

**VOYAGE CHARTER PARTY  
(PART I)**

<p><b>1. Place and Date of Agreement (Cl.1)</b></p>	
<p><b>2. Owners/Disponent Owners/Time Charter Owners (Cl.1)</b></p>	<p><b>13. Vessel (Cl.1, 46)</b> To be single deck, bulk carrier, max. 20 years, geared or gearless, to be registered in Lloyds 100A1 or equivalent and covered by the first class P &amp; I and ISM/ITF/WWF/AHL in order. Vessel to be Rightshipped approved (min 3 stars). Owners to satisfy themselves of prevailing port restrictions at all ports.</p>
<p><b>3. Charterers (Cl.1)</b>  TIANYUAN LOGISTICS SHIPPING(HK) LIMITED ROOM 605, BUILDING 1, GUANGHUA CHANG 7 JIANNEI AVENUE BEIJING CHINA</p>	<p><b>14. Sailing from &amp; ETD (Cl.1)</b></p>
<p><b>4. Cargo (Cl.2)</b> Up to 5 grades, natural hold separation to apply between grades</p>	<p><b>15. Estimated readiness to Load (Cl.1)</b></p>
<p><b>5. Loading Port(s) (Cl.2)</b>  1SB Port Hedland, Utah Point, West Australia</p>	<p><b>16. Description of Vessel (Clause 1 &amp; 46)</b></p>
<p><b>6. Opening Layday (Cl.10)</b></p>	
<p><b>7. Cancelling Date (Cl.10)</b></p>	<p><b>17. Agents at Load (Cl.12)</b> Charterers agents at load: Sea Corporation Pty Ltd 10 Phillimore Street Fremantle WA 6160 Tel – 618 9430 7100 Fax – 618 9430 7199 Email – info@seacorp.com.au</p>
<p><b>8. Loading Rate(s) (Cl.5,6) (Including excluded periods)</b> 25,000 metric tonnes per weather working day Sundays and holidays included 12hrs TT</p>	<p><b>18. Agents at Discharging Port (Cl.12)</b> Charterers agents at discharge: PIC: Capt. Lv Haoyan Hangmu Logistics Co.,Ltd. Add: Room 701, No.10 Wuhan Street, Dalian, P. R. China Tel : 86-411-39021091 Fax : 86-411-82808941 Mob: 86-13304118251 E-mail: lvhy@hangmu-cn.com</p>

## VOYAGE CHARTER PARTY (PART I)

<b>9. Discharging Port(s) (Cl.2)</b>	<b>19. Notices at Load Port</b> 7 / 5 / 3 / 2 / 1 days
<b>10. Discharging Rate(s) (Cl.5,6) (Including excluded periods)</b> 20,000 metric tones per weather working day Sundays and holidays included 12hrs TT	<b>20. Notices at Discharge Port</b> 7 / 5 / 3 / 2 / 1 days
<b>11. Freight Rate(s) (Cl.3)</b> 95% (ninety-five) freight payable within 5 (five) banking days after completion of loading and s/r b(s)/l marked "freight payable as per Charter Party". Demurrage/ despatch to be settled within 30 days after upon receipt of final freight invoice from owners and including freight balance due.	<b>21. Demurrage Rate (Cl.8)</b>
<b>12. Freight Payable to (Cl.3) (Owners Banking Details)</b> TBA	<b>22. Despatch Rate (Cl.8)</b> DHD

It is hereby mutually agreed that this Contract shall be performed subject to the Conditions in the Charter Party consisting of PART 1 and PART 2 (Pages 1-13 inclusive).

<b>23. Signature (Charterers)</b> <b>TIANYUAN LOGISTICS SHIPPING (HONG KONG) LIMITED</b>	<b>24. Signature (Owners)</b>
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**TIANYUAN LOGISTICS SHIPPING(HK) LIMITED /**  
**MV “”**  
**CHARTER PARTY DATED**

1. IT IS THIS DAY MUTUALLY AGREED (as per Box 1) between Disponent Owners or Time Chartered Owners nominated in Box 2 (herein referred to as the Owners), Owners of the vessel named in Box 16 and Pilbara Trading Limited of Jersey, Charterers as follows:

**(a) Vessels Condition and Eligibility to Trade**

Owners warrant that the vessel is tight, staunch and strong, in class, and in every way fitted for the voyage, with her hull, machinery and equipment in a thoroughly efficient state and with a full and efficient complement of Master, Officers and Crew, insofar as the foregoing conditions can be attained by the exercise of due diligence. Owners further warrant that the vessel is eligible for trading to the ports and places specified for the voyage and at all times shall have on board all certificates, records and other documents required for such trading. Owners are responsible to ensure that the performing vessel complies with load and discharge port restrictions/regulations.

The vessel shall comply with all Commonwealth of Australia Navigation (Orders) Regulations in particular but not limited to Marine Orders Part 32 (Cargo and Cargo Handling Equipment and Safety Measures) which govern the vessels hold and crane ladders as well as Ship's cargo handling equipment, and relevant Marine Orders from AMSA (Equipment - Miscellaneous and Safety Measures) which govern gangways.

All time lost by reason of a Department of Transport surveyor declaring the vessel to be non-compliant with any Marine Orders shall not count on laytime or time on demurrage and any expenses directly attributable thereto including but not limited to standby of trucks, labour and mechanical equipment shall be for Owners account.

From the date of coming into force of the International Safety Management (ISM) code in relation to the vessel and thereafter during the currency of this charter party, the Owners shall procure that both the Vessel and Company (as defined by the ISM code) shall comply with the requirements of the ISM code. Upon request the Owners shall provide a copy of the relevant Document Of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.

Except as otherwise provided in this Charter Party, loss, damage, expense or delay caused by failure on the part of the Owners or The Company to comply with the ISM code shall be for Owners account. And the Owners are to be responsible for the loss of or damage to the goods or for delay in delivery of the goods unless it could be proved that such loss, damage and delay shall not be attributed to the act, neglect or default of the Owners or their Manager and the Master or crew or any matter for which the Owners are liable under this Charter Party or in accordance with the applicable law.

**(b) Vessels Description (refer Box 16)**

Owners guarantee vessels description as per Box 16.

Vessel is classed Lloyd's 100A1 or equivalent and Owners guarantee that such classification will be maintained during the entire duration of this Charter Party. Should this classification not be maintained during the specified period then Owners to be liable for any and all extra insurance penalties or assessments directly resulting from the fact that the vessels guaranteed classification has not been maintained.

**2. (a) Port of Loading (refer Box 5)**

This Ship shall proceed with all convenient speed to the port of loading as designated in Box 5 and there load, always afloat from ashore, as directed by Charterers or their designated representative at one safe berth, and there load cargo, as designated in Box 4.

Owners are to satisfy themselves of the relevant load port restrictions and ensure that the vessel complies in all respects with the restrictions and statutes for the countries/ports traded during this charter.

An automatic suction mooring system called Cavotec Moormaster will be used at Utah Point Berth.

The berth is fitted with a Cavotec Moormaster suction mooring system which will allow Vessels at the facility to berth without the use of conventional mooring lines. The system uses suction pads which do not generate

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any magnetic forces on the Vessel, each of which are rated at 20 tons holding force, similar to a Harbour Tug. The Utah Port Facility is fitted with fourteen (14) large suction pads which offer a combined holding force of some 280 tons; each unit will automatically adjust for tidal/draft variations and changes in environmental conditions, including automatically detaching and re-attaching individual units that have moved away from their vertical travel mediums. The total applied force over each pad is no more than 10 tons per square metre.

**(b) Port of Discharging (refer Box 9)**

Upon completion of loading the Ship shall precede at her normal service speed to the port(s) of discharge as designated in Box 9 deliver the cargo always afloat, ashore and/or alongside other vessels and/or craft, as directed by Charterers or their designated representative at one - ~~two~~ safe berth(s)-each.

Owners are to satisfy themselves of the relevant discharge port restrictions and ensure that the vessel complies in all respects with the restrictions and statutes for the countries/ports traded during this charter.

**(c) Notice of Readiness**

Prior to tendering Notice of Readiness, at load, the vessels holds are to be washed, swept, clean and passed to Shippers and/or Charterers surveyors satisfaction for the intended cargo to be loaded on vessel's arrival (see Clauses 6, 40). Notice of readiness at loadport is to be given and accepted Saturdays, Sundays and holidays included, providing the vessel is in all respects ready to load. Unless otherwise provided for in this Charter Party the Master shall upon giving Notice of Readiness, declare in writing the exact quantity of cargo he requires within the limits stipulated herein. In the absence of such a declaration on the part of the Master, the Charterers shall be deemed to have fulfilled their obligations under this Charter Party if they load the minimum quantity stipulated in box 4.

If the loading/discharging berth is not available on the Vessel's arrival at or off the port of loadin/discharging, the Vessel able tender Notice of Readiness within ordinary office hours on arrival there, whether in berth or not whether in port or not, whether customs cleared or not, whether in free pratique or not, provided that the Master warrants that she is in fact ready in all respects. Time used in moving from the place of waiting to the loading/discharging berth andtime from such discovery of failure until failure is rectified not to count as laytime or demurrage.If, after inspection, the Vessel is found not to be ready in all respects to load/discharge time lost after the discovery thereof until the Vessel is again ready to load/discharge shall not count as laytime.

At discharge port(s), written notice is to be given by master at each discharge ports any time day or night Sundays and Holidays included provided vessel being in all respects ready to discharge Charterers' cargo. If through congestion, vessel is unable to tender Notice of Readiness on arrival at discharge port, then Notice of Readiness to be tendered from the Port Authorities approved anchorage.

**3. Freight (refer Boxes 11 and 12)**

Freight to be paid at and after the rate of as agreed per ton of 1,000 kilos intaken, in full of all port charges, pilotages, consulages, light dues, lighterage, and all other dues usually paid by Vessels.

Freight to be paid as declared in Box 11, is payable on Bill of Lading quantity as determined by weightometer within number of banking days as declared in Box 11 of signing/releasing Bills of Lading claused "Freight Payable as per Charter Party". Full freight deemed earned 100% as cargo loaded and fullydiscountless non-returnable vessel and/or cargo lost or not lost from receipt of telegraphic confirmation from Owners of signing and surrender of clean Bills of Lading.

Demurrage/despatch to be settled within 30 days after upon receipt of final freight invoice from owners.(see Clause 8).

**4. Cash Advance**

Sufficient cash for Ship's disbursements to be advanced by Owners to agents at ports of loading and discharging prior to vessels arrival, failing which Charterers are not to be responsible for any delays to the vessel caused by Owners failure to place Agents in funds prior to Ship's arrival. ~~Charterers have the right to and may if agents request deduct loadport disbursements from advance freight and discharge port disbursements from the balance of freight adding five~~

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per cent to cover expenses. This right does not relieve Owners of their obligations herein described nor constitute any responsibility or liability on the part of the Charterers.

**5. Loading and Discharging (refer Boxes 8 and 10)**

The Cargo to be shipped at the rate as designated in Box 8 and to be discharged at the rate as designated in Box 10 per clear weather working day of 24 (twenty four) consecutive hours, excluded periods always excepted even if used. Calculation of laytime at each end shall be based on weight inserted in Bill of Lading. In case of dead freight then the time allowed for loading and discharging shall be calculated on basis of tonnage for which freight is paid and not on the actual quantity loaded.

At all loading and discharging ports time taken in: shifting from anchorage to berth or lay-by berth to loading/discharging berth; statutory formalities like customs, immigration, port health, issuing documents; ballasting, de-ballasting, waiting for tides; initial, intermediate and final draft surveys is not to count even if vessel is on demurrage.

**6. Commencement of Laytime**

At all ports of loading time for loading to count 12 hours and at all ports of discharge time for discharging to count 12 hours after a valid Notice of Readiness has been tendered and the vessel is in all respects ready to load / discharge NOR cannot be tendered before layday commencement.

**7. Cargo Gear**

The Charterers are to have the option to unload and/or load cargo into barges sent alongside the vessel whilst berthed at the discharge port with all possible despatch (should this mode of shipping be used); and any delay incurred by not doing so is not to count as part of laytime or demurrage. The Ship to load and discharge as rapidly as possible, and give use of cranes and motive power free of expense, and crew to drive the cranes, if permitted by local labour regulations, otherwise shore hands to be employed, and Charterers to pay cost of same. The Ship to keep the cranes in good working order. Vessel shall keep all gear in good working order and shall also supply free of expense motive power, cranes, derricks, and power to operate all usual deck appliances including lights whenever and wherever on board the vessel as required by Charterers for loading, trimming and discharging. Owners to provide deck hands to open and close hatches if same be permitted by local regulations. Anytime lost by reason of breakdown of cranes and/or derricks to be recorded respectively per hatch on the sheet of the daily working report and not to count, pro rata, as laytime or demurrage. If owing to breakdown of vessels cranes and/or shore cranes employed due to vessels cranes breakdown, then cost to be for owners account.

Owners undertake that cargo gear and all other equipment shall conform with regulations at all ports visited by the vessel, and that the vessel is at all times in possession of valid certificates to comply with such regulations. If shore personnel are not permitted to work due to failure of the Owners to comply with the aforesaid regulations, or because of lack of said certificates, any time so lost shall not count as laytime or demurrage and all extra expenses incurred, directly resulting from such failure, shall be for Owners account.

**8. Demurrage/Despatch (refer Boxes 21 and 22)**

Demurrage (if any) at the rate of (as agreed) per day or pro rata for part of a day to be paid to Owners. Owners to pay Charterers despatch money at half demurrage rate for all laytime saved both ends. Demurrage/despatch to be settled within 30 days after completion of discharge and receipt of loading and/or discharging documents in accordance with Clause 3.

**9. Laytime to be non-reversible.**

**10. Laydays and Cancelling(refer Boxes 6 and 7)**

Laydays not to commence without Charterers written consent before date stated in Box 6 and if any wilful misrepresentation be made in respect of the size, position, etc, or should the vessel not be in loading port ready to load latest as stated in Box 7 it shall be at the option of the Charterers whether or not they will load the vessel.

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164 **11. Bills of Lading**

165 The Captain to sign Bills of Lading at any freight required by Charterers, not less than Chartered rate. Charterers  
166 have the right to sublet this Charter Party to others in full or in part, at any rate of freight without prejudice to this  
167 Charter, they remaining fully responsible for due fulfilment of same.

168  
169 Should Bills of Lading not arrive at discharging port in time then Owners agree to discharge and release the entire  
170 cargo without presentation of the original Bills of Lading upon receipt of Charterers single Letter of Indemnity in  
171 Owners P&I Club standard wording and without any bank guarantee and endorsement.

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174 **12. Agents (refer Boxes 17 and 18)**

175 Owners are to nominate Sea Corporation Pty Ltd as the vessels agents at Port of Loading and Charterer nominated  
176 agent for Discharging as stated in Boxes 17 and 18. Owners paying customary Agency fee. QDA at discharge ports  
177 always to be Owners a/c.

178  
179 **13. General Average**

180 General average shall be settled and adjusted according to York-Antwerp rules, as amended 1994, at and as  
181 supplemented by custom and practice at the port of London. If required by Charterers, Owners will forego general  
182 average deposits from one or more cargoes and will accept a general average undertaking from Charterers in the  
183 customary form. If required by Charterers, Owners agree to release one or more cargoes to Charterers for  
184 transhipment from a port of refuge by and at the expense of Charterers, in exchange for a non-separation of interest  
185 agreement and a general average undertaking from Charterers in the customary form. The transhipment expenses  
186 shall not be included in the general average except to the extent of the other general average expenses thereby saved.

187  
188 **14. Master to telegraph Charterers as well as Charterers agents at Port of Loading, and discharging should he have to put**  
189 **in at any Port or Ports.**

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191 **15. In case of Jettison, the Captain to report the same to Receivers and Charterers immediately.**

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193 **16. Overtime**

194 The Ship to work at night if requested to do so. Overtime to be for account of party ordering same, but if ordered by  
195 Port Authorities 50 (fifty) per cent shall be paid by Charterers and 50 (fifty) per cent by the Owners. Overtime earned  
196 by the Officers and Crew shall always be entirely for Owners account.

197  
198 **17. Shippers/Charterers/Receivers to put the cargo on board, spout trim and discharge cargo free of expense to the**  
199 **vessel. Trimming is understood to mean levelling off the top of the pile and any additional trimming required by Master**  
200 **is to be for Owners account.**

201  
202 **18. Commission**

203 A commission of ...per cent on the gross amount of freight, dead freight, and demurrage is due on shipment, Ship  
204 and/or cargo lost or not lost to....., payable by Owners.

205  
206  
207 **19. Notices (refer Boxes 19 and 20)**

208 Ship to apply to agents nominated in boxes 17 and 18 for cargo. Owners or Master to give to loading port agents  
209 and.....,7/5/3/2/1 days notice of vessels expected date and time of arrival.

210  
211 Master also to give to Discharge Port Agents Charterers Agents and....7/5/3/2/1 days notice of expected date and time  
212 of arrival at discharging port.

213  
214 Upon sailing from the loading port Master is to ....., stating the exact quantity of cargo loaded and his ETA at  
215 discharging port, and continue to provide notices of the vessel arrival at discharge port every day during this voyage.

216  
217 In the event of Owners or Master failing to give the aforementioned notices, Charterers are to be allowed 24 (twenty  
218 four) hours extra laytime for loading or discharging.

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- 20.** The Act of God, the Queen's enemies, Arrest and/or Restraints of Rulers, Princes and People, Quarantine, Fire on Board, in Hulk or Craft or on Shore, Ice, Barratry of the Master and Crew, Enemies, Pirates, Robbers by land or sea, accidents to and damage and detention from Boilers, and of Machinery, Collisions, Stranding, Jettison, or from any act, neglect, default or error in judgement whatsoever of the Pilot, Master, Crew or other servants of the Shipowners in the management and/or the navigation of the vessel, and all and every other Dangers and Accidents of the Seas, Rivers and Canals of whatever nature and kind whatsoever, before and during the said voyage always mutually excepted. Vessel has liberty to call at any port or ports, in any order, or places, to bunker, or to deviate for the purpose of saving life or property, with leave to sail without Pilots, and tow or be towed and assist vessels or to be assisted in all situations whatsoever. Salvage and/or towage for Owners sole benefit.
- 21.** All liability of Charterer shall cease on completion of loading except Charterers to remain responsible for payment of freight, dead freight and demurrage if any. Dead freight/demurrage to be settled after completion of the voyage and receipt of loading and/or discharging documents. At all loading and discharging ports any disputes regarding stevedoring damage to be settled directly between Owners and Stevedores and any time occupied in repairing Stevedoring damage not to count as laytime.
- 22. Insurance**  
Any extra insurance premium up to a maximum of US\$5000 on cargo due to vessels age and/or class and/or Ownership to be for Owners account. Such extra insurance to be covered by Charterers for Owners account and to be deducted from initial freight payment.
- 23. Bad Weather**  
The Captain shall cover the hatch of each hold as soon as the loading into same has finished, and also all hatches when the loading or discharging has finished for the day, if the weather be wet or threatening; he shall also, during rain or snow cover up all hatches by which loading or discharging is not actually going on. It is agreed that the Captain may send someone to check the weight of the cargo on delivery so as to avoid dispute, and weight as ascertained to be conclusive.
- 24.** Owners to ensure that the vessel complies in all respects with the restrictions and statutes for the countries/ports traded during this charter.
- 25.** In the event of any general strike, riot, insurrection, revolution or war, which may prevent the shipment of cargo under this Charter, the Owners in the event of no cargo having been loaded, have the option of cancelling this Charter or if any cargo has been loaded they have the right to proceed on the voyage with the cargo so loaded. In the latter case the time to count as lay days to be mutually agreed between Owners and Charterers.
- 26. Grab Discharge**  
Vessel is guaranteed suitable for grab discharge and is to tender clear of sweat battens. No cargo is to be loaded in deep tanks, bunkers or other compartments not easily accessible to grabs. If the cargo is loaded and trimmed in tweendecks any extra expenses incurred at loading/discharging port and for time lost to be for Ship's account also any extra trimming necessary on account of vessels construction to be for Owners account and time so occupied to be for Owners account, even if Vessel is on demurrage. ~~Any extra expenses and/or loss of time over and above the cost of normal grab discharge incurred at discharging port for cargo not easily accessible to grabs or loaded in the tweendecks is to be for Owners account also any extra expenses incurred solely owing to vessels construction and amounts involved may be deducted from the balance of freight pending final adjustments. All extra time lost under this Clause shall be added to the laytime.~~  
  
Deeptanks, tunnels and all other provisions within vessels holds are to be sheltered against damage by Receivers' grabs, failing which Owners are to be responsible for all consequences.
- 27. Arbitration**  
BIMCO/LMAA Arbitration Clause (2009) is to apply. The amount agreed for the purpose of LMAA SCP is USD 75,000.
- 28. Protective Clauses**

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274 The New Jason Clause, Both to Blame Collision Clause, P&I Club Oil Bunkering Clause and Chamber of Shipping  
275 War Risks Clauses 1 and 2 are to be deemed incorporated in this Charter Party.

276  
277 **29.** The Pilot, Master, Officers and Crew of the vessel, and any tow boat person or facility assisting the vessel, shall not be  
278 agents or employees of Charterers and the Charterers shall not be liable for any loss, damage or claims resulting from  
279 or arising out of negligence or error of any of them while vessel is proceeding to or lying at any place of loading and/or  
280 discharging.

281  
282 **30.** While the Surveyor is taking draft readings and/or tank soundings, Master is not to take on or pump ballast at load and  
283 discharge ports without obtaining permission of the Charterers, and vessel is not to take on, release or switch from  
284 one tank to other compartments to another any ballast, fresh water or fuel oil.

285  
286 **31.** Vessel to furnish a certified calibration scale for all tanks including fore and aft peak tanks and double bottom tanks  
287 and deep tanks; Plimsoll marks amidships and draft marks on port and starboard sides bow and stern to be clearly cut  
288 and marked on shell plating. Vessel to furnish capacity plan, displacement scale and deadweight scale and same to  
289 be certified by Master as to correctness at time of loading.

290  
291 **32.** If vessel calls at any US port for purposes of loading and/or discharging and/or embarking or disembarking  
292 passengers, vessels cargo gear and all other equipment must comply with regulations established by US Public Laws  
293 85-742 Part 9 (Safety and Health Regulations of Longshoring). If longshoremen are not permitted to work due to  
294 failure of Master and/or Owners Agents to comply with the aforementioned regulations, any delays resulting therefrom  
295 shall be for Owners account.

296  
297 **33.** Owners warrant that they have secured and carry on board the vessel a US Federal Maritime Commission's  
298 Certificate of Financial Responsibility as required under the US Water Quality Improvement Act of 1970. In any case  
299 Owners shall be liable for any and all consequences arising from their failure to obtain the aforementioned certificate.

300  
301 **34.** Opening and closing of hatches to be for Owners account and time for opening and closing of hatches at each port  
302 shall not count, even if vessel is on demurrage.

303  
304 **35. Part Cargo Clause**

305 In the event of a part cargo option being agreed during negotiations the following conditions are deemed to have been  
306 accepted by Owners:

307  
308 ~~(a) Owners have the option to complete with other lawful general merchandise at their risk and expense from a~~  
309 ~~port en route to a port en route. Any such completion cargo is to be non injurious to cargo carried under this~~  
310 ~~Charter Party, and is not to be loaded in same compartments as cargo loaded under this Charter Party. If~~  
311 ~~such completion cargo is in bulk then this is not to be stowed in tweendecks above cargo loaded under this~~  
312 ~~Charter Party, and if such completion cargo is in bags or casks or drums ie; not in bulk and same is carried in~~  
313 ~~tweendecks then the tweendeck hatch covers are to be securely covered by tarpaulins to avoid seepage of~~  
314 ~~cargo into lower holds. At all times Owners are to be fully responsible for any contamination of cargo loaded~~  
315 ~~under this Charter Party due to completion cargo being carried. Such completion cargo is not to be loaded~~  
316 ~~and discharged at same time as cargo carried under this Charter Party. This part cargo is to be separately~~  
317 ~~stowed by holds from other cargo(es) carried.~~

318  
319 ~~(b) At loading port Notice of Readiness is not to be presented (or accepted) until all compartments into which~~  
320 ~~cargo will be loaded under this Charter Party are actually free and unimpededly available. At discharging~~  
321 ~~port Notice of Readiness is not to be presented (or accepted) until any cargo over stowing or otherwise~~  
322 ~~impeding discharge of cargo under this Charter Party has been discharged or otherwise removed.~~

323  
324 ~~(c) If other cargo is to be loaded and/or discharged at same berth or by means of same shore loading or~~  
325 ~~discharging equipment prior to the cargo under this Charter Party then the notice of readiness under this~~  
326 ~~Charter Party can only be tendered (or accepted) when such other cargo has been finally loaded and/or~~  
327 ~~discharged.~~

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329 ~~(d) — In the event of the vessel stopping loading and/or discharging of cargo under this Charter Party due to the~~  
330 ~~working of cargo(es) not covered by this Charter Party, laytime is to cease from the cessation of loading~~  
331 ~~and/or discharging and only resume on the next working day after completion of loading and/or discharging~~  
332 ~~of the other cargo. If loading and/or discharging may be resumed prior to the next working day then laytime~~  
333 ~~to recommence subject to the usual exceptions contained herein.~~

334  
335 **36. Bagged Cargoes**

336 In the event of bagged cargo being carried the following conditions are deemed to have been accepted by Owners:

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338 ~~(a) — Owners to take adequate precautions in order to protect bagged cargo from damage. If the vessel is not~~  
339 ~~cargo batten fitted Owners to supply and lay at their expense any dunnage and mats and kraft paper~~  
340 ~~necessary to ensure adequate protection of cargo. In any case it is understood that dunnage and/or mats~~  
341 ~~and/or kraft paper must be sufficient to avoid any contact of the bags with plates, frames and beams so as to~~  
342 ~~allow ventilation on the sides and to avoid hold moisture and to avoid bags becoming torn. Before tendering~~  
343 ~~Notice of Readiness Master to take necessary measures to ensure holds are clean dry and odour free and in~~  
344 ~~every way suitable to receive cargo to Charterers surveyors satisfaction.~~

345  
346 ~~(b) — Owners to be responsible for number and condition of bags signed for in accordance with the Bills of Lading.~~

347  
348 ~~(c) — If the cargo is stowed in refrigerator hatches, alleyways, bunker hatches, deeptanks or other awkward places,~~  
349 ~~Owners shall pay the extra labour costs of loading and/or discharging from such places and shall allow~~  
350 ~~Charterers additional laytime for such loading and/or discharging.~~

351  
352 ~~(d) — Clean Mates Receipts to be signed for each parcel when on board, and Master to sign Bills of Lading in~~  
353 ~~accordance therewith as requested by Charterers or Shippers. Master's right to reject any cargo that would~~  
354 ~~involve the clausing of Mates Receipts and/or Bills of Lading.~~

355  
356 **37.** Owners to keep Charterers fully updated of vessels itinerary prior to loading of this cargo and also throughout the  
357 currency of this Charter Party.

358  
359 **38.** At load and/or discharge port, all taxes and/or dues on freight and/or vessel to be for Owners account.  
360 Dues/taxes/wharfage on cargo to be for Charterers account.

361  
362 **39.** All negotiations and fixture to remain strictly private and confidential.

363  
364 **40.** Vessels holds/hatchways to be swept clean, dry, free from loose and flaky rust and/or scale, free from smell and free  
365 of residue of previous cargo and suitable in every respect to receive the intended cargo to Charterers surveyors  
366 satisfaction, prior to tendering Notice of Readiness. Should vessel failed her holds cleanliness inspection, all time from  
367 failing inspection until vessel approval for hold Cleanliness in not to count as laytime or demurrage. Any subsequent  
368 contamination of cargo whilst on board to be for Owners account.

369  
370 **41.** Vessel is to load the cargo and sail safely without requiring any bagging, strapping or securing.

371  
372 **42.** Should the vessel be boycotted, picketed, blacklisted or experience a similar incident at any port or place, by shore  
373 and/or port labour and/or tugboats, and/or pilots, or by government and/or any authority, by reason of the vessel's  
374 flag/registry/manning or ownership or terms and conditions on which member of the officers/crew are employed, or by  
375 reason of trading of this vessel or other vessel under the same ownership, management, operation or control, all direct,  
376 relevant consequences and any extra direct expenses incurred therefrom to be for Owners' account and the  
377 Charterers are entitled to stop laytime or demurrage counting for all time lost by such reasons.

378  
379 ~~43. Owners are to ramnek tape the vessels hatchcovers (where this cargo is loaded) on completion of loading at Owners~~  
380 ~~time and expense.~~

381  
382 **44. Oil Pollution Clause**

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383 Owners agree to indemnify Charterers, their agents, or any other party against liabilities which may be imposed on  
384 them or which they may incur under any statute regarding liability for pollution of waters by oil or other substances, by  
385 reason or any contravention of such statute by the vessel, the Master or any servant or agents of the Owners provided  
386 that such contravention shall not have been caused or contributed to by the party seeking to be indemnified under this  
387 Charter Party. Owners warrant that the vessel is entered in a P&I Club with cover for liabilities arising out of any  
388 contravention as aforesaid. Laytime shall not count nor shall demurrage accrue for any time lost through non-  
389 conformity with the above.

390  
391 **45. Vessel Nomination**

392 Vessel to be subject to rightship approval, fully ISPS compliant and provide a copy of the ISSC (International Ship  
393 Security Certificate).

394  
395 Owners to nominate vessel 7 (seven) days prior to arrival ETA load port same to be subject to Charterers approval  
396 within 24 (twenty four) hours after nomination. Same to be not unreasonably withheld.

397  
398 Owners to substitute performing vessel minimum 7 days prior to vessel's ETA at load port. Such nomination subject to  
399 Charterers' reconfirmation within 1 working day.

400 Owners to provide the following information about the vessel nominated:

- 401
- 402 1) Full name and contact numbers:  
403 Head Owners  
404 Managers  
405 Disponent Owners or Timechartered Owners  
406
  - 407 2) Vessel(s) full description including:  
408 Summer DWT  
409 Summer Draft  
410 Vessels Flag / Year Built  
411 GRT/NRT  
412 Number type and dimensions of hatches  
413 Number, type and swl of cranes  
414 Class society and classification  
415
  - 416 3) Last 5 (five) cargoes carried  
417 Date of last dry dock and what work was undertaken  
418 Last special survey and, was renewal of class given with recommendations (if any)  
419
  - 420 4) Last time the vessel called to an Australian port  
421 Any AMSA (Australian Maritime Safety Authority) detentions or noted deficiencies (if so please advise and  
422 when these items were repaired)  
423

424 **46. RELET**

425 Charterers shall have the right to relet all or part of this Charter Party to others for bulk harmless cargoes or other cargoes  
426 as agreed between Owners and Charterers. Owners not to relet this/these cargoes without the express approval of  
427 Charterers. Such approval not to be unreasonably withheld.  
428  
429

430  
431 **47. BIMCO STANDARD WAR RISKS CLAUSE FOR VOYAGE CHARTERING 1993 (CODE NAME:"VOYWAR 1993")**

- 432
- 433 1) For the purpose of this clause, the words:  
434  
435 (a) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are  
436 charged with the management of the vessel, and its master, and  
437

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- 438 (b) “War Risks” shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil  
439 commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of  
440 hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of  
441 certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or  
442 political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the  
443 Owners, may be dangerous or are likely to be or to become dangerous to the vessel, her cargo, crew or other persons on  
444 board the vessel.
- 445
- 446 2) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or  
447 the Owners, performance of the Contract of Carriage, or any part of it, may expose, or its likely to expose, the Vessel, her  
448 cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling  
449 this contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, or may likely  
450 to expose, the Vessel, her cargo, crew or other persons on board the Vessel to war Risks; provided always that if this  
451 Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports  
452 nominated by the Charterers the Vessel, her cargo, crew or other persons on board the Vessel may be exposed or may  
453 be likely to be exposed to War Risks, the Owners shall first require the Charterers to nominate any other safe port which  
454 lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not  
455 have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.
- 456
- 457 3) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place,  
458 or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to  
459 proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences,  
460 or at any stage of the voyage thereafter before the discharge is completed, that , in the reasonable judgement of the  
461 Master and/or the Owners, the Vessel, her cargo, (or any part thereof), crew or other persons on board the Vessel (or any  
462 one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice  
463 request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of  
464 the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at  
465 any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners  
466 shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at  
467 any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port  
468 and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight  
469 contracted for as the percentage which the extra distance represents to the distance of the normal and customary route,  
470 the Owners having a lien on the cargo for such expenses and freight.
- 471
- 472 4) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of  
473 the master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to  
474 be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily  
475 used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall  
476 give notice to the Charterers that this route will be taken. In this event the Owners shall be the entitled, if the total extra  
477 distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the  
478 percentage which the extra distance represents to the distance of the normal and customary route.
- 479
- 480 5) The vessel shall have liberty:-
- 481
- 482 (a) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of  
483 call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the  
484 Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject,  
485 or any other Government which so requires, or any body or group acting with the power to compel compliance with their  
486 orders or directions;
- 487
- 488 (b) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the  
489 same under the terms of the war risks insurance;
- 490
- 491 (c) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European  
492 Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with

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493 national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of  
494 those who are charged with their enforcement.

- 495  
496 (d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a  
497 contraband carrier;
- 498  
499 (e) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason  
500 to believe that they may be subject to internment, imprisonment or other sanctions;
- 501  
502 (f) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load  
503 other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards  
504 or in a contrary direction to the ordinary or customary route.
- 505  
506 (g) If in compliance with any of the provisions of sub-clauses (2) to (5) of this Clause anything is done or not done, such shall  
507 not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.  
508  
509

For and on behalf of:

**TIANYUAN LOGSITICS SHIPPING (HONG KONG) LIMITED**

For and on behalf of:

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511  
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