

Lampiran 1 Transkip Wawancara

Nama : Ratnawati Siburian

Jabatan : Supervisor Operasional

Tempat : PT Buana Lintas Lautan

Pertanyaan	Jawaban
Apa saja faktor yang memengaruhi <i>demurrage</i> ?	<i>Demurrage</i> bisa muncul karena <i>port congestion</i> (antrian masuk pelabuhan), <i>bad weather</i> , kerusakan alat dalam kapal, dokumen untuk pemenuhan bongkar/muat belum lengkap.
Adakah peran <i>ship owner</i> memengaruhi munculnya <i>demurrage</i>	<i>Ship owner</i> berperan dalam timbulnya <i>demurrage</i> . <i>Ship owner</i> menunggu konfirmasi dari charterer untuk perencanaan jadwal bongkar/muat yang akan dicantumkan dalam <i>charter party</i> , Kemudian <i>ship owner</i> akan mengatur kesiapan kapal, pengajuan <i>notice of readiness</i> tepat waktu, komunikasi dengan <i>charterer</i> , memastikan kapal terawat. Apabila <i>ship owner</i> belum siap atau belum lengkap yang dibutuhkan untuk proses bongkar/muat maka nantinya akan muncul <i>demurrage</i> .
Apa yang dilakukan <i>ship owner</i> dalam timbulnya <i>demurrage</i> ?	Mengecek <i>Bill of Lading</i> sebelum kapal <i>on board</i> , karena B/L dokumen utama dalam kegiatan pengiriman barang.

Pertanyaan	Jawaban
Siapa saja yang menangani/membayar <i>demurrage</i> ?	Yang membayar <i>demurrage</i> bisa dari kita sebagai <i>ship owner</i> dan <i>charterer</i> , tergantung permasalahan nya timbul dari mana dahulu. Kalau muncul karena ada kerusakan kapal, berarti yang menanggung kita, jika masalah nya karena kargo nya belum siap maka <i>charterer</i> yang akan membayar.
Seberapa besar tanggung jawab <i>ship owner</i> untuk membayar <i>demurrage</i> ?	Tergantung dalam <i>charter party</i> nya, nanti kita lihat dari <i>charter party</i> yang dikirim <i>email</i> disitu tertera nominal <i>demurrage</i> nya dan tenggat pembayaran.
Apakah <i>demurrage</i> yang muncul dalam MT Bull Damai ini <i>ship owner</i> juga membayar?	Tidak, karena <i>demurrage</i> ini akibat antrian panjang di pelabuhan, sehingga kapal harus menunggu lama. Yang memilih pelabuhan bongkar muat itu kan yang menentukan <i>charterer</i> , kalau ada kesalahan dari pihak pelabuhan berarti <i>charterer</i> tetap menanggung <i>demurrage</i> .
Adakah upaya <i>ship owner</i> untuk merencanakan pengiriman sebelum melaksanakan sewa kapal?	Ada, evaluasi pelabuhan supaya terhindar dari pihak-pihak yang lalai, komunikasi dengan baik dengan pihak pelabuhan, tidak hanya pihak pelabuhan, bisa dengan pihak <i>charterer</i> , merencanakan jadwal pengiriman dengan baik dan sudah

Pertanyaan	Jawaban
	termasuk perencanaan apabila ada masalah yang timbul.

Nama : M. Ma'aruf

Jabatan : Staf Operasional

Tempat : PT Buana Lintas Lautan

Pertanyaan	Jawaban
Apa saja faktor yang memengaruhi <i>demurrage</i> ?	Ketentuan mengenai <i>demurrage</i> ditentukan pada <i>charter party</i> dan isi <i>charter party</i> beragam sesuai dengan kesepakatan antara <i>shipowner</i> dengan <i>charterer</i> . <i>Mostly, demurrage</i> timbul ketika proses bongkar/muat melebihi <i>laytime</i> yang telah disepakati dan dengan catatan kelebihan waktu tersebut bukan karena kesalahan <i>owner</i> atau kapal dan dapat dibuktikan dengan dokumen pendukung.
Adakah peran <i>ship owner</i> memengaruhi munculnya <i>demurrage</i>	<i>Demurrage</i> memiliki ketentuan yang telah ditentukan dalam <i>charter party</i> , <i>charter party</i> menjamin tidak ada pihak yang dirugikan. <i>Demurrage</i> timbul ketika proses bongkar/muat melebihi <i>laytime</i> yang tercantum dalam <i>charter party</i> , dengan catatan bahwa kelebihan waktu tersebut bukan karena kesalahan <i>ship owner</i> melainkan kesalahan <i>charterer</i> .
Apa yang dilakukan <i>ship owner</i> dalam timbulnya <i>demurrage</i> ?	<i>Ship owner</i> memerlukan koordinasi dengan pihak pelabuhan dan agen untuk meminta bantuan sandar kapal, kemudian <i>ship owner</i> perlu berkomunikasi dengan pihak <i>charterer</i>

Pertanyaan	Jawaban
	untuk menanyakan kesiapan muatan milik <i>charterer</i> yang akan diangkut. Apabila muatan membutuhkan akses prioritas maka <i>ship owner</i> dapat menghubungi pihak pelabuhan.
Siapa saja yang menangani/membayar <i>demurrage</i> ?	Yang menangani/membayar <i>demurrage</i> itu antara <i>ship owner</i> dan <i>charterer</i> karena di dalam <i>charter party</i> itu kesepakatan antara kita (<i>ship owner</i>) dan <i>charterer</i> . Tinggal menyesuaikan masalah nya timbul karena kesalahan dari pihak mana. Di dalam <i>charter party</i> tercantum <i>laycan</i> yang sudah disepakati antara <i>ship owner</i> dan <i>charterer</i> , kalau pelaksanaan bongkar/muat melebihi <i>laytime</i> , maka nanti <i>demurrage</i> ditanggung oleh <i>charterer</i> . <i>Ship owner</i> yang akan koordinasi dengan <i>charterer</i> terkait <i>demurrage</i> ”
Seberapa besar tanggung jawab <i>ship owner</i> untuk membayar <i>demurrage</i> ?	Tergantung permasalahan, nanti menyesuaikan dengan <i>charter party</i> nya. Apabila kesalahan dari <i>charterer</i> maka prosesnya <i>ship owner</i> akan ajukan <i>demurrage</i> berdasarkan hitungannya sebut aja initial <i>demurrage</i> , lalu <i>charterer</i> akan review nilai initial <i>demurrage</i> tersebut. Disini <i>charterer</i> punya hak untuk negosiasi

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	nilai initial <i>demurrage</i> . Negosiasi diajukan harus berdasarkan <i>charter party</i> , bisa juga tanpa <i>charter party</i> asalkan owner dan <i>charterer</i> sepakat. Setelah negosiasi selesai, nilai final <i>demurrage</i> keluar, <i>charterer</i> berkewajiban untuk membayar <i>demurrage</i> berdasarkan nilai final <i>demurrage</i> .
Apakah <i>demurrage</i> yang muncul dalam MT Bull Damai ini <i>ship owner</i> juga membayar?	Tidak, <i>charterer</i> saja yang membayar. Karena kesalahan dari pihak pelabuhan, sehingga yang bertanggung jawab membayar <i>demurrage</i> yaitu pihak <i>charterer</i> .
Adakah upaya <i>charterer</i> untuk merencanakan pengiriman sebelum melaksanakan sewa kapal?	Sesuai dengan permasalahan nya, <ol style="list-style-type: none"> 1. <i>Waiting berth availability -> negotiate with terminal (asking for priority)</i> 2. <i>Waiting cargo readiness -> coordinate with shipper and terminal (asking to expedite the cargo delivery process)</i> 3. <i>Waiting ullage availability in shore tank -> coordinate with terminal (asking to make space)</i> 4. <i>Slow loading/discharge due to terminal's fault -> coordinate with terminal (asking to</i>

Pertanyaan	Jawaban
	<i>increase loading rate or asking to increase loading rate or asking to use more manifold)</i>

Nama : Uttari Probowati

Jabatan : Chartering Staff

Tempat : PT Buana Lintas Lautan

Pertanyaan	Jawaban
Apa saja faktor yang memengaruhi <i>demurrage</i> ?	Faktor yang memengaruhi <i>demurrage</i> yaitu karena keterlambatan proses <i>loading/discharge</i> , dokumen belum lengkap, <i>bad weather</i> , <i>port congestion</i> , <i>cargo unready</i> , masalah yang timbul dari pihak pelabuhan seperti ada kerusakan pipa bongkar.
Adakah peran <i>ship owner</i> memengaruhi munculnya <i>demurrage</i> ?	Ada, <i>Ship owner</i> perlu mengirimkan <i>notice of readiness</i> yang dikirimkan oleh kapal. Karena apabila <i>ship owner</i> belum mengirimkan NOR maka mengakibatkan kapal belum bisa melakukan kegiatan selanjutnya
Apa yang dilakukan <i>ship charterer</i> dalam timbulnya <i>demurrage</i> ?	Berkoordinasi dengan <i>charterer</i> bahwa muatan telah siap di pelabuhan, lalu memastikan dokumen-dokumen lengkap.
Siapa saja yang menangani/membayar <i>demurrage</i> ?	<i>Charterer</i> , <i>shipper/receiver</i> , dan kita (<i>ship owner</i>). Tapi kita lihat terlebih dahulu permasalahan nya, apakah permasalahan muncul karena kesalahan kita seperti kerusakan kapal, atau permasalahan nya karena pihak <i>charterer</i> terkait dengan muatan nya, dokumen pengiriman yang belum lengkap atau yang lainnya. Kalau

Pertanyaan	Jawaban
	adanya keterlambatan muatan, <i>charterer</i> yang bertanggung jawab membayar <i>demurrage</i> , tapi nanti <i>charterer</i> akan menghubungi pihak <i>shipper/receiver</i> untuk mengganti pertanggung jawaban <i>demurrage</i> itu.
Seberapa besar tanggung jawab <i>charterer</i> untuk membayar <i>demurrage</i> ?	Kita menyesuaikan dalam <i>charter party</i> dahulu, di dalam <i>charter party</i> ada <i>laytime</i> , nah <i>laytime</i> itu sudah disepakati oleh shipowner dan <i>charterer</i> , jika proses bongkar/muat nelebih waktu <i>laytime</i> yang disepakati maka <i>charterer</i> menanggung <i>demurrage</i> nya. Kalau <i>demurrage</i> muncul karena kesalahan kapal seperti adanya mesin rusak pada kapal yang mengakibatkan kapal harus di pelabuhan itu sampai beberapa hari, maka <i>ship owner</i> yang menanggung <i>demurrage</i> itu.
Apakah <i>demurrage</i> yang muncul dalam MT Bull Damai ini <i>ship owner</i> juga membayar?	Tidak, karena masalah nya kapal ingin masuk ke Pelabuhan Baltic, tapi ada antrian panjang untuk kapal-kapal lain yang ingin masuk ke pelabuhan, sehingga MT Bull Damai mengalami <i>demurrage</i> , maka <i>demurrage</i> tersebut ditanggung oleh <i>charterer</i>

Pertanyaan	Jawaban
Adakah upaya <i>ship owner</i> untuk merencanakan pengiriman sebelum melaksanakan sewa kapal?	Survei dan evaluasi pelabuhan untuk meninjau kondisi pelabuhan seperti ketersedian alat bongkar/muat, riwayat <i>port congestion</i> , fasilitas <i>handling</i> , cuaca dan musim. <i>Ship owner</i> perlu koordinasi internal dengan tim logistik, legal, dan komersial untuk menyelaraskan <i>timeline</i> pengiriman dan memastikan dokumen yang dibutuhkan sudah lengkap.

Lampiran 2 *Charter party Date*

To: Deepseas-Tankers
Subject: RE: M/T BULL DAMAI / BLACKHILLS / CP DTD 12.01.24 // CLEAN FIXED RECAP //

From: Deepseas-Tankers <tankers@deepseadmcc.com>
Sent: Saturday, January 13, 2024 12:22 AM
To: Andhika Priyokusumo <andhika.priyokusumo@bull.co.id>
Cc: BULL Marketing <marketing@bull.co.id>
Subject: M/T SWORDFISH / BLACKHILLS / CP DTD 12.01.24 // CLEAN FIXED RECAP //

[EXTERNAL EMAIL] DO NOT CLICK Links or attachments unless you recognise the sender and know the content is safe.
[PLEASE] Double check the sender again to make sure the right person if you want to reply the message.

-IT BULL-

GOOD DAY SIR,

WE ARE PLEASED TO SHARE FOLLOWING FIXTURE WHEREIN CHARTERERS HAVE LIFTED ALL SUBJECTS
WITHIN
AUTHORITY TIME BASIS BELOW TERMS AND CONDITIONS:

++++++ TO BE KEPT STRICTLY PRIVATE AND CONFIDENTIAL ++++++

=====
M/T BULL DAMAI / BLACKHILLS / CP DTD 12.01.24 // CLEAN FIXED RECAP //
=====

CHARTER PARTY TERMS : EXXONMOBIL VOY2005 TANKER VOYAGE CHARTER PARTY

CHARTERERS : PT STR

REGISTERED OWNER : MINSHENG QIPING (TIANJIN)
ROOM 202, OFFICE AREA OF INSPECTION WAREHOUSE, 6262 AOZHOU
ROAD,
DONGJIANG BONDED PORT ZONE, TIANJIN
PILOT FREE TRADE ZONE, TIANJIN, THE PEOPLE'S REPUBLIC OF
CHINA

TECHNICAL OPERATOR : PT GEMILANG BINA LINTAS TIRTA
JL. MEGA KUNINGAN TIMUR BLOK C6 KAV.12A JAKARTA SELATAN
12950,
INDONESIA

COMMERCIAL OPERATOR : PT BUANA LINTAS LAUTAN TBK
DANATAMA SQUARE II, BLOCK C.6 KAV 12A
JL. MEGA KUNINGAN TIMUR..KAWASAN MEGA KUNINGAN
JAKARTA SELATAN 12950

DISPONENT OWNER : SWORDFISH MARITIME LIMITED
THE TRUST COMPANY OF THE MARSHALL ISLANDS, INC.;

TRUST COMPANY COMPLEX; AJELTAKE ROAD, AJELTAKE ISLAND,
MAJURO,
REPUBLIC OF THE MARSHALL ISLANDS MH 96960

BROKERS : DEEPSEAS DMCC
CP DATED : 12TH JAN. 2024
VESSEL : M/T BULL DAMAI (DESCRIPTION AS PER ATTACHED Q88)
LAST CARGOES : AS PER ATTACHED Q-88
VESSEL DETAILS : AS PER ATTACHED Q-88
VESSEL ITINERARY LAYCAN AGW WSNP : VESSEL OPEN GDANSK 21ST JANUARY 2024, ETA LOADPORT WITHIN
VOYAGE : ONE SPOT VOYAGE
CARGO : 1/2 GRADE CRUDE / DPP AWWNS
QUANTITY : UPTO FULL CAPACITY CHARTERERS OPTION

LAYCAN : 25TH JAN - 30TH JAN 2024 (0001-2359) TBN 1 DAY IN CHOPTION
LOAD PORT : 1 SP/SB/STS BALTIC

STS WILL BE CARRIED OUT UNDER OCIMF GUIDELINES. MOTHER VESSELS WILL INCLUDE RUSSIAN,
SCF, SUN-SM AND OTHER RUSSIAN SHIPS.
MOTHER AND DAUGHTER VESSELS TO CLEAR EACH OTHER FOR STS OPERATION AND APPROVAL NOT BE
UNREASONABLY WITHHELD.

DISCHARGE PORT : 1/2 STS KALAMATA
OR CHARTERERS OPTION
1/2 SP/SB/STS TURKEY
OR CHARTERERS OPTION
1/2 SP/SB/STS AG-WCI RANGE
OR CHARTERERS OPTION
1 SP/SB/STS ECI - SINGAPORE - MALAYSIA - TANJUNG PELEPAS
RANGE

OR CHARTERERS OPTION
1/2 SP/SB/STS CHINA RANGE EXCLUDING RIVER PORTS

ALL STS COSTS AT LOAD/DISPORT PORT INCLUDING D/A'S, AGENCY FEE (IF ANY) TO BE FOR
CHARTERERS ACCT AND TO BE SETTLED DIRECTLY BY THEM.
TERMINAL LOADING AND DISCHARGING PORT D/A'S TO BE FOR OWNERS' ACCT AND TO BE SETTLED
DIRECTLY BY THEM.
FREIGHT PAYMENT : FREIGHT PAYABLE WITHIN 3 WORKING DAYS AFTER DISCHARGE.
LAYTIME : 96 HOURS FSSHINC
DEMURRAGE : USD XX.XXX/- PDPR

COMMISSION : TOTAL 6.25% INCLUDING 3.75% INCLUSIVE OF ADDRESS
COMMISSION / BROKERAGE TO BE DEDUCTED AT SOURCE AND 2.5% TO DEEPSEAS DMCC ON F/D/D TO
BE PAYABLE BY OWNERS. COMMISSION TO DEEPSEAS DMCC ON FREIGHT TO BE PAID WITHIN 7
WORKING DAYS OF OWNERS RECEIVING FREIGHT / DEADFREIGHT AND SEPERATELY COMMISSION TO
DEEPSEAS DMCC ON DEMURRAGE TO BE PAID WITHIN 7 DAYS OF OWNERS RECEIVING DEMURRAGE.

OTHER TERMS : ALL TERMS AS PER LAST DONE SAVIR LION / BLACKHILLS CP DATED
20TH NOVEMBER 2023 WITH LOGICAL AMENDMENTS.

DEMURRAGE CLAUSE

UNDISPUTED DEMURRAGE TO BE PAID EVERY 5 DAYS.

ANY EXTRA SURVEY/ INSPECTION AS REQUIRED/ INSTRUCTED BY CHARTERERS SHALL BE AT
CHARTERERS' TIME AND COST.

-ONE SAFE PORT ONE SAFE BERTH BOTH ENDS, IN CASE VESSEL LOAD OR DISCHARGE MORE THEN
ONE BERTH ALL SHIFTING EXPENSES AND ADDITIONAL PORT DISBURSEMENTS TO BE FOR CHARTERERS
ACCOUNT AND TIME TO COUNT IN FULL

-TORM INTERIM PORT CLAUSE
CHARTERERS TO PAY FOR ADDITIONAL INTERIM LOAD/DISCH PORT AT COST AS FOLLOWS:

DEVIATION:
ACTUAL ADDITIONAL STEAMING TIME INCURRED AS PER MASTERS STATEMENT FOR
DEVIATION WHICH EXCEEDS DIRECT PASSAGE FROM FIRST LOADPORT TO FINAL
DISCHPORT AS PER BP'S DISTANCE TABLE AT CP SPEED.

POR TIME:
TIME TO COUNT IN FULL FROM ARRIVAL PILOT STATION INTERIM
LOAD/DISCHARGE PORT UNTIL DROPPING LAST OUTWARD PILOT INTERIM
LOAD/DISCH PORT I.E. NO ALLOWANCE FOR NOTICE TIME, NOR DEDUCTION FOR
SHIFTING EVEN FROM ANCHORAGE TO FIRST BERTH AND NO DEDUCTION FOR
TIME LOST DUE TO TIDE, SEA AND WEATHER CONDITIONS.

COST:
DEVIATION AND PORT TIME USED TO BE CALCULATED AT DEMURRAGE RATE
PRO RATA PLUS COST FOR BUNKERS CONSUMED DURING THE DEVIATION AS
WELL AS BUNKERS USED IN PORT AS PER MASTERS TELEX/EMAIL STATEMENT.
PORT COSTS TO BE SETTLED DIRECTLY BY CHARTERERS UNLESS OTHERWISE
AGREED.

PAYMENT:
DEVIATION + TIME USED IN PORT + BUNKERS CONSUMED TO BE PAID TOGETHER
WITH FREIGHT. IMMEDIATELY, UPON COMPLETION OF DISCHARGE AS PER OWNERS
TELEXED/E-MAILED INVOICE WITH SUPPORTING DOCUMENT, WHICH LATER TO BE
SUPPORTED BY HARD COPY DOCUMENTATION.

- IDLE BUNKER AND BUNKER FOR MAINTAINING CARGO TEMPERATURE TO REMAIN ALWAYS FOR OWN'S
ACCNT - N/A

- IF ROTTERDAM, THEN AMSTERDAM FLAT TO APPLY NO FIXED RATE DIFFS FOR CHARTS
ACCOUNT - N/A

- ALL FREIGHT PAYABLE BASIS MINIMUM 30,000 MT IRRESPECTIVE OF ACTUAL QUANTITY
LOADED. - N/A

- WORLDSCALE 2024 FLATS TO APPLY - N/A

- OWNERS OPTION TO BUNKER ON LADEN PASSAGE, ALWAYS WITH CHARTS PRIOR CONSENT, WHICH
NOT TO BE UNREASONABLY WITHHELD

- NO D/A FOR OWNERS ACCOUNT IN CONAKRY - N/A THIS CP

- MAX 3 PORTS TOTAL LOAD/DISCH - N/A

- CHOPT TO PERFORM A DISCH/RELOAD OPERATION AT STS KAVKAZ AFTER BATUMI LOAD. - N/A
THIS CP

- DISCH/RELOAD PORT TO BE CALCULATED AS AN ADDITIONAL LOADPORT FOR FREIGHT CALCULATION PURPOSES (NOVO FLAT TO APPLY MINUS USD 40.000) - N/A

- EXTRA BUNKER CONSUMED FOR THE DISCH/RELOAD OPERATION TO BE FOR C/A - N/A

- IF STS KAVKAZ NOVO FLAT TO APPLY MINUS 35.000 USD - N/A

- FREIGHT ALWAYS PAYABLE BASIS MIN 30.000 MTS IRRESPECTIVE OF ACTUAL QUANTITY LOADED - N/A

- ESCORT TUGS IN GREECE FOR CHARTERERS ACCOUNT UNLESS COVERED BY WS- N/A

- AWRP TO BE FOR CHARTERERS ACCOUNT INCLUDING LOH AND IV

- IF DUE TO LOADING CHARTERERS CARGO IN RUSSIA THE VESSEL IS PREVENTED OR DELAYED FOR DISCHARGE AT ANY PORT, ALL TIME TO COUNT AT FULL DEMURRAGE PLUS BUNKERS CONSUMED FOR CHARTERERS ACCOUNT

- NO SANCTIONED BANKS OR PORTS TO BE INVOLVED IN THIS FIXTURE - IF OWNERS ARE UNABLE TO PAY PORT COSTS AT LOADING PORT, THEN CHARTERERS TO PAY AND DEDUCT THE AMOUNT FROM FREIGHT WITH SUPPORTING DOCUMENTS TO FOLLOW.

- THIS FIXTURE RECAP/CHARTERPARTY IS SUBJECT TO AND CONTINGENT ON THE TRADE, CARGO, VOYAGE, SHIPMENT BEING ALLOWED BY EU SANCTIONS OR OTHER SANCTIONS BEING IMPOSED ON RUSSIA ANY TIME PRIOR TO COMMENCEMENT OF OR DURING THE PERFORMANCE OF THIS FIXTURE/CHARTERPARTY.

- CHARTERERS WARRANT AND GUARANTEE THAT IN COMPLIANCE WITH THE COUNCIL REGULATION (EU) 2022/879 OF 3 JUNE 2022 INCLUDING ANY AMENDMENTS THERETO ("EU SANCTIONS"), CHARTERERS SHALL ENSURE THAT ALL NECESSARY DETAILS RELATED TO THE CONTRACT AS REFERRED TO IN THE APPLICABLE EU SANCTIONS, HAVE BEEN OR WILL BE NOTIFIED TO THE EUROPEAN COMMISSION ON OR BEFORE 24 JUNE 2022 AND PROVIDE EVIDENCE OF THE NOTIFICATION AND THAT THE UNDERLYING PRODUCT IS GOODS FALLING UNDER CN 2710. CHARTERERS WILL BE LIABLE FOR ALL AND ANY DOCUMENTARY PROVED LOSSES SUFFERED BY OWNERS SHOULD THEY BE FOUND DIRECTLY CAUSED BY THE BREACH OF THIS GUARANTEE BY THE CHARTERERS.

- DAKAR CLAUSE : - N/A
AT DAKAR ALL COSTS PLUS TIME AT DEMURRAGE RATE FOR HULL CLEANING DUE TO OIL IN THE WATER AT DAKAR, IF ANY, TO BE FOR CHARTERERS ACCOUNT, PROVIDED IT IS PROVED NOT TO COME FROM THE VESSEL, SAME TO BE SETTLED AGAINST OWNERS INVOICE WITH SUPPORTING DOCUMENTS, BUT MAX 6 HOURS FOR C/A ONCE DAYLIGHT COMMENCES

- DISCHARGE / RELOAD CLAUSE:
CHARTERER TO HAVE THE ADDITIONAL OPTION OF DISCHARGING PART OR ALL CARGO IN ONE SAFE PORT
AND RELOADING SAME PORT FOR FURTHER DISCHARGE WITHIN THE SAME PORT AND/OR PORT(S)
WITHIN THE AGREED RANGES, TIME AT THE DISCHARGE/RELOAD PORT TO COUNT AS LAYTIME OR IF VESSEL IS ON DEMURRAGE, AS TIME ON DEMURRAGE IN ACCORDANCE WITH CHARTER PARTY TERMS AND CONDITIONS. FREIGHT ALWAYS TO BE BASED ON THE HIGHEST BILL OF LADING QUANTITY(IES) CARRIED ON ANY ONE PART OF THE VOYAGE OR THE MINIMUM QUANTITY AS PER CHARTERPARTY, WHICHEVER IS THE GREATER. WHERE FINAL DISCHARGE IS AT A PORT OTHER THAN THE DISCHARGE/RELOAD PORT THE DISCHARGE/RELOAD PORT TO BE CONSIDERED AS ADDITIONAL LOADPORT
FOR FREIGHT CALCULATION PURPOSES.
WHEN FIXED ON WS BASIS ANY ADDITIONAL PORT COST FOR DISCHARGING THAT EXCEED COSTS INCURRED SOLELY FOR LOADING TO BE FOR CHARTERS ACCOUNT. ANY EXTRA BUNKER USED FOR DISCHARGING TO BE FOR CHARTERERS ACCOUNT.

- COMMINGLING / BLENDING
IF COMMINGLING/BLENDING OF PARCELS OR GRADES ORDERED, THEN COMMINGLING/BLENDING OPERATIONS SHALL ALWAYS BE SUBJECT TO MASTER'S/OWNER'S LOADING PLAN AND APPROVAL,

WHICH ARE NOT TO BE UNREASONABLY WITHHELD ALWAYS IN STRICT COMPLIANCE WITH SAFETY RULES AND SUBJECT TO THE TECHNICAL CHARACTERISTICS OF THE VESSEL THE CHARTERERS SHALL INDEMNIFY THE OWNERS AGAINST ANY CARGO CLAIMS OWING TO COMMINGLING/BLENDING OF PARCELS OR GRADES, AND CHARTERERS SHALL ACCEPT RESPONSIBILITY FOR ANY CARGO CLAIM OWING TO THIS OPERATION.

CHARTERERS WARRANT THAT ANY CARGOES TO BE COMMINGLED OR BLENDED ON BOARD SHALL BE STABLE AND COMPATIBLE AND THAT NO PRECIPITATION OF SOLID DEPOSITS IN CARGO TANKS, PIPES, PUMPS, VALVES WILL OCCUR.

ANY ADDITIONAL COSTS INCURRED AS A RESULT OF COMMINGLING/BLENDING OPERATIONS SHALL BE FOR CHARTERERS' ACCOUNT.
IN THE EVENT OF COMMINGLING OR BLENDING ON BOARD, CHARTERERS SHALL RETURN ALL THREE (3) ORIGINAL COPIES OF ALL BILLS OF LADING ISSUED IN RESPECT OF THE CARGOES TO BE BLENDED OR COMMINGLED TO OWNERS FOR CANCELLATION.

UPON RETURN OF THE ORIGINAL COPIES OF THE BILLS OF LADING AS AFORESAID, OWNERS WILL ISSUE REPLACEMENT BILLS OF LADING IN RESPECT OF THE COMMINGLED OR BLENDED CARGO, WHICH WILL STATE ON THEIR FACE:

(I) THE DETAILS FROM THE BILL OF LADING PURSUANT TO WHICH THE CARGOES WERE ORIGINALLY LOADED, INCLUDING THE NATURE OF THE CARGO, THE ORIGINAL QUANTITY LOADED AND THE DATE AND PLACE OF LOADING; AND

(II) THE PLACE AND DATE OF THE BLENDING OR COMMINGLING TOOK PLACE
CHARTERER'S/SUPPLIER'S REPRESENTATIVE SHALL BE PRESENT ON BOARD DURING THE DURATION OF COMMINGLING/BLENDING OPERATIONS, TO ENSURE THAT THE OPERATION IS BEING CONDUCTED BY SHORE CREW IN COMPLIANCE WITH CHARTERER'S ORDERS, AND WITHOUT MASTER/CREW RESPONSIBILITY BEING ENGAGED.

THE CHARTERERS SHALL ISSUE AN LOI, AS PER OWNER'S P&I WORDING TO INDEMNIFY AND HOLD OWNERS HARMLESS OF ANY AND ALL CONSEQUENCES OF WHATSOEVER NATURE WHICH MAY RESULT FROM CHARTERERS REQUEST TO PERFORM THIS(ES) COMMINGLING/BLENDING OPERATION(S), INCLUDING ISSUANCE OF SEPARATE SETS OF B/L'S COVERING THE PARCELS LOADED WITH APPROPRIATE CLAUSING.

PLEASE NOTE THAT OWNERS AGREE TO ISSUING 2 SEPARATE BL FOR 2 DIFF. PORT WITH 2 SEPARATE COQ AND CHARTERER'S CONFIRMATION THAT RECEIVERS ARE AWARE THE CARGO TO BE RECEIVED IS COMMINGLED IN THE TANKS AND PROVIDING LOI IN OWNERS WORDS FOR COMMINGLING.
- FOR THIS C.P ONLY 29.10.20

-WAF CLAUSE - N/A
THE SECURITY MEASURES ADVISED AT THE TIME OF FIXTURE MIGHT CHANGE AS THE SITUATION IN THE AREA IS FLUID & DETERIORATING. MASTER / OWNER TO CARRY OUT RISK ASSESSMENT CLOSURE TO VESSEL'S ETA, IF DEEMED NECESSARY ADDITIONAL SECURITY MEASURE(S) TO BE TAKEN. OWNERS TO HAVE LIBERTY TO IMPLEMENT SUCH ADDITIONAL SECURITY MEASURE(S), COST OF SAME TO BE ON CHARTERER'S ACCOUNT. OWNERS TO ADVISE CHARTERERS OF THESE ADDITIONAL SECURITY MEASURE(S) AS SOON KNOWN TO THEM.

CONAKRY: - N/A
IF ARMED GUARDS IS REQUIRED BY OWNERS THESE TO BE AT CHARTERERS TIME, RISK AND EXPENSE AND PAYABLE WITH FREIGHT. HOWEVER MAX USD 2,500 PR/DAY AND AGAINST SUPPORTING DOCUMENTS RECENTLY THERE HAVE BEEN PILFERAGE/BOARDING ATTEMPTS IN CONAKRY, WE HAVE REQUESTED LATEST COMPLIANCE REQUIREMENTS FROM CSO AND SHALL REVERT.
RECENTLY THERE HAVE BEEN PILFERAGE/BOARDING ATTEMPTS IN CONAKRY, WE HAVE REQUESTED LATEST COMPLIANCE REQUIREMENTS FROM CSO AND SHALL REVERT.

-WAF CLAUSE - N/A

1. OWNERS WILL AT ALL TIMES ADHERE TO THE LATEST VERSION OF BMP, INCLUDING WITH RESPECT TO ROUTING AND SPEED. A RISK ASSESSMENT IS TO BE CARRIED OUT BY THE MASTER PRIOR BERTHING AT A TERMINAL AND PRIOR COMMENCEMENT OF ANY CARGO OPERATIONS EITHER ALONGSIDE BERTH OR AT ANCHORAGE OR AT ANY POSITION AT OPEN SEA OR ANY OTHER AREA. THE FINAL DECISION AS TO WHETHER THE DISCHARGE/LOADING POSITION MAY BE CONSIDERED SAFE AT THE TIME OF THE VESSEL'S ARRIVAL, STAY ALONGSIDE BERTH OR ANCHORAGE OR ANY OTHER WAITING AREA WILL REST WITH THE MASTER.

2. IT IS AGREED THAT THE VESSEL IS NOT OBLIGED TO PROCEED TO ANY PLACE OR AREA WHICH, IN THE JUDGMENT OF THE MASTER AND/OR THE OWNERS IS DANGEROUS TO THE VESSEL, HER CARGO, CREW AND SHOULD THE VESSEL BE WITHIN ANY

SUCH PLACE OR AREA WHICH BECOMES DANGEROUS IN THE JUDGMENT OF THE MASTER AND/OR THE OWNERS, THE VESSEL SHALL BE AT LIBERTY IMMEDIATELY TO ABORT ANY CARGO OPERATIONS / STS OPERATIONS AND TO LEAVE THIS PLACE OR AREA.

3. ANY TRANSITS THROUGH THE AREA IN THE JUDGMENT OF THE MASTER AND/OR THE OWNERS IS DANGEROUS TO THE VESSEL, HER CARGO, CREW, THE VESSEL SHALL BE AT LIBERTY TO DEVIATE TO KEEP AT LEAST 100M OFF THE POSITION OF ANY KNOWN RECENT ATTACK. CHARTERER TO BE INFORMED OF SUCH DEVIATION AND ALL TIME AND COST FOR THE DEVIATION WILL BE ON CHARTERERS ACCOUNT.

4. IN THE ABSENCE OF FIRM ORDERS SHOULD CHARTERERS INTEND TO STAY OFF PORT LIMITS OR FOR SECURITY REASONS MASTER/ OWNERS DECIDES THE VESSEL TO REMAIN 200 MILES AWAY FROM THE NEAREST LAND THEN ALL COST / TIME FOR VESSEL TO AND FROM DRIFTING POSITION WILL BE ON CHARTERER'S ACCOUNT. ADDITIONAL BUNKERS CONSUMED DURING DRIFTING TO BE ON CHARTERER'S ACCOUNT. NOR TENDERED BY VESSEL TO REMAIN VALID.

5. ARRIVAL/APPROACH TO PORT TO BE MADE ONLY DURING DAYLIGHT HOURS. ANY DELAYS TO THE VESSEL BY ADJUSTING THE SPEED ON ACCOUNT OF GUARDS BOARDING WILL BE ON CHARTERERS ACCOUNT.

6. ALL STS COSTS INCLUDING BUT NOT LIMITED TO AGENCY FEE WILL BE ON CHARTERER'S ACCOUNT AND DIRECTLY SETTLED BY CHARTERER.

7. SHORE SECURITY GUARDS ON BOARD / ARMED PATROL BOAT REQUIRED AT ALL TIME WHILE THE VESSEL IS AT PORT WHETHER AT BERTH OR AT ANCHORAGE IN AT CONAKRY PORT LIMITS IN COMPLIANCE WITH PORT REGULATION TO BE CONFIRMED AT THE TIME OF ARRIVAL DEPENDING ON THE SECURITY SITUATION.

8. RESTRICTED ACCESS TO SHORE PERSONNEL AT BERTH/DURING STS.

9. IF NAVAL BOAT / SECURITY ESCORT VEHICLE IS NOT AVAILABLE UPON VESSELS ARRIVAL THEN SHE WOULD ADJUST OR DELAY HER ARRIVAL & PROCEED TO SAFE PLACE. ALL TIME / COST FOR VESSEL TO PROCEED TO SEA AND BACK WILL BE ON CHARTERER'S ACCOUNT INCLUDING ALL WAITING TIME. HOWEVER AS LONG AS OWNERS HAVE BOOKED THE NAVAL VESSEL IN A TIMELY MANNER WHICH IS ALWAYS CONSISTENT WITH VOYAGE ORDERS.

10. NAVAL PATROL, SECURITY ESCORT VESSELS, ARMED GUARDS AS PER ITF ETC WHICH WILL ALSO BE ON CHARTERERS ACCOUNT. ANY REASONABLE COST FOR SECURITY EQUIPMENT AS REQUIRED BY THE LATEST ISSUED VERSION OF THE BMP, IF NOT ALREADY ON BOARD TO BE ON CHARTERER'S ACCOUNT.

11. IF DUE TO PROLONGED STAY OF OVER 20 DAYS AT WAF PORT, OWNERS ARE PERMITTED TO ARRANGE FOR BUNKERS/PROVISION AND OTHER NECESSARY ITEMS INCLUDING CREW CHANGE REQUIRED FOR SAFE OPERATIONS OF THE VESSEL. ALL TIME FOR THESE OPERATIONS TO COUNT IN FULL AS USED LAYTIME OR DEMURRAGE, IF ALREADY ON DEMURRAGE. CHARTERER TO BE ADVISED ON OWNER'S INTENTION.

12. VESSEL SHALL NOT PROCEED OR CONTINUE TO OR THROUGH THE AREA WHICH, IN THE REASONABLE JUDGEMENT OF THE MASTER AND/OR THE OWNERS, IS DANGEROUS TO THE VESSEL, HER CARGO, CREW OR OTHER PERSONS ON BOARD THE VESSEL DUE TO ANY ACTUAL, THREATENED OR REPORTED ACTS OF PIRACY AND/OR VIOLENT ROBBERY AND/OR CAPTURE/SEIZURE (HEREINAFTER "PIRACY"), WHETHER SUCH RISK EXISTED AT THE TIME OF ENTERING INTO THIS CHARTER PARTY OR OCCURRED THEREAFTER THEY MUST IMMEDIATELY INFORM THE CHARTERERS. THE CHARTERERS SHALL BE OBLIGED TO ISSUE ALTERNATIVE VOYAGE ORDERS AND SHALL INDEMNIFY THE OWNERS FOR ANY CLAIMS FROM HOLDERS OF THE BILLS OF LADING OR THIRD PARTIES CAUSED BY THE VESSEL PROCEEDING AS AFORESAID OR CAUSED BY WAITING FOR SUCH ORDERS AND/OR THE PERFORMANCE OF AN ALTERNATIVE VOYAGE.

13. ANY TAXES AND OR DUES ON CARGO AND OR FREIGHT INCLUDING BUT NOT LIMITED TO NIGERIAN CONSERVANCY DUES, HANDLING CHARGES, NMA FEES, AND TIP/TWA LEVY TO BE FOR CHARTERERS ACCOUNT AND SETTLED DIRECTLY BY THEM. SHOULD ANY VETTING ARRANGEMENT BE OR BECOME NECESSARY TO CALL NIGERIA OR OTHER WEST AFRICAN PORT, CHARTERERS TO ARRANGE SAME AT THEIR TIME AND EXPENSES.

ANY DELAYS INCURRED IN THIS EXERCISE ARE FOR CHARTERERS' ACCOUNT.
ANY TIME LOST WAITING NAVAL CLEARANCE OR IF THE VESSEL IS DELAYED BY STRIKE ACTION, RIOTS, CIVIL UNREST, BAD WEATHER, LOCKOUTS, RESTRAINTS, OR FROM ANY OTHER CAUSE OVER WHICH OWNERS/MASTER HAVE NO CONTROL, IS TO COUNT IN FULL AS LAYTIME OR DEMURRAGE, IF ALREADY ON DEMURRAGE.
FURTHER, ALL EXPENSES RESULTING FROM SUCH DELAYS ARE FOR CHARTERERS' ACCOUNT.
ANY DELAYS IN OBTAINING NIGERIAN TASK FORCE PERMISSION TO ENTER NIGERIAN WATERS AND/OR NIGERIAN CERTIFICATE OF COMPLIANCE TO COUNT IN FULL AS USED LAYTIME OR DEMURRAGE, IF ALREADY ON DEMURRAGE.
CHARTERERS ARE RESPONSIBLE FOR NMA APPROVAL AND NIGERIAN CERTIFICATE OF COMPLIANCE INCLUDING ASSOCIATED COSTS, IF ANY.

14. MAX D/A SXXX FOR OWNERS ACCOUNT IN WAF, TO BE PAID BY CHARTERER AND SETTLED DIRECTLY BY THEM.

-INFECTIOUS DISEASE CLAUSE - FOR THIS CP
A) FOR THE PURPOSES OF THIS CLAUSE, THE WORDS:
"DISEASE" MEANS A HIGHLY INFECTIOUS OR CONTAGIOUS DISEASE THAT IS SERIOUSLY HARMFUL TO HUMANS.
"AFFECTED AREA" MEANS ANY PORT OR PLACE WHERE THERE IS AN ORDER OR REGULATION ISSUED BY THE COMPETENT AUTHORITY DETERMINING THAT THERE IS A RISK OF EXPOSURE TO THE VESSEL, CREW OR OTHER PERSONS ON BOARD TO THE DISEASE "COMPETENT AUTHORITY" MEANS THE COMPETENT HEALTH AUTHORITY IN THE LOCAL PORTS OF THE AFFECTED AREA, THE MANAGEMENT OF THE TERMINAL OR PLACE NOMINATED BY CHARTERER, OR VESSEL FLAG STATE. -
(B) THE VESSEL SHALL NOT BE OBLIGED TO PROCEED TO OR CONTINUE TO OR REMAIN AT ANY PLACE WHICH ACCORDING TO THE COMPETENT AUTHORITY, BECOMES AN AFFECTED AREA AFTER THE DATE OF THIS CHARTER PARTY.
(C) IN ACCORDANCE WITH SUB-CLAUSE (B):
(i) AT ANY TIME BEFORE LOADING COMMENCES, THE OWNERS MAY GIVE NOTICE TO THE CHARTERERS CANCELLING THIS CONTRACT OF CARRIAGE OR MAY REFUSE TO PERFORM SUCH PART OF IT AS WILL REQUIRE THE VESSEL TO ENTER OR REMAIN AT AN AFFECTED AREA; -
(ii) IF LOADING HAS COMMENCED, THE OWNERS MAY NOTIFY THE CHARTERERS THAT THE VESSEL WILL LEAVE THE AFFECTED AREA PROVIDED ALWAYS THAT IF THE CHARTER PARTY PROVIDES THAT LOADING OR DISCHARGING IS TO TAKE PLACE WITHIN A RANGE OF PORTS, THE OWNERS SHALL FIRST REQUEST THE CHARTERERS TO NOMINATE ANY OTHER SAFE PORT WHICH LIES WITHIN THE RANGE FOR LOADING AND DISCHARGING AND MAY ONLY CANCEL THIS CHARTER PARTY OR LEAVE THE LOADING PORT IF THE CHARTERERS FAIL TO NOMINATE SUCH ALTERNATIVE SAFE PORT WITHIN FORTY-EIGHT (48) HOURS OF RECEIPT OF NOTICE OF SUCH REQUEST.
(D) IF PRIOR TO OR AFTER ARRIVAL AND IN ACCORDANCE WITH SUB-CLAUSE (B) THE DISCHARGING PORT IS DETERMINED TO BE IN AN AFFECTED AREA, THE OWNERS MAY REQUEST THE CHARTERERS TO NOMINATE AN ALTERNATIVE SAFE PORT WHICH LIES WITHIN THE CHARTER PARTY RANGE. ALL TIME AWAITING CHARTERERS' ALTERNATIVE ORDERS TO BE CALCULATED BASIS THE DEMURRAGE RATE AS AGREED IN THE CHARTERPARTY.
(E) IF, NOTWITHSTANDING SUB-CLAUSES (B) TO (C), THE VESSEL DOES PROCEED TO OR CONTINUE TO OR REMAIN AT AN AFFECTED AREA:
(i) THE OWNERS SHALL NOTIFY THE CHARTERERS OF THEIR DECISION BUT THE OWNERS AND CHARTERERS SHALL NOT BE DEEMED TO HAVE WAIVED ANY OF THEIR RIGHTS UNDER THIS CHARTER PARTY.
(ii) THE OWNERS SHALL ENDEAVOUR TO TAKE SUCH REASONABLE MEASURES IN RELATION TO THE DISEASE AS MAY FROM TIME TO TIME BE RECOMMENDED BY THE WORLD HEALTH ORGANISATION AND THE COMPETENT AUTHORITY.
(iii) ANY ADDITIONAL COSTS AND EXPENSES INCURRED AT ANY LOAD OR DISCHARGE PORT(S) UNDER THIS CHARTER ARISING OUT OF THE VESSEL VISITING OR HAVING VISITED AN AFFECTED AREA PURSUANT TO THE CHARTERERS' INSTRUCTIONS, INCLUDING BUT NOT LIMITED TO SCREENING, CLEANING, FUMIGATING AND/OR QUARANTINING THE VESSEL AND ITS CREW SHALL BE FOR THE CHARTERERS' ACCOUNT.
ANY TIME LOST SHALL COUNT AS LAYTIME OR DEMURRAGE, PROVIDED THAT THE CAUSE OF THE DELAY AND THE EXTENT OF THE LAYTIME RESULTING COULD NOT REASONABLY HAVE BEEN PREVENTED BY OWNERS.
(F) THE VESSEL SHALL HAVE LIBERTY TO COMPLY WITH ALL ORDERS, DIRECTIONS, RECOMMENDATIONS OR ADVICE OF COMPETENT AUTHORITIES AND/OR THE FLAG STATE OF THE VESSEL IN RESPECT OF ARRIVAL, ROUTES, PORTS OF CALL, DESTINATIONS, DISCHARGE OF CARGO, DELIVERY OR IN ANY OTHER RESPECT WHATSOEVER RELATING TO ISSUES ARISING AS A RESULT OF THE VESSEL BEING OR HAVING BEEN ORDERED TO AN AFFECTED AREA.
(G) IF IN COMPLIANCE WITH THIS CLAUSE ANYTHING IS DONE OR NOT DONE, SUCH SHALL NOT BE DEEMED A DEVIATION BUT SHALL BE CONSIDERED AS DUE FULFILMENT OF THIS CHARTER PARTY. IN

THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THIS CLAUSE AND ANY IMPLIED OR EXPRESS PROVISION OF THIS CHARTER PARTY, THIS CLAUSE SHALL PREVAIL TO THE EXTENT OF SUCH CONFLICT, BUT NO FURTHER.

(H) THE CHARTERERS SHALL INDEMNIFY THE OWNERS FOR CLAIMS ARISING OUT OF THE VESSEL PROCEEDING IN ACCORDANCE WITH ANY OF THE PROVISIONS OF SUB-CLAUSES (B) TO (F) WHICH ARE MADE UNDER ANY BILLS OF LADING, WAYBILLS OR OTHER DOCUMENTS EVIDENCING CONTRACTS OF CARRIAGE.

(J) IF VESSEL IS DELAYED DUE TO ILL/SICK/INFECTED CREW MEMBER AT THE CHARTERERS NOMINATED PORTS THEN ALL TIME WAITING NOT TO COUNT AS LAYTIME AND/OR TIME ON DEMURRAGE AND ALL ASSOCIATED EXPENSES TO BE FOR OWNERS ACCOUNT.

- LEBANON + TURKEY CLSE- N/A
ANY FINE IMPOSED BY LEBANESE OR TURKISH CUSTOMS TO VESSEL WITH RESPECT TO DIFFERENCES OCCURRED OUTSIDE THE SHIP'S MANIFOLDS DEFINED BY THE CUSTOMS AUTHORITIES AS THE DIFFERENCE BETWEEN B/L QUANTITIES AND SHORE OUTTURN QUANTITY IN LEBANON OR TURKEY TO BE FOR CHARTERERS ACCOUNT AND TO BE DIRECTLY SETTLED BY THEM

- IF STS KAVKAZ THEN NOVO FLAT TO APPLY MINUS USD 40.000 N/A

- IF STS THEN ALL PORT COSTS AND COSTS ASSOCIATED WITH COMPLETING AN STS OPERATION, UNLESS OTHERWISE COVERED BY WORLDSCALE, TO BE FOR CHARTERERS ACCOUNT AND SETTLED DIRECTLY BY CHARTERERS.

- STAND-BY TUGS IN GREECE FOR CHARTERERS ACCOUNT UNLESS COVERED IN WS- N/A

- DEMURRAGE AND OTHER CP CLAIMS TO BE SENT TO CLAIMS@BLACKHILLSFZCO.COM

- OPEN HATCH SAMPLING CLAUSE FOR FUEL OIL ONLY: - N/A
OWNERS DO ALLOW CHARTERERS TO TAKE SAMPLES AT LOAD/DISCHARGE PORT BY OPEN HATCH METHOD PROVIDED HS2 CONTENTS LEVEL PERMITS.
DURING OPERATION VESSEL MAY FOLLOW **BP OPEN SAMPLING & ADDITIVISATION PROCEDURE** AND/OR COMPANIES PROCEDURE APPLICABLE FOR OPEN SAMPLING METHOD.
OPERATIONS WILL BE PERFORMED NOT CONCURRENTLY WITH LOAD/DISCHARGE OPS., I.E. AT ANCHORAGE BEFORE LOAD/DISCHARGE OPS BEGIN AND MASTER WILL CARRY OUT RISK ASSESSMENT AND COMPLY WITH ISGOTT GUIDELINE.
PROVIDED ALWAYS THAT LOCAL REGULATIONS PERMIT.

- **HIGH HEAT CLAUSE:**

IF THE CARGO EXCEEDS 80-DEG C MASTER HAS OVERRIDING AUTHORITY TO SLOW DOWN OR STOP THE LOADING OPERATION AS NECESSARY TO PROTECT VESSEL'S INTEREST
1- CARGO TEMPERATURE SHOULD NEVER REACH MORE THAN THE 80- DEG C AT SHIP'S MANIFOLDS.
2- LOADING WILL BE PERFORMED WITH SLOWER RATE THAN THE USUAL IF THE CARGO TEMPERATURE IS ABOVE 80- DEG C IN ORDER THE CARGO TEMPERATURE TO DECREASED. ENROUTE FROM SHORE TANKS TO THE SHIP'S MANIFOLDS REACHING THE MANIFOLDS AT MAX 80- DEG C.
3- THE CREW WILL MONITOR CONSTANTLY THE TEMPERATURE AT SHIP'S MANIFOLDS AND WHEN INCREASING TO TOUCH THE 80- DEG C THE MASTER WILL REQUEST SLOWER RATE AS WELL AS WILL HAVE THE RIGHT TO SUSPEND THE LOADING UNTIL THE TEMPERATURE DROPPED.
4- ALL DELAYS WILL BE FOR CHRTRS ACCOUNT AND MASTER WILL ISSUE LOP FOR THE HIGH TEMPERATURE, SLOW RATE, DELAYS ETC.
NOTHING IN THE CP TO RESTRICT CHANGE OF HEADS OWNERS/REGISTERED OWNERS PROVIDED THAT SUCH HEAD OWNERS/REGISTERED OWNER SHALL NOT BE AN IRANIAN NATIONAL OR OTHER PERSON THAT IS SUBJECT TO US SANCTIONS, HOWEVER COMMERCIAL/TECHNICAL OPERATORS AND DISPONENT OWNERS TO REMAIN THE SAME.—N/A FOR THIS VOYAGE

BL SWITCHING CLAUSE:

NEW SET OF BILLS OF LADING WILL BE ISSUED. CHARTERERS WILL SUBMIT OLD SET TO OWNERS OR THEIR REPRESENTATIVES. OWNERS WILL CANCEL OLD SET OF BL AND SIGN THE NEW ONE. CHARTERERS WILL PROVIDE RELEVANT LOI.

EXXONMOBIL VOY 2005 DTD 1ST SEP '05 AS FOLL:

PART I

(A) COW 8 HRS
(E) - DELETE PARAGRAPH

(G) INSERT *50 PCT OF BASE FREIGHT RATE* (H)
LAYTIME 72 HRS SHINC AS PER MAIN TERMS
(L) INSERT *BLACKHILLS TRADE CHARTERING TERMS CLAUSES 1-57 AS PER BELOW SHALL BE
DEEMED
INCORPORATED IN THE CHARTER PARTY*

PART II

CLAUSE 1 (G) DELETE *TELEX, FACSIMILE*

CLAUSE 2
(C) LINE 32 - AFTER *DISCHARGE* INSERT *ALWAYS SUBJECT TO VESSEL'S PHYSICAL DIMENSIONS*
(D) LINE 35 - AFTER *ANY* INSERT *DIRECT*

CLAUSE 3
LINE 40 - DELETE *CHARTS REP* INSERT *INDEPENDENT SURVEYOR ACCEPTABLE BY BOTH PARTIES*
LINE 41 - AFTER *NECESSARY* INSERT *CHARTERERS TO ADVISE SAME TO OWNERS IN AMPLE TIME
PRIOR ARRIVAL LOADPORT IN ORDER TO COMPLY WITH SAME.*
AFTER *GAS FREEING* INSERT *DUE TO FAILURE OF VESSEL'S CLEANING MEETING THE
CHARTERER'S REPRESENTATIVE APPROVAL*

CLAUSE 4 LINE 51 DELETE *WITH UTMOST DISPATCH* INSERT *PER THE AGREED C/P SPEED*.
VESSEL INTEND TO PERFORM THE VOYAGE AT ABOUT 12.00 KNOTS WSNP.
LINE 66 AFTER *ANY* INSERT *DIRECT*
LINE 69 AFTER *LOST AND* INSERT *DIRECT*

CLAUSE 7 LINE 98 - AFTER *CABLE* ADD *OR E-MAIL*

CLAUSE 8.
LINE 100 AND 102 - DELETE FROM *OR THE RATE..... FREIGHT RATE
LINE 103 - DELETE FROM *OR AT THE..... IS APPLICABLE*
(NOTE IN LINE 103 DELETE *EITHER*)

CLAUSE 9
(A) LINE 109 - AT THE END INSERT *IF ANY DELAY INCURRED TO VESSEL, TIME TO BE PAID AS
DEVIATION AT DEMURRAGE RATE* -DELETE
(B) LINE 118 - DELETE *DEVIATION RATE* INSERT *DEMURRAGE RATE*

CLAUSE 10 INSERT IN HEADING *WHERE APPLICABLE*
LINE 126 AFTER *LAYDAYS SPECIFIED IN PART [B] INSERT *PROVIDED DURATION OF VOYAGE
PERMITS*

CLAUSE 11 DELETE *AT EACH LOAD PORT OR PLACE, THE VESSEL SHALL BE FULLY BUNKERED FOR
THE INTENDED VOYAGE AND THE NOTICE OF READINESS SHALL, WITHOUT LIMITATION, CONFIRM
SUCH BUNKERING* AND INSERT *VESSEL SHALL HAVE SUFFICIENT BUNKERS TO PERFORM INTENDED
VOYAGE IF SITUATION ALLOWS IT*.
OWNERS SHALL MAKE THEIR BEST ENDEAVOR TO DO SO.
IN CASE OF NEED FOR BUNKERING DURING LADEN PASSAGE OWNERS TO GET CHARTERERS' CONSENT
PRIOR ARRANGING SUCH AN OPERATION EXCEPT IN CASE OF EMERGENCY AND STATUS OF FORCE
MAJEURE.

CLAUSE 12 DELETE AND INSERT AS FOLLOWS:
IF IT APPEARS TO OWNERS THAT THE VESSEL WILL BE DELAYED BEYOND THE CANCELLING DATE,
OWNERS SHOULD IMMEDIATELY NOTIFY CHARTERERS OF THE DATE ON WHICH THEY EXPECT THE
VESSEL TO BE READY TO LOAD WHEREUPON CHARTERERS HAVE THE OPTION TO CANCEL THIS CHARTER
AND SUCH OPTION TO BE DECLARED WITHIN 48 HOURS SSHEX OF THE RECEIPT OF SAID
NOTIFICATION FM OWNERS.
IN THE EVENT THE OWNERS HAVE GIVEN SUCH NOTIFICATION IN TIME AND CHARTERERS HAVE NOT
EXERCISED THEIR OPTION TO CANCEL WITHIN THE STATED PERIOD, THE SECOND DAY AFTER
READINESS STATED IN OWNER'S NOTIFICATION, OR SUCH OTHER DATE AS MAY BE MUTUALLY
AGREED, SHALL BE
THE NEW CANCELLING DATE.

CLAUSE 13
LINE 164 - DELETE *RECEIPT BY* INSERT *TENDERED TO*
LINE 168 - ADD *50 PCT* BEFORE *TIME*

LINE 168 - DELETE "0600" INSERT "0001"
LINE 173+174 - DELETE "TWO(2) HOURS" INSERT "THREE(3) HOURS"

CLAUSE 14

LINE 188 TO 190 - DELETE "IF, DURING A PERIOD OF DELAY.....CONDITIONS HAD NOT SO CO-EXISTED"
LINE 192 - DELETE "ICE"
LINE 199 - DELETE "OR TUGBOATS OR PILOTS"
LINE 201 - DELETE "AWAITING DAYLIGHT, TIDE, TUGS, OR PILOT"
LINE 202 - AFTER "ARRIVAL IN" INSERT "FIRST"
LINE 202 - INSERT "FIRST" BEFORE "BERTH"
LINE 206 - DELETE "OR PORT AUTHORITIES"
LINE 209 - DELETE "LINING UP"

CLAUSE 15 - DELETE (SEE BLACKHILLS TRADE TERMS)

CLAUSE 16. (D) LINE 290- AFTER "DEFICIENCIES" INSERT "TIME TO RESTART AT THE EARLIEST OF REBERTHING OR 12 HOURS AFTER CORRECTION OF DEFICIENCIES.
IN THIS EVENT TIME SHIFTING FROM ANCHORAGE TO BERTH SHALL BE FOR OWNERS ACCOUNT"

CLAUSE 17. (C) LINE 309 - AFTER "LIQUID" INSERT "PUMPABLE AND REACHABLE BY VESSEL'S FIXED PUMPS.
SHOULD OWNERS ASSERT THAT ROB IS NEITHER LIQUID NOR PUMPABLE, OWNER TO PROVIDE SATISFACTORY DOCUMENTARY EVIDENCE FOR SAME.
LINE 310 - AFTER "SEDIMENT" INSERT "UNLESS OTHERWISE AGREED"
(D) LINE 316 - DELETE "SOLELY"

CLAUSE 18

LINE 343 - DELETE "A MINIMUM" AND INSERT "AN AVERAGE"
LINE 343 - DELETE "RAIL" INSERT "MANIFOLD"
LINE 343 - AFTER "100 PSI" INSERT "EXCLUDING STRIPPING AND COW"
LINE 344 - AFTER "SHORE FACILITIES PERMIT" INSERT "IN ADDITION, THERE IS A THREE HOUR PER GRADE ALLOWANCE FOR STRIPPING, INCLUSIVE OF STOPS FOR INTERNAL STRIPPING"
LINE 360 - AFTER "LIQUID" INSERT "PUMPABLE. SHOULD OWNERS ASSERT THAT ROB IS NEITHER LIQUID NOR PUMPABLE, OWNER TO PROVIDE SATISFACTORY DOCUMENTARY EVIDENCE FOR SAME"

LINE 361 - DELETE "DEDUCT FROM FREIGHT" AND INSERT "CLAIM"
LINE 362 - AFTER "THERETO" INSERT "AS SECURITY FOR CARGO CLAIMS"
LINE 364 - INSERT "SHOULD OWNERS ASSERT THAT ROB CARGO IS NOT REACHABLE OR PUMPABLE, OWNER SHALL PROVIDE SATISFACTORY DOCUMENTARY EVIDENCE TO DEMONSTRATE SAME"

CLAUSE 19 DELETE

CLAUSE 20

LINE 379 DELETE "NOTWITHSTANDING THE PROVISIONS OF CLAUSE 20(A),"
LINE 379 INSERT AT END "UNLESS OTHERWISE SPECIFIED IN WORLDSCALE"

CLAUSE 21 DELETE

CLAUSE 22 DELETE

CLAUSE 24

(A) ADD AT THE END "HOWEVER MASTER ALWAYS HOLDS THE ULTIMATE DECISIONS"
(B) LINE 407-412 DELETE FROM "AND NON-CARGO..." TO END

CLAUSE 26 DELETE

CLAUSE 27

AMEND LOI WORDING TO BE AS PER OWNER'S P AND I CLUB WORDING.
LINE 454 DELETE "NEW YORK" INSERT "LONDON"
LINE 461 DELETE "NEW YORK" INSERT "LONDON"
LINE 496 DELETE "AND SHALL BE LIMITED IN VALUE TO 200 PER CENT OF THE CIF VALUE OF THE CARGO"

LINE 498-552 - DELETE INSERT OWNERS P&I CLUB WORDING

CLAUSE 28

LINE 555 - DELETE "HOWEVER"

LINE 561 - DELETE "COMMERCIALLY OR UNDER A GOVERNMENT PROGRAM "INSERT INSTEAD" FROM OWNERS WAR RISK INSURANCE"

LINE 565 - DELETE "COMMERCIALLY OR UNDER A GOVERNMENT PROGRAM "INSERT INSTEAD "FROM OWNERS WAR RISK INSURANCE"

LINE 569-571 DELETE FULL - SEE OTHER TERMS

CLAUSE 31 LINE 589 AFTER "PLACES" INSERT "PROVIDED COMPETITIVE"

CLAUSE 35 DELETE (SEE ADDITIONAL BLACKHILLS CLS 26. ARBITRATION)

CLAUSE 36 DELETE (SEE ADDITIONAL BLACKHILLS CLS 2. CLAIMS)

BLACKHILLS TRADE TERMS :

CLAUSE 1 DELETE FROM "IN THE EVENT ANY SUCH CHANGE" TO END OF CLAUSE

CLAUSE 2 PART A LINE 20 AFTER "ANY" INSERT "DEMURRAGE"

LINES 23 DELETE "60" INSERT "90"

LINES 23 AND 24 DELETE WORDS IN BRACKETS ADD AT THE END "AND 120 DAYS FOR OTHER CLAIMS PROVIDED SUPPORTING DOCUMENTS ARE AVAILABLE (EXCLUDING B/L CLAIMS)"

PART B LINE 26 INSERT "COPY OF" BEFORE "SUPPORTING"

CLAUSE 3 - DELETE

CLAUSE 4

LINE 47 - 48 DELETE "COUNT AS LAYTIME OR DEMURRAGE, IF VESSEL ON DEMURRAGE" AND INSERT "BE PAID AT DEMURRAGE RATE ALONG WITH FREIGHT" INSERT AT END "ANY EXTRA EXPENSES AND BUNKERS CONSUMED TO BE PAID TOGETHER WITH FREIGHT AS PER OWNERS PRELIMINARY INVOICE AND RELEVANT DOCUMENTS TO BE SUBMITTED IN DUE COURSE."

CLAUSE 5 LINE 52 DELETE "INDIRECT, PROVEN", AND LINE 53 DELETE "DOCUMENTED" AND "OR LOSS"

LINE 65 INSERT AT END "ANY TIME LOST TO COUNT IN FULL AS USED LAYTIME OR DEMURRAGE, IF VESSEL ON DEMURRAGE. ANY EXPENSES AND BUNKERS CONSUMED TO BE PAID TOGETHER WITH FREIGHT AS PER OWNERS PRELIMINARY INVOICE AND RELEVANT DOCUMENTS TO BE SUBMITTED IN DUE COURSE."

CLAUSE 6 DELETE "HEATING CLAUSE" FOR THIS VOYAGE.

CLAUSE 7 DELETE

CLAUSE 8 DELETE

CLAUSE 11 DELETE

CLAUSE 12 DELETE ---- REINSTATE

CLAUSE 13 DELETE AND REPLACE WITH: - N/A

ANY DELAY IN PASSING TURKISH STRAITS EN ROUTE TO THE FIRST LOAD PORT TO BE ADDED TO THE LAYCAN PROVIDED VESSEL WOULD HAVE BEEN ABLE TO MAKE THE LAYCAN HAD SHE NOT ENCOUNTERED DELAYS EXCEEDING 24HRS (IF TRANSITING THROUGH CANAKKALE AND ISTANBUL STRAIT) OR 12 HOURS (IF TRANSITING EITHER CANAKKALE OR ISTANBUL STRAIT) ON THE INBOUND VOYAGE.

ANY DELAY IN TANKER PASSAGE AS A CONSEQUENCE OF OBSERVING TRAFFIC REGULATIONS THROUGH THE TURKISH STRAITS BOTH NORTHBOUND AND SOUTHBOUND IN EXCESS OF 48 HOURS (IE, 12 HRS FOR EACH NORTHBOUND AND SOUTHBOUND PASSAGE LADEN AND BALLAST OF CANAKKALE AND ISTANBUL STRAITS) TO BE PAID AT DEMURRAGE RATE ALONG WITH FREIGHT.

COST OF BUNKERS CONSUMED DURING SUCH TIME TOGETHER WITH ANY EXTRAORDINARY EXPENSES IN CONNECTION WITH COMPLYING WITH CHARTERERS VOYAGE ORDERS AS REGARDS THE TURKISH STRAITS

TO BE FOR CHARTERERS ACCOUNT AND TO BE PAID TOGETHER WITH FREIGHT (IE ADDITIONAL TUGS, PILOTS, ETC...) WITH SUPPORTING DOCUMENTS TO FOLLOW. COMMENT: TIME TO COUNT AS PER USUAL PRACTICE - I.E. FROM DROP ANCHOR / COMMENCED DRIFTING TILL ANCHOR UP / RESUMED VOYAGE. IF VESSEL TRANSIT LESS THAN 4 TIMES THROUGH ISTANBUL STRAITS AND/OR CANAKKALE IN HER BALLAST AND LADEN PASSAGE, THEN ABOVE 48HRS ALLOWANCE IS TO BE REDUCED BY 12 HOURS FOR EACH TRANSIT NOT PERFORMED (IE, ALLOWANCE OF TIME WILL BE 24 HOURS IF VESSEL BALLAST FORM SOM TO LOAD BLACK SEA AND DISCHARGE SOM)

CLAUSE 17 DELETE

CLAUSE 18 DELETE

CLAUSE 19 DELETE - STORAGE OPTION TO BE DISCUSSED ON A CASE BY CASE - N/A

CLAUSE 20 DELETE - OWNERS ICE CLAUSE TO APPLY WHEN APPLICABLE ON VOYAGE. VESSEL NOT TO FORCE ICE BUT TO FOLLOW ICE BREAKERS WHEN ENTERING TO AND SAILING FROM LOADPORT/DISPORT AND THE APPROACHES OF THE LOADING/DISPORT PORT. ANY DELAY IN ENTERING TO AND IN SAILING FROM LOADPORT/DISPORT AND THE APPROACHES OF THE LOADING/DISCHARGE PORT AND ANY EXTRA STEAMING TIME/DELAY ON ACCOUNT OF ICE CONDITION OVER AND ABOVE THE NORMAL STEAMING TIME AND ANY WAITING TIME FOR ICE BREAKER FOR APPROACHING, ENTERING TO AND FOR SAILING FROM LOADPORT/DISPORT AND ITS APPROACHES TO BE PAID AT DEMURRAGE RATE PLUS EXTRA BUNKERS CONSUMED TOGETHER WITH FREIGHT. THE INCOMING DELAY AS SPECIFIED ABOVE SHALL BE PAYABLE IRRESPECTIVE OF VESSEL ARRIVING AT LOADPORT/DISPORT BEFORE LAYDAYS. CANCELLING DATE TO BE EXTENDED ACCORDINGLY IN CASE VESSEL ENCOUNTERS ANY DELAYS DUE TO ICE CONDITIONS. VESSEL TO BE PROVIDED WITH ICE-BREAKER ASSISTANCE AT ALL TIMES FROM THE MOMENT SHE ARRIVES AT THE ICE EDGE UNTIL SHE IS SAFELY MOORED AT BERTH REGARDLESS HOW FAR THE ICE EDGE POSITION IS FROM TERMINAL LIMITS AND AT ALL TIMES FROM THE MOMENT VESSEL HAS LEFT BERTH TILL SHE HAS PASSED THE ICE EDGE. ANY EXTRA COST CHARGED BY THE TUGS FOR EXTENDING THEIR SUPPORT OUTSIDE THE PORT LIMITS TO BE FOR CHARTERERS ACCOUNT AND TO BE SETTLED DIRECTLY BY THEM. STAND BY TUGS AND/OR ICE BREAKER EXPENSES TO BE FOR CHARTERERS' ACCOUNT, UNLESS COVERED BY WS EXTRA INSURANCE FOR BREAKING IWL TO BE FOR CHARTERERS' ACCOUNT.

CLAUSE 21 -
LINE 342 AFTER *HOSES* INSERT *AS PER OCIMF/MARPOL STANDARDS/ REGULATIONS*

CLAUSE 22-
LINE 369 AFTER *COSTS* INSERT *INCLUDING AGENCY FEES*

CLAUSE 23 DELETE AND INSERT
LATEST BIMCO ISPS CLAUSE FOR VOYAGE CHARTER PARTIES TO APPLY

CLAUSE 28
DELETE AND INSERT *CHARTERERS SHALL INVOKE LOI BASIS P AND I CLUB WORDING*. REINSTATE 'DISCHARGING PORT(S) OR RANGE(S), SHOWN IN BILL(S) OF LADING NOT TO CONSTITUTE A DECLARATION OF DISCHARGE PORT(S) OR RANGE(S) AND CHARTERERS TO HAVE THE RIGHT TO ORDER THE VESSEL TO ANY PORT OR PLACE WITHIN THE TERMS OF THIS CHARTER. IF AND WHEN SPECIFICALLY INSTRUCTED TO DO SO BY CHARTERERS, OWNERS AGREE TO RELEASE THE CARGO ONBOARD IN THE FOLLOWING CASES:
A-. IF NO ORIGINAL BILL OF LADING IS AVAILABLE AT DISCHARGE PORT(S) OR:
B-. IF VESSEL IS ORDERED TO DISCHARGE IN A PORT OR PLACE OTHER THAN THE DESTINATION SHOWN IN THE BILL OF LADING. IN CONSIDERATION OF OWNERS COMPLYING WITH CHARTERERS' SPECIFIC INSTRUCTIONS AS ABOVE, CHARTERERS SHALL, UPON GIVING FORMAL NOTIFICATION TO OWNERS, INVOKE
AND DELETE ALL WORDINGS FROM 'THE FOLLOWING INDEMNITY:' AND INSERT 'LOI BASIS OWNERS' P AND I CLUB WORDING.'

CLAUSE 29
DELETE AND INSERT *LATEST BIMCO AMS CLAUSE* (WHEN APPLICABLE)

CLAUSE 30 DELETE

CLAUSE 31
LINE 607-608 DELETE

LINE 611 DELETE "INCLUDING" INSERT "EXCLUDING"
LINE 611 INSERT "AVERAGE" BETWEEN "MAINTAINING" AND "100"
LINE 613 DELETE "TWO" INSERT "THREE"
LINE 615 INSERT "IF AVAILABLE" AFTER "RECEIVERS"
LINE 619 TO 624 DELETE

CLAUSE 32
LINE 629 DELETE "DEDUCT FROM FREIGHT" INSERT "CLAIM FROM OWNERS"

CLAUSE 33 - DELETE
INSERT "OWNER WILL BE RESPONSIBLE FOR THE FULL AMOUNT OF ANY IN-TRANSIT LOSS
IF IN-TRANSIT LOSS EXCEEDS 0.5% AS DETERMINED BY AN INDEPENDENT SURVEYOR
MUTUALLY ACCEPTABLE AND PAID 50/50 BETWEEN OWNERS AND CHARTERERS.
CHARTERER SHALL HAVE THE RIGHT TO CLAIM FROM THE OWNERS AN AMOUNT
EQUAL TO THE FOB PORT OF LOADING VALUE OF SUCH LOSS OF CARGO PLUS
FREIGHT DUE WITH RESPECT THERETO.
IN-TRANSIT LOSS IS DEFINED AS THE DIFFERENCE BETWEEN TOTAL CALCULATED VOLUME OF THE
VESSEL'S FIGURES AFTER LOADING AND THE VESSEL'S FIGURES BEFORE DISCHARGING."

CLAUSE 34 - ADD AT THE END "SAME TO BE INSTRUCTED IN THE VOYAGE ORDER"

CLAUSE 35 -
LINE 669 INSERT "DIRECT AND PROVEN" BEFORE "LOST"
LINE 671 AND 672 INSERT "DIRECT AND PROVEN" BEFORE "ADDITIONAL"

CLAUSE 40 - DELETE

CLAUSE 41 - DELETE

CLAUSE 42 - DELETE
INSERT "IN THE EVENT OF ARREST OR OTHER SANCTION LEVIED AGAINST THE VESSEL
OR CHARTERER ARISING OUT OF OWNER'S BREACH OR ANY FAULT OF OWNER, OWNER SHALL
INDEMNIFY CHARTERER FOR ANY DIRECT AND PROVEN DAMAGES, PENALTIES, COSTS AND
CONSEQUENCES AND ANY TIME VESSEL IS UNDER ARREST SHALL NOT COUNT AS USED
LAYTIME OR TIME ON DEMURRAGE."

CLAUSE 43
LINE 747 DELETE "OWNERS WARRANT THAT", INSERT "TO THE BEST OF OWNERS KNOWLEDGE,"
LINE 754-757 DELETE "OWNERS SHALL BE, , , , (TO THE END)"

CLAUSE 47 - DELETE

CLAUSE 48 - DELETE

CLAUSE 49 - DELETE

CLAUSE 52 - DELETE

CLAUSE 53 - DELETE

CLAUSE 54 - DELETE

CLAUSE 55 - DELETE

CLAUSE 56 - DELETE

CLAUSE 57 - LINE 920 ADD AFTER NOMINATED CARGO AS PER THE LATEST SHELL
TANK CLEANING GUIDE.
LINE 923 DELETE --- AFTER 24 HRS ADD TIME AS AGREED BETWEEN THE VESSEL & SURVEYOR
LINE 926 DELETE DIRECT AND CONSEQUENTIAL ADD MUTUALLY AGREED.

OTHER CLS & TERMS

-GULF OF ADEN TRANSIT - N/A

CHARTERERS UNDERSTAND AND ACCEPT THAT THE VESSEL MAY FOR SAFETY REASONS BE INSTRUCTED BY OWNERS (IN THEIR SOLE AND REASONABLE DISCRETION), AUTHORITIES OR OTHER INVOLVED PARTIES TO BE ESCORTED BY NAVAL VESSEL(S) AND / OR RESTRICTED TO DAYLIGHT OR NIGHT-TIME NAVIGATION AND/OR EMPLOY PRIVATE GUARDS AND / OR FOLLOW A FIXED ROUTE BETWEEN WAYPOINTS IN TRANSITING THE GULF OF ADEN. SHOULD THE CURRENT CONDITIONS AND RESTRICTIONS IN THE GULF OF ADEN BE EXPANDED TO ADJOINING WATERS THEN THIS CLAUSE SHALL APPLY TO THOSE WATERS ACCORDINGLY. NOTHING IN THIS CLAUSE SHALL CHANGE OR INTERFERE WITH THE PARTIES' RIGHTS AND OBLIGATIONS PERTAINING TO ENTERING A WAR RISK AREA OTHERWISE STIPULATED IN THIS CHARTER.

-SUPERINTENDENT IN KOREA/JAPAN - N/A
-IF THE VESSEL IS REQUIRED TO CALL AT JAPANESE PORT(S) AND IF SO REQUESTED BY CHARTERERS, OWNERS ARE TO SEND, AT THEIR COST, A JAPANESE SPEAKING SUPERINTENDENT TO ASSIST AND CO-ORDINATE THE SAFE OPERATION FOR THE VESSEL TO DISCHARGE AT SUCH NOMINATED PORT(S).

-IF REQUIRED AT KOREAN PORT(S), OWNERS TO APPOINT A KOREAN MARINE SAFETY SUPERINTENDENT AT OWNERS COST. - N/A

-IN THE EVENT REMEASUREMENT IS REQUIRED AT DISCHARGE PORT, SAME TO BE FOR CHARTERER'S ACCOUNT. REMEASUREMENT CAN ONLY BE DONE IF VESSEL ALREADY HAS EXISTING MULTIPLE LOAD LINE CERTIFICATE IN PLACE FOR SAME. ALSO CHARTERER TO PAY FOR MEASURING BACK TO THE ORIGINAL LOAD LINE.

-IF VESSEL TENDER N.O.R. AT KOREAN PORT(S) TO LOAD AND/OR DISCHARGE BETWEEN 1800 HOURS LT TO 2400 HOURS LT, LAYTIME TO COUNT NEXT DAY 0600 HOURS LT. - N/A

-WORLD SCALE TERMS AND CONDITIONS NOT TO APPLY IF LUMPSUM

-VESSEL TO BE EQUIPPED WITH SEGREGATED BALLAST TANKS AND SHALL NOT HAVE ANY DIRTY BALLAST ONBOARD UPON ARRIVAL TO LOAD PORT.

-MAX 3 HRS TTL OWNERS ACT FOR AWAITING CARGO DOCS.

-ENGLISH LAW TO APPLY

-THE LR2 POOL ELECTRONIC CLAIMS CLAUSE
ANY CLAIM UNDER THE PRESENT C/P AND SUPPORTING DOCUMENTATION IN THIS CONNECTION WILL EXCLUSIVELY BE SENT BY E-MAIL WITH ATTACHMENTS, WHICH WILL CONSTITUTE PROPER DELIVERY OF THE CLAIM, UNLESS CHARTERERS SPECIFICALLY MAKE WRITTEN REQUEST THAT THE CLAIM BE SENT IN HARD COPY BY COURIER. OWNERS ALWAYS TO HAVE RESPONSIBILITY OF DELIVERY.

-VOYAGE ORDERS
ALL VOYAGE ORDERS AND CHANGES TO SAME TO BE SENT ON EMAIL NOT FAX. CHARTERERS ARE NOT ALLOWED TO COMMUNICATE DIRECTLY WITH MASTER.

-LOI CLAUSE TO BE REVISED

-STRIKE CLAUSE
ALL TIME LOST IN FRANCE BERTHING AND OR DISCHARGING DUE TO STRIKES AND OR LOCKOUTS, BE THEY OFFICIAL OR UNOFFICIAL, TO COUNT AS FULL LAYTIME OR DEM IF ON DEM.

-SPEED UP CLAUSE
CHARTERERS HAVE THE OPTION TO INSTRUCT OWNERS TO INCREASE THE VESSEL'S SPEED IN EXCESS OF THE AGREED CP SPEED.
CHARTERERS ARE TO PAY FOR ALL EXTRA BUNKERS CONSUMED FROM THE TIME OF INSTRUCTING THE OWNERS TO THE TIME OF ARRIVAL LOAD PORT OR DISCHARGE PORT COMPARED TO MASTERS ESTIMATED CONSUMPTION AT CP SPEED FOR THE SAME PERIOD.
PRICE OF EXTRA BUNKER CONSUMED TO BE PAID AS PER OWNERS ACTUAL ACQUISITION COST AND TO

BE DULY DOCUMENTED BY OWNERS.
INSERT 'BASIS FIFO PRINCIPLE'.

-ECA CLAUSE - N/A
BALTIK AND NORTH SEA ECA / NORTH AMERICAN CARIBBEAN ECA WORLDSCALE DIFFERENTIAL D-1
N.1/N.2 TO APPLY TO LADEN MILEAGE STEAMED ONLY, OWNERS TO PROVIDE COPY OF MASTERS LOG
TO CONFIRM ACTUAL DISTANCE STEAMED WITHIN SECA.

- EU DIRECTIVE CLAUSE
OWNERS CONFIRM COMPLIANCE WITH BELOW NEW EU DIRECTIVE EU DIRECTIVE 2005/33/EC REQUIRES
THAT ALL VESSELS CALLING AT ANY PORT WITHIN THE EUROPEAN UNION, SPECIFICALLY INLAND
WATERWAY
VESSELS AND SHIPS "AT BERTH" OR "AT ANCHOR" IN EU COMMUNITY PORTS, WILL COMPLY WITH
MARINE FUEL SULPHUR CONTENT REGULATIONS WHICH REQUIRES THAT SHIPS AT BERTH OR AT
ANCHOR IN AN EU PORT USE MARINE FUELS THAT DO NOT EXCEED A SULPHUR CONTENT OF 0.1% BY
MASS.

-ELIGIBLE CLAUSE - N/A
VESSEL'S OWNERS/OPERATORS ADVISE THAT THEIR VESSELS ARE ACCEPTABLE FOR TRADING INTO
TURKISH
PORTS PRIOR TO COMMITMENT OF SUCH VESSEL FOR FIXTURES TO SAID TURKISH PORTS.
ANY DIRECT COSTS ASSOCIATED WITH A VESSEL REJECTED BY SAID TURKISH PORT EXCEPT DUE TO
VESSEL'S PHYSICAL DIMENSIONS WILL BE FOR OWNERS ACCOUNT.

- EU ADVANCE CARGO DECLARATION CLAUSE FOR VOYAGE CHARTER PARTIES
(A) IF THE VESSEL LOADS CARGO IN ANY EU PORT OR PLACE DESTINED FOR A PORT
OR PLACE OUTSIDE THE EU OR LOADS CARGO OUTSIDE THE EU DESTINED FOR AN EU
PORT OR PLACE, THE OWNERS SHALL COMPLY WITH THE CURRENT EU ADVANCE CARGO
DECLARATION REGULATIONS (THE SECURITY AMENDMENT TO THE COMMUNITY CUSTOM
CODE, REGULATIONS 648/2005; 1875/2006; AND 312/2009) OR ANY SUBSEQUENT
AMENDMENTS THERETO AND SHALL UNDERTAKE THE ROLE OF CARRIER FOR THE
PURPOSES OF SUCH REGULATIONS AND IN THEIR OWN NAME, TIME AND EXPENSE SHALL:
(I) HAVE IN PLACE AN EORI NUMBER (ECONOMIC OPERATOR REGISTRATION AND IDENTIFICATION);
(II) SUBMIT AN ENS (ENTRY SUMMARY DECLARATION) CARGO DECLARATION ELECTRONICALLY TO THE
EU MEMBER STATES CUSTOMS (FIRST PORT OF CALL).
(B) THE CHARTERERS SHALL PROVIDE ALL NECESSARY INFORMATION TO THE OWNERS
AND/OR THEIR AGENTS TO ENABLE THE OWNERS TO SUBMIT A TIMELY AND ACCURATE
CARGO DECLARATION.
THE CHARTERERS SHALL 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 THIS SUB-CLAUSE. SHOULD SUCH FAILURE RESULT
IN ANY DELAY THEN, NOTWITHSTANDING ANY PROVISION IN THIS CHARTER PARTY TO
THE CONTRARY, ALL TIME USED OR LOST SHALL COUNT AS LAYTIME OR, IF THE
VESSEL IS ALREADY ON DEMURRAGE, TIME ON DEMURRAGE.
(C) THE OWNERS SHALL ASSUME LIABILITY FOR AND SHALL INDEMNIFY, DEFEND AND
HOLD HARMLESS THE CHARTERERS AGAINST ANY LOSS AND/OR DAMAGE WHATSOEVER
(INCLUDING CONSEQUENTIAL LOSS AND/OR DAMAGE) AND ANY EXPENSES, FINES,
PENALTIES AND ALL OTHER CLAIMS OF WHATSOEVER NATURE, INCLUDING BUT NOT
LIMITED TO LEGAL COSTS, ARISING FROM THE OWNERS 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, ALL TIME USED OR LOST
SHALL NOT COUNT AS LAYTIME OR, IF THE VESSEL IS ALREADY ON DEMURRAGE,
TIME ON DEMURRAGE.
(D) THE ASSUMPTION OF THE ROLE OF CARRIER BY THE OWNERS PURSUANT TO THIS
CLAUSE AND FOR THE PURPOSE OF THE EU ADVANCE CARGO DECLARATION
REGULATIONS SHALL BE WITHOUT PREJUDICE TO THE IDENTITY OF CARRIER UNDER
ANY BILL OF LADING, OTHER CONTRACT, LAW OR REGULATION.

-RIVER PORT CLAUSE - - N/A
IF LOAD OR DISCHARGE AT RIVER PORTS, MAX D/A USD 50,000,- FOR OWNERS ACCOUNT AND REST
TO BE SETTLED DIRECTLY BY CHARTERERS.
NOR TO BE TENDERED AT RIVER ENTRANCE AND IRRESPECTIVELY WHAT IS STATED IN THE CP

ELSEWHERE LAYTIME TO COMMENCE 6 HOURS AFTER OR WHEN ALL FAST WHICHEVER COMES FIRST AND COUNT UNTIL DROPPING LAST OUTBOUND PILOT AT RIVER ENTRANCE ON VESSELS OUTBOUND VOYAGE. TIME TO COUNT IN FULL IRRESPECTIVE OF WHAT HAS BEEN AGREED ELSEWHERE IN THIS C/P. ANY EXPENSES INCURRED FOR TUGS, PILOTAGE, ETC. TO BE FOR CHARTERERS ACCOUNT AND SETTLED DIRECTLY BY THEM.

ALL BUNKERS CONSUMED ABOVE IDLE BUNKERS FROM TENDERING NOR TO DROPPING LAST RIVER PILOT TO BE FOR CHARTERERS ACCOUNT AT ACTUAL COST AND TO BE SETTLED AGAINST MASTERS FULLY SUPPORTED DOCUMENTATION

-WEATHER PORT CLAUSE

IF LOADING OR DISCHARGING IN MEXICO, PORTUGAL, MOROCCO, NORTH SPAIN, FALCONARA, RAVENNA, ALGERIA, LIBYA, VENEZUELA, CANARY ISLAND, FIUMICINO, GAETA, LA NOUVELLE, SETE AND/OR IF LIGHTENING/LIGHTERING/ TRANSHIPMENT TAKES PLACE AT ANY LOCATION AND/OR IF VESSEL LOAD/DISCHARGES VIA SEA LINE AND/OR TERMINALS NOT PROTECTED BY BREAKWATER, ANY WEATHER DELAYS TO COUNT IN FULL AS USED LAYTIME OR DEMURRAGE TIME IF VESSEL IS ON DEMURRAGE AND ANY EXPENSES/TIME FOR UNBERTHING/REBERTHING OR CANCELLATION CHARGES FOR BERTHING DUE TO BAD WEATHER TO BE FOR CHARTERERS ACCOUNT IN ALL OTHER CASES/PORTS. AT ALL OTHER LOAD AND DISCHARGE PORTS DELAYS IN BERTHING FOR LOADING OR DISCHARGING AND ANY DELAYS AFTER BERTHING WHICH ARE DUE TO WEATHER CONDITIONS SHALL COUNT AS ONE HALF LAYTIME OR, IF ON DEMURRAGE, AT ONE HALF DEMURRAGE RATE. ANY EXPENSES/TIME FOR UNBERTHING/REBERTHING DUE TO BAD WEATHER TO BE SPLIT 50/50.

-AGENCY CLAUSE

CHARTS AGENTS BOTH ENDS PROVIDED COMPETITIVE

-LIBYA SAFETY CLAUSE -- N/A

A) CHARTERERS NEED TO WARRANT THAT TRIPOLI BASED NOC, WHICH IS RECOGNIZED INTERNATIONALLY AS

THE ONLY LEGITIMATE SELLER OF LIBYAN OIL, IS THE SHIPPER OF THE CARGO.

B) NOTWITHSTANDING THE ABOVE AND NOTWITHSTANDING THAT THE LIBYAN PORT AS APPLICABLE IN MAIN TERMS IS/ARE THE ONLY NAMED LOAD/DISCHARGE PORT, CHARTERERS SHALL EXERCISE DUE DILIGENCE TO ASCERTAIN THAT THE VESSEL MAY SAFELY PROCEED TO, LIE AT AND SAIL FROM LIBYAN PORT AS APPLICABLE IN MAIN TERMS, LIBYA OR ANY BERTH(S) THERE AT TO WHICH CHARTERERS ORDER THE VESSEL.

C) VESSEL TO TENDER NOR PRIOR ENTERING LIBYAN TERRITORIAL WATERS AT THE COMMENCING OF THE AGREED LAYCAN UNLESS AUTHORIZED DIFFERENTLY BY CHRTRS, AND TIME TO COUNT IN FULL 6 HRS AFTER TENDERING NOR, WITHOUT INTERRUPTIONS UNTIL VESSEL SAILS FROM THE BERTH. IN CASE VESSEL IS DETAINED FURTHER, FOR REASON BEYOND OWNERS CONTROL TIME TO COUNT AS LAYTIME OR TIME ON DEMURRAGE IF BOAT IS ON DEMURRAGE.

VESSEL TO WAIT OFFSHORE AT A SAFE DISTANCE, PREFERABLY OUT OF LIBYAN TERRITORIAL WATERS AND ONLY PROCEED IN TO BERTH ONCE CARGO OPERATIONS ARE CONFIRMED.

IF FOR ANY REASON SANCTIONS ARE IMPOSED ON WHATSOEVER THE CARGO A/O THE RCVRS BY THE UNITED

NATIONS/NATO/THE VESSEL'S FLAG STATE/THE EUROPEAN UNION/THE UNITED STATES AND SUCH SANCTIONS LEAD TO THE VESSEL BEING STOPPED, TIME WILL COUNT IN FULL AT DEMURRAGE RATE AND WILL BE PAID EVERY SEVEN DAYS

D) ACCRUED DEMURRAGE TO BE PAYABLE EVERY SEVEN DAYS

E) ANNUAL WAR RISK PREMIA TO BE FOR OWNERS ACCOUNT ANY EXTRA PREMIUM OR CREW WAR BONUS DUE TO CALLING ADDITIONAL WAR RISK AREAS TO BE FOR CHRS A/C AND TO BE SETTLED BY CHARTERERS PROVIDED CHARTERERS ARE GIVEN NOTICE OF ANY SUCH ADDITIONAL PREMIUM A/O CREW WAR BONUS AS SOON AS PRACTICABLE.

CHARTERERS TO SETTLE ANY SUCH ADDITIONAL PREMIUMS A/O BONUS AGAINST PROVEN DOCUMENTATION.

ANY DISCOUNT OR REBATE REFUNDED BY UNDERWRITERS TO OWNERS, FOR WHATEVER REASON, IN RESPECT OF

ADDITIONAL WAR RISK PREMIUM SHALL BE PASSED ON TO CHARTERERS.

F) CHARTERERS REPRESENT, WARRANT AND GUARANTEE THAT THE CARGO SUPPLIED TO THE VESSEL UNDER THIS CHARTER MAY BE LOADED, CARRIED AND / DISCHARGED WITHOUT INFRINGING ANY APPLICABLE TRADE RESTRICTION, SANCTION OR PROHIBITION IMPOSED BY THE UNITED NATIONS, EUROPEAN UNION A/O UNITED STATES OF AMERICA ("SANCTIONS") AND THAT THE CARGO WILL NOT BE LOADED BY SUPPLIERS A/O WILL NOT BE DELIVERED TO RECEIVERS IN BREACH OF ANY APPLICABLE SANCTIONS.

G) IF AFTER THE DATE OF THIS CHARTER THE SAFETY SITUATION IN LIBYA CHANGES SO THAT IN THE

REASONABLE JUDGMENT OF THE MASTER IT WILL BE DANGEROUS FOR THE VESSEL, THE CREW OR OTHER PERSONS ONBOARD THE VESSEL TO CALL (OR IF ONCE ARRIVED, TO STAY) THERE DUE TO

WAR, ACTS OF WAR, CIVIL WAR, HOSTILITIES OR WAR-LIKE OPERATIONS OR ANY OTHER ADVERSE SECURITY RISK, THE MASTER HAS THE RIGHT TO THEREFORE REFUSE CHARTERERS' ORDERS TO CALL AT THE LIBYAN PORT AS APPLICABLE IN MAIN TERMS (OR SAIL OUT OF THE LIBYAN PORT AS APPLICABLE IN MAIN TERMS, AS APPLICABLE), OWNERS SHALL SEND CHARTERERS A WRITTEN REPORT SPECIFYING REASONS FOR SUCH REFUSAL.

AND CHARTERERS TO PROVIDE ALTERNATE VOYAGE ORDERS FOR LOADING OR FOR COMPLETION OF LOADING IN TERMS OF THE CHARTERPARTY.

ANY DEMURRAGE/COST INCURRED PRIOR SUCH DECISION SHALL BE DEEMED EARNED AND PAYABLE BY CHARTERERS.

BY COASTING ALONG LIBYA COAST SHOULD BE AVOIDED AND THE VESSEL SHOULD KEEP OUT OF LIBYAN TERRITORIAL

WATERS AS MUCH AS POSSIBLE ENTERING AT THE LAST POSSIBLE TIME TO MINIMIZE TRANSIT IN LIBYAN TERRITORIAL WATERS.

VESSELS SHOULD APPROACH THE PORTS IN A NORTH / SOUTH COURSE TO AVOID ANY AMBIGUITY OF DESTINATION.

SUDDEN CHANGES IN GROUPS CONTROLLING KEY INSTALLATIONS AND PORTS - THIS MAY AFFECT OPERATIONS ON THE GROUND OR PUT OWNERS INADVERTENTLY AT RISK OF BREACHING APPLICABLE SANCTIONS, E.G. IF THE PORT SUDDENLY COMES UNDER ANOTHER GROUPS' CONTROL AND THE CARGO FROM THAT PORT IS THEREFORE DECLARED AS ILLICIT CARGO UNDER SANCTIONS.

ALL DIRECT AND INDIRECT COST AND EXPENSES WHATSOEVER, DUE TO THIS WILL BE ON CHARTERERS ACCOUNT.

IN ADDITION TO ABOVE WE SHOULD HAVE THE SCORPIO SANCTION CLAUSE.

ALL COSTS FOR OWNERS SECURITY PROVIDER TO BE FOR CHARTERERS ACCOUNT.

COSTS FOR MOBILIZATION AND DEVIATION OF THE VESSEL TO CONNECT SECURITY ADVISOR TO THE VESSEL, TO BE FOR CHARTERERS ACCOUNT.

IN LIBYA ALL TIME TO COUNT WEATHER PERMITTED OR NOT AND IF WORLDSCALE HAVE NOT ALLOWED FOR PORT COSTS IN FLAT RATE SAME TO BE FOR CHARTERERS ACCOUNT.

-MOROCCO CLAUSE - WHEN APPLICABLE - N/A

IF LOADING OR DISCHARGING IN MOROCCO MAX PORT EXPENSES FOR OWNERS ACCOUNT USD 50,000,- AND TIME TO COUNT IN FULL WEATHER PERMITTING OR NOT.

IF ADDITIONAL ROPES ARE REQUIRED FOR MOORING OF THE VESSEL THEN SAME TO BE FOR CHARTERERS ACCOUNT.

ANCHORAGE DUES IF ANY TO BE FOR CHARTERERS ACCOUNT. N/A

-EL DEKHEILA CLAUSE - N/A

IF EL DEKHEILA, FIREFIGHTING AND STAND BY TUGS TO BE FOR CHARTERERS ACCOUNT AND TO BE SETTLED DIRECTLY.

NO FIXED DIFFERENTIAL FOR STANDBY FIREFIGHTING TUGS TO APPLY.

-TRANMERE CLAUSE: - N/A

IF REQUIRED, OWNERS TO ARRANGE DELIVERY OF MOORING WIRES/HMPE ROPES TO THE VESSEL AT CHARTERERS TIME AND EXPENSES.

TIME USED FOR FITTING/DISMANTLING WIRES, AWAITING FOR BARGES TO DELIVER WIRES/HMPE ROPES TO COUNT AS LAYTIME, IF ON DEMURRAGE AS DEMURRAGE.

MAX DA USD 30,000 FOR OWNERS ACCOUNT TOTAL PORT COSTS.

-ITALIAN STANDBY TUGS CLAUSE - N/A

AT Fiumicino and Sarroch tugs IN ASSISTANCE (STANDBY TUGS) TO BE FOR CHARTERERS ACCOUNT. UNLESS ALREADY COVERED BY WORLD SCALE FIRE FIGHTING AND ANTI POLLUTION CLAUSE EXPENSES FOR FIREFIGHTING, ANTI POLLUTION INCLUDING FLOATING BELTS TO BE FOR CHARTERERS ACCOUNT. N/A

-SHIFTING CLAUSE

UNBERTHING/REBERTHING, EXTRA SHIFTING OF ANY, NOT DUE TO VESSELS FAULT, TO BE FOR CHARTERERS ACCOUNT.

-MISSISSIPPI RIVER CLAUSE - N/A

IF LOAD/DISCHARGE MISSISSIPPI RIVER PORTS, MAX D/A FOR OWNERS ACCOUNT USDXXX,- REST TO BE SETTLED DIRECTLY BY CHARTERERS. NOR TO BE TENDERED AT SOUTH WEST PASS AND IRRESPECTIVELY WHAT IS STATED ELSEWHERE IN THE CP TIME TO COMMENCE TO COUNT 6 HOURS AFTER TENDERING NOR THEREAFTER UNTIL DROPPING A LAST OUTBOUND PILOT. TIME TO COUNT IN FULL WEATHER PERMITTING OR NOT. ALL EXPENSES INCLUDING PILOTAGE, TOWAGE FOR RIVER PASSAGE TO BE FOR CHARTERERS ACCOUNT AND TO BE SETTLED DIRECTLY.

-US COAST GUARD CLAUSE – N/A

ALWAYS PROVIDED VESSEL HOLDS A VALID TVEL CERTIFICATE OR AS CASE MAYBE A USCG LETTER OF COMPLIANCE AND CHARTERERS IN SUFFICIENT TIME HAS NOMINATED PORT(S) AND AGENTS TO COMPLY WITH ANY US REGULATIONS AND OWNERS HAVE PROVIDED IN DUE COURSE TO US AUTHORITIES ALL RELEVANT VALID DOCUMENTATION REQUESTED FOR US AUTHORITIES CLEARANCE, TIME LOST DUE TO US AUTHORITIES INSPECTION FROM THE MOMENT VESSEL HAS TENDERED NOR AT CUSTOMARY ANCHORAGE OR AT A PLACE NEARBY WHERE VESSEL HAS BEEN INSTRUCTED TO WAIT BY US AUTHORITIES UNTIL US AUTHORITIES HAVE CLEARED THE VESSEL TO COUNT IN FULL AS LAYTIME OR TIME ON DEMURRAGE IF ON DEMURRAGE.

IF VESSEL IS INSTRUCTED TO AWAIT AT A PLACE NEARBY DISCHARGE PORT INSPECTION/ CLEARANCE BY US AUTHORITIES OTHER THAN AT THE CUSTOMARY ANCHORAGE THE NOR VESSEL HAS TENDER TO BE CONSIDERED VALID.

IF AN ESCORT TUG IS REQUIRED WHICH ORDINARILY WOULDN'T HAVE BEEN THE CASE, SUCH TO BE FOR CHARTERERS' ACCOUNT.

ANY EXPENSES OR ADDITIONAL FEES RELATING TO THE CARGO, EVEN IF LEVIED AGAINST THE VESSEL, THAT ARISE OUT OF SECURITY MEASURES IMPOSED AT THE LOADING AND/OR DISCHARGING PORT AND/OR ANY OTHER PORT TO WHICH THE CHARTERERS ORDER THE VESSEL, SHALL BE FOR CHARTERERS ACCOUNT.

FIRST SHIFTING FROM CUSTOMARY ANCHORAGE, OR ANY OTHER PLACE NEARBY DISCHARGE PORT WHERE US AUTHORITIES MAY HAVE INSTRUCTED VESSEL TO WAIT, TO FIRST BERTH TO BE FOR OWNERS' ACCOUNT.

-US AUTOMATED MANIFEST CLAUSE – N/A

FOR CARGOES DESTINED FOR USA OR CARGOES STAYING ONBOARD A VESSEL CALLING USA ON THE WAY TO THE FINAL DESTINATION THE CHARTERER MUST INFORM THE BELOW LISTED INFORMATION LATEST 96 HOURS PRIOR TO VESSELS ETA TO THE FIRST US PORT:

1) SHIPPER'S NAME AND FULL ADDRESS OR IDENTIFICATION NUMBER

2) CONSIGNEE'S NAME AND FULL ADDRESS OR IDENTIFICATION NUMBER, IF THE GOODS ARE CONSIGNIED 'TO ORDER', THE FULL NAME AND ADDRESS OR IDENTIFICATION NUMBER OF THE NOTIFY PARTY MUST BE INFORMED

3) INTERNATIONALLY RECOGNIZED HAZARDOUS MATERIAL CODE, WHERE APPLICABLE.

IN THE EVENT THAT OWNERS ARE UNABLE TO COMPLY WITH THE US CUSTOMS REQUIREMENTS AS A RESULT OF CHARTERERS' BREACH OF THIS CLAUSE, CHARTERERS HEREBY UNDERTAKE TO INDEMNIFY OWNERS AND/OR THEIR AGE AGAINST ANY AND ALL LIABILITIES INCLUDING BUT NOT LIMITED TO, DELAYS, FINES, PENALTIES, COSTS, LAWYERS' FEES AND/OR DAMAGES OR OTHERWISE OF WHATSOEVER NATURE AND HOWSOEVER ARISING AS A RESULT.

- VENEZUELA STRIKE CLAUSE – N/A

ALL TIME, EXPENSES, DELAYS AND DAMAGES IN VENEZUELA FOR ANY REASON WHATSOEVER, INCLUDING STRIKE OR BLOCKAGE PROVIDED NOT ATTRIBUTED TO OWNER'S LACK OF DUE DILIGENCE, TO BE FOR CHARTERERS ACCOUNT AT DEMURRAGE RATE AGREED.

MASTER SHALL ALWAYS HAVE THE RIGHT TO REFUSE ANY OPERATION IF MASTER DEEMS LOCAL PERSONNEL INVOLVED MAY BE UNQUALIFIED, HOWEVER, MASTER'S CONSENT NOT TO BE UNREASONABLY WITHHELD.

MAX DA USD 70,000- FOR OWNERS ACCOUNT IN TOTAL IN VENEZUELA – N/A

- MEXICO CLAUSE – N/A

IF LOADING OR DISCHARGING IN MEXICO, TIME TO COUNT IN FULL WEATHER AND/OR SEA CONDITION PERMITTING OR NOT. IF VESSEL IS DELAYED DEPARTING BERTH DUE TO BAD WEATHER, EVEN IF HOSES HAVE BEEN DISCONNECTED, TIME TO COUNT IN FULL UNTIL VESSEL HAS DEPARTED BERTH. N/A

- COLOMBIA CLAUSE: – N/A

MAX DA IN COLOMBIA USD XXX – IN TOTAL N/A

CHARTER PARTY ADMINISTRATION CLAUSE:

CHARTER PARTY TERMS AND CONDITIONS ARE EVIDENCE BY THE FIXING CONFIRMATION SENT BY THE BROKER. OWNER AND CHARTERER SHALL EACH CONFIRM THEIR APPROVAL OF THE FIXING CONFIRMATION BY RETURN TO THE BROKER AFTER LIFTING SUBJECTS. THE BROKER SHALL THEN CONFIRM RECEIPT OF SAID CONFIRMATION TO BOTH PARTIES. EXCEPT AS REQUESTED IN WRITING BY EITHER OWNERS OR CHARTERER, THERE SHALL BE NO FORMAL WRITTEN AND SIGNED CHARTER PARTY.

ATTACHMENTS: UPDATED Q88

: EXXONMOBIL VOY 2005 DTD 1ST SEP '05 STANDARD CP
: BLACKHILLS TRADE TERMS
: BLACKHILLS DMCC - LICENSE

+++++ END CLEAN FIXED RECAP +++++

TRUST ALL IS IN ORDER.

PLEASE CONFIRM THE SAFE RECEIPT.

MANY THANKS FOR YOUR KIND SUPPORT AND COOPERATION IN CONCLUDING THIS FIXTURE!!!

MANY THANKS AND KIND REGARDS,
DEEPSEAS DMCC

Lampiran 3 Dokumen-Dokumen Bukti Approval Charterer

COPY NON-NEGOTIABLE		CODE NAME PETROBILL																																								
		Reference No																																								
<p>Shipper : "NEFTISA" (USER OF MINERAL RESOURCES JSC «KOMNEDRA»)</p>																																										
BILL OF LADING No 1																																										
CLEAN ON BOARD																																										
Consignee	TO THE ORDER OF BLACKFORD CORPORATION LIMITED																																									
Vessel																																										
Flag	MARSHALL ISLANDS																																									
Port of loading																																										
Port of discharge	ONE SAFE PORT / ONE SAFE BERTH, INDIA																																									
Description of cargo		Weight/Quantity																																								
EXPORT BLEND CRUDE OIL		18 510 069 KGS GROSS																																								
Say: (<i>Eighteen million five hundred and ten thousand sixty nine kilos</i>)																																										
<table> <tr> <td>API at 60° F</td> <td>29,85</td> <td>METRIC TONS IN VAC</td> <td>18 510,069</td> <td>GROSS</td> </tr> <tr> <td></td> <td></td> <td>METRIC TONS IN VAC</td> <td>18 500,388</td> <td>NET</td> </tr> <tr> <td></td> <td></td> <td>METRIC TONS IN AIR</td> <td>18 486,931</td> <td>GROSS</td> </tr> <tr> <td></td> <td></td> <td>METRIC TONS IN AIR</td> <td>18 477,263</td> <td>NET</td> </tr> <tr> <td></td> <td></td> <td>US BARRELS AT 60° F</td> <td>132 883,785</td> <td>GROSS</td> </tr> <tr> <td></td> <td></td> <td>US BARRELS AT 60° F</td> <td>132 814,285</td> <td>NET</td> </tr> <tr> <td></td> <td></td> <td>LONG TONS</td> <td>18 194,95</td> <td>GROSS</td> </tr> <tr> <td></td> <td></td> <td>LONG TONS</td> <td>18 185,43</td> <td>NET</td> </tr> </table>			API at 60° F	29,85	METRIC TONS IN VAC	18 510,069	GROSS			METRIC TONS IN VAC	18 500,388	NET			METRIC TONS IN AIR	18 486,931	GROSS			METRIC TONS IN AIR	18 477,263	NET			US BARRELS AT 60° F	132 883,785	GROSS			US BARRELS AT 60° F	132 814,285	NET			LONG TONS	18 194,95	GROSS			LONG TONS	18 185,43	NET
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		LONG TONS	18 185,43	NET																																						
Freight and charges	SHIPPED ON BOARD the cargo specified above in accordance with Shipper's declaration in apparent good order and condition and to be delivered at port of discharge or so near thereto as the vessel may safely get, always afloat. WEIGHT, QUANTITY, QUALITY UNKNOWN. IN WITNESS whereof the specified below number of original Bills of Lading have been signed, one of which being accomplished, the others to stand void.																																									
Freight and other conditions of carriage as per Charter Party dated:	FREIGHT PAYABLE AS PER CHARTER PARTY																																									
Code name:																																										
Number of original Bills of Lading	Place and date of issue 26th of January 2024																																									
THREE	Signature Master of m/t "SWORDFISH" YOSHARDIAN ANDHIKA 																																									

COPY

CERTIFICATE OF QUALITY

Seller (Exporter): "NEFTISA" (USER OF MINERAL RESOURCES JSC «KOMNEDRA»)

Consignee: TO THE ORDER OF BLACKFORD CORPORATION LIMITED

Port of unloading: ONE SAFE PORT / ONE SAFE BERTH, INDIA

B/L No	1	Date	26th of January 2024	Vessel
Description of cargo			Weight/Quantity	Volume
EXPORT BLEND CRUDE OIL		18 510 069		KGS GROSS

It is hereby certified that the quality of goods mentioned in this quality certificate is in conformity with the f standards and specifications , and the goods may be exported.

Quality characteristics of goods

UNITS	RESULT
Density at 20° C	0,8731
Sulphur, %	1,69
Paraffines, %	4,2
Water, %	0,05
Salts, mgr/dm	18,3
Salts in, %	0,0021
Sediments, %	0,0023
Ash, %	
Distillation, %	
200 ° C	22,8
300 ° C	42,8
API at 60° F	29,85

Signature	
Primorsk	
Date	26th of January 2024

COPY

CERTIFICATE OF QUANTITY

Seller (Exporter): "NEFTISA" (USER OF MINERAL RESOURCES JSC «KOMNEDRA»)

Consignee: TO THE ORDER OF BLACKFORD CORPORATION LIMITED

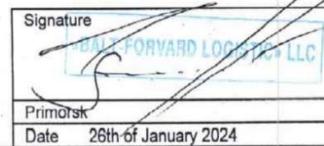
Port of unloading: ONE SAFE PORT / ONE SAFE BERTH, INDIA

B/L No	1	Date	26th of January 2024	Vessel
Description of cargo			Weight/Quantity	Volume
EXPORT BLEND CRUDE OIL			18 510 069	KGS GROSS
			METRIC TONS IN VAC	18 510,069 GROSS
			METRIC TONS IN VAC	18 500,388 NET
			METRIC TONS IN AIR	18 486,931 GROSS
			METRIC TONS IN AIR	18 477,263 NET
			US BARRELS AT 60°F	132 883,785 GROSS
			US BARRELS AT 60°F	132 814,285 NET
			LONG TONS	18 194,95 GROSS
			LONG TONS	18 185,43 NET

It is certified that the quality and the quantity of goods mentioned in this Certificate is in conformity with the Russian Federation standards and specifications, and the goods may be exported.

Quality characteristics of goods

UNITS	RESULT
Density at 20° C	0,8731
API at 60° F	29,85



COPY

CARGO MANIFEST

Vessel:	Flag:	MARSHALL ISLANDS	Port of Loading:	Bill of lading date	Freight
Captain:	YOSHARDAN ANDHIKA	Port of discharge:	ONE SAFE PORT / ONE SAFE BERTH, INDIA	20th of January 2024	
L/No	B/L No	Shipper	Consignee	Description of goods	Number of pieces
001124	1	"NEFTISA" (USER OF MINERAL RESOURCES JSC (KOMMENDRAN))	TO THE ORDER OF BLACKFORD CORPORATION LIMITED	EXPORT BLEND CRUDE OIL IN BULK	18 510 069 Gross weight, kg

Forwarder "BALT-FORWARD LOGISTIC" LLC on behalf of
"NEFTISA" (USER OF MINERAL RESOURCES JSC (KOMMENDRAN))

[Signature]
BALT-FORWARD LOGISTIC LLC



**PT. GEMILANG BINA LINTAS TIRTA
SHIP MANAGEMENT**

NOTICE OF READINESS

VOY : 01 / 2024

Vessel : BULL DAMAI Date : 25 January 2024
Port of : T Time : 10:00 hrs.
Terminal : TRADING PORT No. 2

To Messrs: NEFTISA
: TO THE ORDER BLACK FORD CORPORATION LIMITED
: LOADING MASTER
: BALTIC MARINE SERVICE
: Terminal Representative
& to whom it may concern

Shipper/Receiver/Terminal

Dear Sirs,

Please be hereby officially notified that the vessel : **BULL DAMAI** at 19:12 hour local time on 23 January 2024 arrived at waiting area and in all respects ready to Loading her nominated/entitled cargo, as per term, conditions, exemptions, and accompanying riders of relevant Charter Party.

Vessel Tendered Notice of Readiness at 10:00 hour Local Time on 25 January 2024

Description of cargo	Approximate amount
<u>EXPORT BLEND CRUDE OIL</u>	<u>100,000.00 MT(Vac)</u>

Laytime will commence as specified in the charter party covering this voyage

ACCEPTED

Date : _____ Hour : _____

Very truly yours

NOTICE OF READINESS Capt. ANDHIKA YOSHARDIAN
RECEIVED / ACCEPTED BY Master of SWORDFISH

Shipper / Receiver **BALT-FIRVARO LOGISTIC LLC**
25.01.2024 AT 16:48 L.T.

Name and Designation **ACCFIS**

BALT-FIRVARO LOGISTIC LLC

Lampiran 4 Tanker Time Sheet (Loading)

Lampiran 5 *Notice of Readiness (Loading)*



PT. GEMILANG BINA LINTAS TIRTA SHIP MANAGEMENT

NOTICE OF READINESS

VOY : 01 / 2024

Vessel : :
Port of : :
Terminal : : TRADING PORT No. 2

Date : 25 January 2024
Time : 10:00 hrs.

To Messrs: : NEFTISA
: TO THE ORDER BLACK FORD CORPORATION LIMITED
: LOADING MASTER
: BALTIC MARINE SERVICE
: Terminal Representative
& to whom it may concern

Shipper/Receiver/Terminal

Dear Sir,

Please be hereby officially notified that the vessel BULL DAMAI at 19:12 hour local time on 23 January 2024 arrived at waiting area and in all respects ready to Loading her nominated/entitled cargo, as per term, conditions, exemptions, and accompanying riders of relevant Charter Party.

Vessel Tendered Notice of Readiness at 10:00 hour Local Time on 25 January 2024

Description of cargo	Approximate amount
EXPORT BLEND CRUDE OIL	100,000.00 MT(Vac)

Laytime will commence as specified in the charter party covering this voyage

ACCEPTED

Date : _____ Hour : _____

Very truly yours

Capt. ANDHIKAYOSHARDIAN
Master of SWORDFISH

NOTICE OF READINESS
RECEIVED / ACCEPTED BY
BALT-FORWARD LOGISTICS, LLC
25.01.2024 AT 16:48 L.T.
FOR AND ON BEHALF OF
NEFTISA
BALT-FORWARD LOGISTICS, LLC

Lampiran 6 *Tanker Time Sheet (Discharging)*

Lampiran 7 Notice of Readiness (Discharging)



**PT. GEMILANG BINA LINTAS TIRTA
SHIP MANAGEMENT**

NOTICE OF READINESS

VOY : 1/2024

Vessel : BULL DAMAI Date : 04 March 2024
Port of : VADINAR-INDIA
Terminal : OICL, SBM NO. 2 Time : 19:18 hrs.

To Messrs: LOADING MASTER
Terminal Representative
& to whom it may concern

Shipper/Receiver/Terminal

Dear Sir,

Please be hereby officially notified that the vessel SWORDFISH at 19:18 hour Local Time on 04 March 2024 arrived at Vadinar and in all respects ready to commence Discharging her cargo of:

Description of cargo	B/L Quantity
<u>BLENDED CRUDE OIL</u>	<u>99,771.583 GROSS IN MT^{AIR}</u>

VESSEL TENDER NOTICE OF READINESS on 04 March 2024 local time at 19.18 LT.

Laytime will commence as specified in the charter party covering this voyage

ACCEPTED

Date : 11.03.2024 Hour : 1000 LT.

Very truly yours



CAPT. ANDHIKA YOSHARDIAN

Master of SWORDFISH

Shipper / Receiver 
Kamal Kumar
Boatding Officer
WRPL Vadinar

Name and Designation

Lampiran 8 Bukti wawancara dengan narasumber

