestone is allowed, but quicklime is excluded.

Nitrates (including Chilean nitrates) are allowed, provided harmless fertilizer grade. Potassium nitrate - allowed on strict understanding that this is 'Potash'.

Bagged rice is allowed but Charterers are to ensure that stowage is performed in such a way as to allow maximum ventilation to vessels capability.

Chrome ore, allowed, however concentrates protective clause to apply and Owners shall not be responsible for any future cargo contamination as result of loading chrome ore.

Urea - harmless fertilizer grade allowed only.

Granite blocks and marble blocks are not permitted Cargo is not to be dropped into vessels hold at any time. Charterers are to ensure adequate suitable dunnage and lashing and securing to Masters complete satisfaction free of expense to Owners and not to load pieces that exceed the vessels tanktop strengths.

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Pig iron is permitted but limited to maximum 2 cargoes per year and to be loaded in accordance with protective clause as below. Pig iron is not to be considered dirty cargo.

Mineral sands are permitted provided the Owners and/or Master and/or crew are not held responsible in the event the vessel is rejected due to strict hold cleaning requirements beyond what may be reasonably expected considering vessels condition and previous cargo/trading history.

Dirty Cargo

Charterers can load only 3 dirty cargoes annually, not consecutive and last cargo cannot be a dirty cargo.

Salt, Rock Salt, Solar Salt

Sulphur: only solid formed sulphur (pelletised, prilled, granulated, flakes, etc.) is allowed.

Cement not allowed, but bagged cement not limited to number of cargoes and not considered as dirty cargo.

Cement clinker, scrap: only runs 1+2, shredded, HHDW and American bonus grades allowed, coke/petcoke (excluding metcoke).

Owner's Protective Clauses

Iron Ore Fines/Mineral Sands Protective Clauses

Iron ore fines and harmless mineral sands must be loaded, stowed, trimmed and discharged in accordance with IMO recommendations and governmental regulations/guidelines at Charterers' risk/time and expense at loading, discharging ports and places of transit.

Prior to loading, shippers/Charterers to supply Owners/Master with correctly certified Cargo Declaration Certificates issued by surveyors, independent of shippers/Charterers or their interests stating that the transportable moisture content of the cargo to be loaded is within the safe levels as defined by the relevant regulatory bodies (including IMO) requirements. Owners to appoint P&I surveyors during loading operations and cost to be equally shared.

Charterers are to pay for fresh water for washing down cargo holds after completion of discharge and to provide suitable cleaning materials as requested by the Master and pay additional bonus of USD 400 per hold for cleaning.

Concentrates

Prior to commencement of loading, Charterers/shippers are to provide laboratory analysis/certificate evidencing that both the flow moisture point and transportable moisture limit of such cargo are within the limit as set out by IMO.

Such cargo to be loaded, stowed, trimmed and discharged strictly according to latest IMO and/or other regulations/rules applicable to such cargo.

Owners are allowed to appoint P&I surveyors to verify the condition of the cargo before and during the loading, cost to be for Charterers account.

After loading Charterers undertake to arrange for special extra trimming and/or levelling of the cargo to satisfaction of Master and independent surveyor appointed by Charterers/shippers at their expense and time.

Any directly related expenses resultant therefrom/incurred thereby (such as hold cleaning to Master's satisfaction/hold survey) and any detention through any of above causes to be for Charterers' account.

Sulphur

Sulphur permitted under this charter party to be harmless, granulated or prilled type only. Charterers are permitted to carry maximum one cargoes of sulphur in any five month period, whether they be full or part cargo.

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Hold block applications, to be for charterers' time and expense during the entire period on following conditions:

1. Charterers undertake to use holds as little as possible, provided vessel's stability, trim and stress permit.
2. Prior to loading, hold block to be applied to all holds assigned for sulphur, and introduced into the bilge openings to Master's/shippers' representatives' satisfaction in Charterers' time and for Charterers' account.
3. Hold block application shall be applied by specialised workshop or by ship's crew provided that all required equipment and instructions are delivered to the crew. In case crew apply hold block/lime wash, then Charterers to supply all necessary materials at their time and cost and to pay USD 800.00 per hold and a further USD 800.00 per hold for cleaning and removal of hold block, in addition to the intermediate hold cleaning bonus.
4. Cargo to be loaded/stowed/trimmed/discharged in strict accordance with latest IMO and/or any other latest regulations/ rules applicable to such cargo.
5. After discharge, Charterers to supply sufficient fresh water at their expense for washing down of all holds.
6. Owners/Master are not to be held responsible for any costs and consequences (including detention) in the event vessel's holds are rejected for loading any subsequent cargo, as a result of charterers electing to load sulphur.

Salt

Hold block applications, to be for charterers' time and expense during the entire period on following conditions:

1. Charterers undertake to use holds as little as possible, provided vessel's stability, trim and stress permit.
2. Prior to loading, hold block to be applied to all holds assigned for salt, and introduced into the bilge openings to Master's/shippers' representatives' satisfaction in Charterers' time and for Charterers' account.
3. Hold block application shall be applied by specialised workshop or by ship's crew provided that all required equipment and instructions are delivered to the crew. In case crew apply hold block/lime wash, then Charterers to supply all necessary materials at their time and cost and to pay USD 800.00 per hold and a further USD 800.00 per hold for cleaning and removal of hold block, in addition to the intermediate hold cleaning bonus.
4. Cargo to be loaded/stowed/trimmed/discharged in strict accordance with latest IMO and/or any other latest regulations/ rules applicable to such cargo.
5. After discharge, Charterers to supply sufficient fresh water at their expense for washing down of all holds.
6. Owners/Master are not to be held responsible for any costs and consequences (including detention) in the event vessel's holds are rejected for loading any subsequent cargo, as a result of charterers electing to load salt.

Scrap

Charterers are permitted to carry maximum two cargoes of scrap in any five month period, whether they be full or part cargo.

1. The scrap permitted to be loaded to be non-oily and limited to HMS 1+2 and/or shredded scrap (for purposes of a cushion) and/or better grade but specifically excluding motor blocks, turnings, metal borings and cuttings and radioactive material.
2. Charterers undertake that loading of the first layer of scrap not to be released until lowered as close as possible to tanktop and at no time is cargo to be dumped or dropped during loading. Cargo is to be evenly stowed, trimmed to satisfaction of Master before loading balance of cargo.
3. Charterers undertake to supply on board and ultimately remove at their expense, dunnage mats and/or other materials that Master may deem necessary and reasonable, to provide safe protection from damage by loading scrap.
4. Prior to loading scrap, hold condition surveys to be conducted by an independent surveyor appointed by Owners in Charterers' time and costs to be shared 50/50, and same to be done immediately after completion of discharge.
5. In case of any damage to the vessel's Australian hold ladders and any other part(s)/place(s) of the vessel caused by loading such scrap cargo (except for minor damage to hold plate not affecting class which to be considered fair wear and tear), then Charterers are to be fully responsible for upgrading/repairs to bring Australian hold ladders and other parts/ places to same condition as prior to loading scrap before commencement of next voyage in case needed. Charterers to pay USD800 per holds in addition to the intermediate hold cleaning bonus.
6. Any directly related expense resulting from loading scrap (such as but not limited to hold cleaning to master's satisfaction/hold surveys/dunnage removal, etc.) shall be for the Charterers' time and expense. Owners/Master are not to be held responsible for any costs and consequences (including detention) in the event vessel's holds are rejected for loading any subsequent cargo, as a result of Charterers electing to load scrap.

Coke/Petcoke

1. Petroleum coke (petcoke) mentioned herein is limited to the type of non-hazardous, non-dangerous green delayed type and/or calcined type.
2. Charterers undertake to use holds if the vessel's stability, trim and stress permit.
3. Cargo to be loaded/stowed/trimmed/discharged in strict accordance with latest IMO and/or any other latest regulations/ rules applicable to such cargo at relevant load/discharge ports.
4. Hold block application shall be applied by specialised workshop or by ship's crew provided that all required equipment and instructions are delivered to the crew. In case crew apply hold block, then Charterers to supply all necessary materials at their time

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and cost and pay USD 800.00 per hold and a further USD 800.00 per hold for cleaning and removal of hold block, in addition to the intermediate hold cleaning bonus.

5. On completion of discharge, where Master deems additional/special washing down of holds is required, Charterers are to effect same at their time and expense. Charterers are permitted to use ship's crew to perform cleaning as necessary against paying USD 1,000.00 per hold in addition to normal intermediate hold cleaning bonus, but always subject to prior consent of Master/ crew and where local regulations permit. Where chemical detergents/cleaners are required, Charterers are to arrange for same at their time and expense.

6. Any directly related extra expense resulting from loading petcoke/coke (such as but not limited to hold cleaning to Master's satisfaction/hold surveys, etc.) shall be for the Charterers' time and expense. Owners/Master are not to be held responsible for any costs and/or consequences (including detention) in the event vessel's holds are rejected for loading any subsequent cargo, as a result of Charterers electing to load petcoke/coke.

Steel Cargoes

1) Charterers undertake to stow steel cargoes in accordance with Master's recommended stowage plan and within vessel stability, trim and allowing for relevant tanktop strengths and vessel stresses.

2) Where the vessel is required to load steel cargo, Owners shall carry out a pre-loading/pre-discharge survey/tally using Owner's P&I Club approved surveyor, a copy of whose reports are to be given to Charterers which shall be considered a joint survey and all pre-loading/pre-discharge survey, cost to be equally shared between Owners/Charterers. In event remarks are required to be made on the mate's receipt, same shall be in accordance with but limited to those recorded in the pre-loading/pre-discharge survey/tally report.

3) Under no circumstances is California block stow permitted.

4) Prior loading steels bound for Australia, the Charterers are to arrange at their time and cost for dehumidifiers to be placed in the holds.

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- 4) In the unlikely event of any problems en route to discharge ports that involve the cargo shifting or becoming unsecured or unstable, it is clearly understood that the Master has the right to deviate to a nearby suitable port/place, which he deems appropriate. All time/expenses thereby incurred to be for charterers' account and vessel to remain on-hire.
- 5) The cargo is to be properly dunnaged, chocked up, lashed and secured to the Master's satisfaction at Charterers' time, risk and expense. Charterers must supply sufficient adequate and correctly certified dunnage, lashing/securing materials for loading such cargo.
- 6) Upon completion of discharge, Charterers are responsible for safe removal and disposal of all dunnage in their time and at their expense.

Pig Iron

- 1) Charterers undertake to ensure that the first layer of pig iron to be lowered gently onto vessel tanktop and not dropped from any height, so as to provide a cushion flooring (to the Master's satisfaction).
- 2) Charterers undertake to supply at their expense whatever dunnage and/or other materials master considers necessary to provide safe protection from damage by loading pig iron.
- 3) If any dispute arises between Charterers/Master, an independent surveyor should be appointed jointly by Owners/ Charterers and his decision should be final.
- 4) In case during en route from loading to discharging port, cargo was found to shift, which may affect the seaworthiness or safety of the vessel, Owners have the right to call at nearest port to effect necessary cargo trim. All time/expenses thereby incurred to be for Charterers' account and vessel to remain on-hire.

Bulk Cement
or Clinker not
allowed.