



HYDROCHARTER 2017

VOYAGE CHARTER PARTY

PART I

1. Place and date	2. Shipbroker	
3. Owners (full name, address and contact details)	4. Charterers (full name, address and contact details)	
VESSEL AND CARGO		
5. Vessel's name (including type and IMO-number)	6. Vessel details (built/class/flag/GT/NT) / / / /	7. P&I Club
8. Cargo carrying capacity (about in metric tons)	9. Cubic capacity (grain/bale)	
10. Cargo (description and quantity in metric tons)		
FREIGHT, LOADING AND DISCHARGING		
11. Present position	12. ETA Loading Port	
13. Laytime not to commence before	14. Cancelling date	
15. Loading Port(s)/Berth(s)	16. Discharging Port(s)/Berth(s)	
17. Laytime loading and discharging (fill in (a) or (b)) If left blank or not properly filled in (a) shall apply (a) Reversible Total laytime loading and discharging: Type here (b) Non-reversible Laytime loading: Laytime discharging:	18. Notice of readiness (tick the box to apply) If left blank or not properly filled in, sub-clause 5(a) shall apply <input type="checkbox"/> 5(a) SSHINC <input type="checkbox"/> 5(b) SSEX	
	19. Freight rate (per metric ton)	20. Demurrage/Despatch rate /
21. Payment terms	22. Brokerage (% of the amount of freight, deadfreight and demurrage shall be paid by the Owners)	
23. Agents at Loading Port(s)	24. Agents at Discharging Port(s)	
OTHER PROVISIONS		
25. Additional clauses (if any agreed)		
It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein, which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.		
Name and signature (Owners)	Name and signature (Charterers)	

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1. Voyage

It is agreed between the party mentioned in Box 3 as Owners of the Vessel named in Box 5 and the party mentioned as Charterers in Box 4 that the Vessel, being tight, staunch and strong and in every way fitted for the voyage, shall proceed to the port(s) as specified in Box 15 and there load as customary at any available quay, wharf or dock as ordered by Charterers or their agents, or so near thereto as it may safely get and lie, always afloat, a cargo as described in Box 10. Being so loaded the Vessel shall proceed with utmost despatch to the port(s) as specified in Box 16 and there deliver the said cargo at any dock or alongside any quay or wharf as ordered on arrival or so near thereto as it may safely get without lightening and lie, always afloat. Unless otherwise specifically agreed in Box 10, this Charter Party is for a full and complete cargo under deck.

2. Vessel

(a) The Owners shall, before and at the commencement of the voyage and throughout the currency of this Charter Party, exercise due diligence to ensure that the Vessel:

(i) meets all conditions and restrictions prevailing at the port(s), berth(s) and anchorage(s), including approaches;

(ii) is sea- and cargo-worthy, sufficiently manned and in every respect fitted for the voyage;

(iii) is fully fitted to load, stow, carry and discharge the cargo and to trade between the ports;

(iv) is classed highest with Lloyd's Register or its equivalent with a classification society being a member of the International Association of Classification Societies (IACS);

(v) is fully H&M and P&I covered – the latter by a Club being a member of the International Group of P&I Clubs;

(vi) has all relevant and/or necessary certificates and licenses;

(vii) is fully suitable for grab discharge, use of bobcats/bulldozers and wheel loaders, and holds and decks shall be free from any obstructions including, but not limited to, lashing points, raised manholes, sweat battens and fixed stanchions;

(viii) has hatch covers which are of automatic folding type;

(ix) has hatches, hatch covers and hatch coamings that are water tight, and hatch covers and top of hatch coamings shall be free from damage and rust that may affect the water tightness;

(x) has hatches and holds that can be loaded and discharged simultaneously;

(xi) has cargo gears that are in good working order and serving all hatches simultaneously and are tested/certified to work continuously with lifts weighing up to the capacity stated in the Vessel's description and with a minimum outreach from the Vessel's side as declared;

(xii) can supply adequate lighting to allow safe loading and discharging operations at night, free of cost to Charterers/shippers/receivers;

(xiii) is furnished with calibration scale for all tanks; and

(xiv) has a maximum age of 20 years.

(b) The Vessel shall at all times be traceable through the Automatic Identification System (AIS).

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3. Advance notices

- (a) The Owners and/or the Master shall give the following estimated time of arrival (ETA) notices at Loading Port to the shippers or, if not named, the Charterers or their agents:
 - (i) notice of ETA at time of fixture;
 - (ii) 7 and 5 days' notice of ETA;
 - (iii) 72 and 48 hours' notice of ETA; and
 - (iv) 24 hours' definite notice of arrival.
- (b) Upon giving the 5 days' notice, the Master shall declare the exact quantity of cargo required and the stowage plan, failing which the Charterers shall only be responsible for loading a minimum quantity as stated in Box 10.
- (c) After sailing from the Loading Port, the Vessel's position and an updated ETA at the Discharging Port shall be sent every second day. Any delay in ETA exceeding 12 hours shall be reported immediately, failing which the Owners shall be fully responsible for any consequences and/or expenses resulting from such delay.
- (d) Notice shall also be given 72, 48 and 24 hours in advance of ETA at the Discharging Port.

4. Cancelling

- (a) Should the Vessel not have tendered notice of readiness - whether in berth or not - latest by midnight on the cancelling date stated in Box 14, the Charterers shall have the option of cancelling this Charter Party. Such option shall be declared latest once notice of readiness has been given.
- (b) If it appears that the Vessel will be delayed beyond such cancelling date, the Owners shall, as soon as they are in a position to state with reasonable certainty the day within which the Vessel will be ready as above, give notice thereof to the Charterers asking whether they will exercise their option of cancelling. Such option must be declared within 36 running hours (Saturdays, Sundays and holidays excepted) after the receipt of Owners' notice. If Charterers do not exercise their option of cancelling then the third day after the date stated in Owners' notice shall be regarded as a new cancelling date.
- (c) In the event the Charterers cancel the Charter Party or accept late delivery, it shall be without prejudice to any other rights either party may have.

5. Notice of readiness

- (a) *Notice of readiness may be tendered at any time of the day, night, Saturdays, Sundays (or local equivalent) and holidays included ("SSHINC")
- (b) *Notice of readiness may be tendered between 07.00-18.00 hours, Saturdays, Sundays (or local equivalent) and holidays excluded ("SSEX")

*Sub-clauses (a) and (b) are alternatives. Indicate alternative agreed in Box 18. If Box 18 is not filled in, then Sub-clause (a) shall apply.
- (c) Notice of readiness at Loading Port(s) shall be given to the shippers or, if not named, to the Charterers or their agents.
- (d) Notice of readiness at Discharging Port(s) shall be given to the receivers or, if not known, to the Charterers or their agents.

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- (e) Notice of readiness shall be given only when the Vessel is berthed and in all respects ready to load/discharge the cargo. If the loading/discharging berth or place is occupied, the Vessel may tender notice of readiness once it has arrived at the port's customary waiting place or another place as directed by the local authorities, whether customs cleared or not, whether in free pratique or not.
- (f) If, after berthing, free pratique and/or customs clearance is refused, time shall not count as loading/discharging time from such refusal until the moment free pratique and/or customs clearance is granted even if the Vessel is already on demurrage.
- (g) In any case notice of readiness at the Loading Port shall not be tendered before 00.01 hours of the first layday.

6. Commencement of laytime

- (a) For SSHINC ports laytime for loading and discharging shall commence 12 hours after valid notice of readiness has been tendered.
- (b) For SSHEX ports laytime for loading and discharging shall commence at 13.00 hours if written notice of readiness is given up to and including 10.00 hours and at 07.00 hours next working day if notice is given during office hours after 10.00 hours.
- (c) If at Loading/Discharging Port(s) the work commences earlier, half such time actually used shall count from such commencement.

7. Laytime

- (a) The cargo shall be loaded and discharged within the number of running days/hours stated in Box 17, weather permitting.
- (b) In SSHEX ports, time from Friday 17.00 hours till Monday 07.00 hours and time from 17.00 hours on a day preceding a legal or local holiday till 07.00 hours the next working day shall not count, unless used, in which event only half time actually used shall count, unless the Vessel is already on demurrage.
- (c) Time lost in waiting for berth shall count as laytime. Time that would have been lost under the terms of this Charter Party if berth had been available, shall not count.
- (d) Time used from anchorage/waiting berth to loading/discharging berth shall not count, even if the Vessel is already on demurrage.
- (e) If the Vessel is required to shift within a Loading or Discharging Port, time used shall count as laytime. Expenses shall be for Owners' account unless incurred as a result of Charterer's actions or instructions.
- (f) Any time lost due to the Vessel's inability to load or discharge cargo shall not count as laytime or time on demurrage.
- (g) In case of dead-freight, the time allowed for loading and discharging shall be calculated on the basis of tonnage for which freight (including dead-freight) has been paid and not the actual quantity loaded.

8. Loading and discharging

- (a) The cargo shall be loaded, stowed/trimmed and discharged by the Charterers at their risk, responsibility and expense. The stowage plan shall be under the Master's direction and responsibility, but is nevertheless subject to Charterers' approval.
- (b) Shippers and/or receivers and/or Charterers' representatives have the right to be on board the Vessel during its stay in port(s).

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- (c) Before loading, the Owners undertake to have the Vessel's hold(s) cleaned, swept, dried and free from loose rust and all/any remains of previous cargo and in every respect ready to safely load and carry the cargo as described. Notice of readiness to load may be rejected should shippers' and/or Charterers' inspectors find the Vessel's hold(s) in improper condition. If the Vessel is unable to pass inspection, the Owners shall arrange to clean the hold(s) with utmost despatch at Owners' own account and laytime shall cease to count from the time the Vessel is rejected until it is accepted by the shippers' and/or Charterers' inspectors whose fees and expenses shall be paid by the Owners.
- (d) No cargo shall be loaded into deep tanks, bunkers or other compartment not accessible to grabs. Deep tanks, tunnels and all other provisions within the Vessel's holds shall be sheltered against damage by the receivers' grabs, failing which the Owners shall be responsible for such damage.
- (e) Any extra expenses and losses (including loss of time) incurred at the Discharging Port for cargo not being accessible to grabs and/or extra trimming necessary due to the Vessel's construction shall be for the Owners' account.
- (f) The Owners guarantee that the Vessel is free of obstacles, lashing points for containers, raised manholes and doublers in holds and fully suitable for trimming by bobcat/bulldozer.
- (g) The Vessel shall supply, at Owners' account, motive power, derricks, cranes, gins, falls, runners, slings and power to operate all usual deck appliances, including lights, whenever and wherever onboard provided such is permitted by local regulations.
- (h) The Charterers shall have the option to leave the Vessel shovel clean at the Discharging Port. Any sweeping of holds at the Discharging Port shall be performed by the Vessel's crew and be for Owners' account.
- (i) All time lost under this Clause shall not count as laytime or time on demurrage.

9. Vacating berth

- (a) Subject to weather and navigation conditions and port authorities' instructions, the Vessel shall make best endeavours to leave the loading/discharging berth as soon as practically possible after the loading/discharging operation has been completed or upon port authorities' instructions irrespective of whether the loading/discharging operation has been completed.
- (b) If the loading/discharging operation has not been completed and the Vessel is instructed to leave, extra costs involved shall be for the Charterers' account unless such is due to the Owners' and/or the Vessel's breach of this Charter Party.

10. BIMCO North American Advance Cargo Notification Clause for Voyage Charter Parties 2016

1. US Notification Requirements for Voyage Charter Parties

- (a) If the Vessel loads or carries cargo destined for the US or passing through US ports in transit, the Owners shall comply with the current US Customs regulations (19 CFR 4.7) or any subsequent amendments thereto and shall undertake the role of carrier for the purposes of such regulations and shall, in their own name, time and expense:
 - (i) have in place a SCAC (Standard Carrier Alpha Code);
 - (ii) have in place an ICB (International Carrier Bond); and
 - (iii) submit a cargo declaration by AMS (Automated Manifest System) to the US Customs.
- (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.

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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 US Customs Regulations (19 CFR 4.7) shall be without prejudice to the identity of carrier under any bill of lading, other contract, law or regulation.

2. Canadian Notification Requirements for Voyage Charter Parties

- (a) As between Owners and Charterers, Owners shall be deemed to be the Conveyance Operating Carrier for the purposes of the Canada Customs Act and any relevant regulations, memorandums or notices issued by the Canada Border Services Agency ("CBSA").
- (b) Subject to Sub-clause (c) below, Owners will be responsible for obtaining a Marine Carrier Code (Bonded or Non-Bonded) as may be required and for providing the CBSA with the Advance Commercial Information by Electronic Data Interchange or otherwise on a timely basis.
- (c) The Charterers shall provide Owners with all information necessary for the timely and accurate submission of Advance Commercial Information to the CBSA.
- (d) Each party shall indemnify the other party for any and all fines, penalties, expenses, loss, damage, delay or any other claim, including attorney's fees, arising from its failure to comply with this Clause.
- (e) For the avoidance of doubt, nothing contained in this Clause is intended to vary any other provision of this Charter Party as to responsibility for cargo and identity of carrier.

11 Draught survey

- (a) The weight of the cargo will be determined by draught survey in accordance with the instructions set out below. The Owners shall ensure that these instructions are communicated and sent to the Master and the Vessel's agents at the port(s).
- (b) The Vessel shall arrive at the port(s) with a trim not exceeding its ballast tank trim correction tables and without list.
- (c) The Vessel shall furnish the following documents issued by the classification society specifically for draught survey:
 - (i) calibration scales for all tanks (ballast, fresh water, bunker and slop tanks);
 - (ii) a displacement scale table;
 - (iii) a general arrangement plan;
 - (iv) hydrostatic curves and/or data; and

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(v) trim tables and sounding charts.

- (d) Load line marks amidship deck line and draught marks should be cut and marked on the steel plating or welded on. This applies to port, starboard, forward, aft and amidships of the Vessel.
- (e) The Vessel shall not take, pump or switch from one tank to another – ballast, fresh water or bunkers while draught survey is carried out.
- (f) The ballast tanks should be empty or emptied before the survey starts provided the Vessel is capable of remaining in safe trim/condition, unless properly calibrated. Sounding pipes must be intact, free of blockage and readily accessible.
- (g) Loading and/or discharging operations shall not start before draught readings and tank soundings are completed, but time shall count except in case of deficiencies of the Vessel.
- (h) Officers and crew shall fully cooperate with surveyors.
- (i) Failure to present the Vessel in compliance with the required conditions shall result in time not counting even if on demurrage. The Owners shall be liable for reasonable costs incurred by the Charterers on submission of documentary certification of facts and events by marine surveyor.

12. Ballasting and deballasting

- (a) The Vessel shall be capable of ballasting and deballasting without interruption to the continuous loading and discharging operations, otherwise time lost shall not count and any foreseeable expenses accrued, including standby time by stevedores, shall be for the Owners' account.
- (b) At the loading/discharging berth the Master shall not take on board or pump out ballast or switch oil from tank to tank, affect trim and/or draft without informing the agents.
- (c) The Master shall cooperate at all times with the Charterers' reasonable requests regarding ballast and/or trimming.

13. Stevedores and stevedore damage

- (a) Stevedores shall be appointed by Charterers at the Loading and Discharging Ports, but shall work under the supervision of the Master.
- (b) Shore winchmen, if compulsory, shall be for the Charterers' account.
- (c) The Charterers shall be responsible for damage (fair wear and tear excepted) to any part of the Vessel caused by stevedores. The Charterers shall be liable for all costs for repairing such damage and for any time lost, which shall be paid in an amount equivalent to the demurrage rate.
- (d) The Master or the Owners shall notify the Charterers or their agents and the stevedores of any damage as soon as reasonably possible, failing which the Charterers shall not be responsible.
- (e) Stevedore damage affecting seaworthiness shall be repaired without any delay before the Vessel sails from the port where such damage was caused or discovered. Stevedore damage affecting the Vessel's trading capabilities shall be repaired before leaving the last Discharging Port, failing which the Charterers shall be liable for resulting losses. All other damage which is not repaired before leaving the last Discharging Port shall be repaired by the Owners and settled by the Charterers on receipt of Owners' supported invoice.
- (f) Even if the Charterers are ultimately liable, the Owners shall endeavour to settle claims for stevedore damage directly with the stevedores. The Charterers and/or their agents shall assist the Owners in obtaining settlement from stevedores.

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14. Overtime

Overtime shall be for the account of the party ordering the same. However, overtime in respect of officers and crew shall always be for the Owners' account. Overtime, if ordered by port authorities, shall be for the Charterers' account.

15. Owners' liability for damage

Save to the extent otherwise in this Charter Party expressly provided, the Owners shall be responsible for damage (beyond ordinary wear and tear) caused by the Vessel or its equipment whilst operated by the Vessel's crew to the loading or discharging berth(s) or to barges, if any, used for cargo operations, as well as damage caused to the Charterers' loading/discharging appliances, provided always that written notice of such damage is given to the Master at the time of occurrence. Time lost as a result of such damage shall not count as laytime, but only to the extent that cargo operations are prevented or delayed thereby.

16. Oil pollution

1. International Group of P&I Clubs Oil Pollution Indemnity Clause for Penalties and Fines

(a) Subject to the terms of this Charter Party, as between Owners and Charterers, in the event of an oil pollution incident involving any discharge or threat of discharge of oil, oily mixture, or oily residue from the Vessel (the "Pollution Incident"), Owners shall have sole responsibility for responding to the Pollution Incident as may be required of the vessel interests by applicable law or regulation.

(b) Without prejudice to the above, as between the parties it is hereby agreed that:

(i) Owners shall indemnify, defend and hold Charterers harmless in respect of any liability for criminal fine or civil penalty arising out of or in connection with a Pollution Incident, to the extent that such Pollution Incident results from a negligent act or omission, or breach of this Charter Party by Owners, their servants or agents,

(ii) Charterers shall indemnify, defend and hold Owners harmless in respect of any liability for criminal fine or civil penalty arising out of or in connection with a Pollution Incident, to the extent that such Pollution Incident results from a negligent act or omission, or breach of this Charter Party by Charterers, their servants or agents,

provided always that if such fine or penalty has been imposed by reason wholly or partly of any fault of the party seeking the indemnity, the amount of the indemnity shall be limited accordingly and further provided that the law governing the Charter Party does not prohibit recovery of such fines.

(iii) The rights of Owners and Charterers under this Clause shall extend to and include an indemnity in respect of any reasonable legal costs and/or other expenses incurred by or awarded against them in respect of any proceedings instituted against them for the imposition of any fine or other penalty in circumstances set out in paragraph (b), irrespective of whether any fine or other penalty is actually imposed.

(c) Nothing in this Clause shall prejudice any right of recourse of either party, or any defences or right to limit liability under any applicable law.

(d) Charterers shall procure that this Clause be incorporated into all sub-charters and contracts of carriage issued pursuant to this Charter Party.

2. Demurrage for oil pollution

No liability for demurrage shall arise from any delay or loss of time to the Vessel at the Loading Port(s) and/or Discharging Port(s) caused by oil pollution as mentioned in this Clause nor shall any time lost due to such oil pollution count as laytime.

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17. Payment of freight

- (a) The freight at the rate stated in Box 19 shall be paid calculated on the cargo quantity stated in the bills of lading by bank transfer. Recipient of freight shall be the same legal entity as stated in Box 3 (not subsidiary, agent etc.).
- (b) Freight payable with 90% within 5 banking days after signing and releasing bills of lading. Balance, including demurrage and despatch, shall be settled after right and true delivery, and after receipt and agreement of the Owners' final account, including laytime calculations. Full freight deemed earned on right and true delivery of the cargo.
- (c) Neither the Owners nor their agents shall be required to sign or endorse bills of lading showing freight prepaid unless the freight due to Owners has actually been received.
- (d) All duties, taxes and charges on the Vessel, flag, crew and/or freight, if any, shall be for Owners' account.
- (e) All duties, taxes and charges on cargo, if any, shall be for Charterers' account.

18. Brokerage

A brokerage commission at the rate stated in Box 22 on the freight, deadfreight and demurrage earned shall be paid by the Owners to the shipbroker stated in Box 2.

19. Bills of lading

Bills of lading shall be signed by the Master or the Owners' authorised agents as per the HYDROBILL 2017 bill of lading form, without prejudice to this Charter Party.

20. Lien

The Owners shall have a lien on the cargo for freight, deadfreight and demurrage.

21. Agency

- (a) The Owners shall appoint agents nominated by the Charterers.
- (b) Pilots and/or other persons engaged for the Vessel's movements and/or business are to be considered servants of the Owners.

22. Paramount

- (a) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading of 1924 as amended by the protocol of 1968 (the "Hague-Visby Rules") and the protocol of 1979 (the "SDR Protocol") shall apply to this Charter Party, and Owners and Charterers are entitled to the benefit of all privileges and immunities contained therein.
- (b) In trades where the responsibility provisions of the Norwegian Maritime Code are compulsorily applicable, they shall apply to the Charter Party. In trades where the responsibility provisions of the law of any other country are compulsorily applicable to this Charter Party, such provision shall apply.
- (c) In all trades cargo carried on deck and cargo in Owners' custody prior to loading and after discharging shall be subject to the same terms as above provided for cargo under deck and for the carriage itself.
- (d) The provisions of this Charter Party shall prevail over those of any legislation unless such is compulsory.

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23. Deviation

Any deviation in saving or attempting to save life or property at sea, or any reasonable deviation, shall not be deemed to be an infringement of this Charter Party, and Owners shall not be liable for any loss or damage resulting therefrom.

24. Misrepresentation

- (a) If any misrepresentation has been made regarding the description of the Vessel in this Charter Party and/or its position, the Charterers shall have the right to claim compensation for any loss or damage resulting therefrom.
- (b) Should there be any change in the Vessel's ETA as stated in Box 12, the Owners shall notify the Charterers and, if known, the shippers thereof by written notice as soon as such change becomes known to them. If such notification is not given, the Charterers shall have the right to claim compensation for any loss or damage resulting therefrom.

25. Force majeure

- (a) Neither party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent the party invoking force majeure is prevented or hindered from performing any or all of their obligations under this Charter Party, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions:
 - (i) acts of God;
 - (ii) any government requisition, control, intervention, requirement or interference;
 - (iii) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;
 - (iv) riots, civil commotion, blockades or embargoes;
 - (v) epidemics;
 - (vi) earthquakes, landslides, floods or other extraordinary weather conditions;
 - (vii) fire, accident, explosion except where caused by negligence of the party seeking to invoke force majeure;
 - (viii) major breakdown of any plant;
 - (ix) port closure; or
 - (x) any other similar cause beyond the reasonable control of either party.
- (b) The party seeking to invoke force majeure shall notify the other party in writing within 2 working days of the occurrence of any such event/condition.

26. Boycott

In the event of a boycott (whether legal or not) being imposed due to the Vessel's flag, ownership, nationality of the crew, terms under which the crew is employed, requirements of the International Transport Workers' Federation or labour conditions onboard, time lost as a consequence thereof shall not count as laytime, even if the Vessel is on demurrage, and the Owners shall be responsible for all costs and consequences resulting therefrom.

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27. BIMCO Strike Clause

- (a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, when the Vessel is ready to proceed from its last port or at any time during the voyage to the port or ports of loading or after its arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.
- (b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after the Vessel's arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where it can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the bill of lading shall apply and the Vessel shall receive the same freight as if it had discharged at the original port of destination, except that if the distance to the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.
- (c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lockouts preventing or affecting the actual loading or discharging of the cargo.

28. Both-to-Blame Collision Clause

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot or the servants of the carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying vessel or its owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or its owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or its owners as part of their claim against the carrying vessel or carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

29. General Average and New Jason Clause

- (a) General average shall be adjusted, stated and settled in Oslo according to the York-Antwerp Rules 2016.
- (b) If general average is to be adjusted in accordance with the law and practice of the United States of America, the following Clause shall apply:

“In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Owners in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Owners before delivery.”

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30. BIMCO War Risks Clause for Voyage Chartering (“VOYWAR 2013”)

- (a) For the purpose of this Clause, the words:
- (i) “Owners” shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
 - (ii) “War Risks” shall include any actual, threatened or reported: War, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy and/or violent robbery and/or capture/seizure (hereinafter “Piracy”); acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the government of any state or territory whether recognised or not, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or may become dangerous to the Vessel, cargo, crew or other persons on board the Vessel.
- (b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Charter Party, or any part of it, may expose the Vessel, cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Charter Party, or may refuse to perform such part of it as may expose the Vessel, cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Charter Party provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, cargo, crew, or other persons on board the Vessel may be exposed to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.
- (c) The Owners shall not be required to continue to load cargo for any voyage, or to sign bills of lading, waybills or other documents evidencing contracts of carriage for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, cargo, crew or other persons on board the Vessel may be exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Charter Party. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the Loading Port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.
- (d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, cargo, crew or other persons on board the Vessel may be exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.

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(e)

(i) The Owners may effect War Risks insurance in respect of the Vessel and any additional insurances that Owners reasonably require in connection with War Risks and the premiums therefor shall be for their account.

(ii) If, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Charter Party, the Vessel proceeds to or through any area or areas exposed to War Risks, the Charterers shall reimburse to the Owners any additional premiums required by the Owners' insurers. If the Vessel discharges all of its cargo within an area subject to additional premiums as herein set forth, the Charterers shall further reimburse the Owners for the actual additional premiums paid from completion of discharge until the Vessel leaves such area or areas. The Owners shall leave the area or areas as soon as possible after completion of discharge.

(iii) All payments arising under this Sub-clause (e) shall be settled within fifteen (15) days of receipt of Owners' supported invoices.

(f) The Vessel shall have liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the government of the nation under whose flag the Vessel sails, or other government to whose laws the Owners are subject, or any other government of any state or territory whether recognised or not, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the requirements of the Owners' insurers under the terms of the Vessel's insurance(s);

(iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

(iv) to discharge at any alternative port any cargo or part thereof which may expose the Vessel to being held liable as a contraband carrier;

(v) to call at any alternative port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment, detention or similar measures;

(vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.

(g) 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.

(h) When acting in accordance with any of the provisions of Sub-clauses (b) to (f) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party.

31. BIMCO Piracy Clause for Single Voyage Charter Parties 2013

(a) If, after entering into this Charter Party, in the reasonable judgement of the Master and/or the Owners, any port, place, area or zone, or any waterway or canal (hereinafter "Area") on any part of the route which is normally and customarily used on a voyage of the nature contracted for becomes dangerous, or the level of danger increases, to the Vessel, 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"), the Owners shall be entitled to take a reasonable alternative route to the discharging port and, if they so decide, immediately give notice to the

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Charterers that such route will be taken. Should the Vessel be within any such place as aforesaid which only becomes dangerous, after entry, it shall be at liberty to leave it.

- (b) In any event, if the Vessel proceeds to or through an Area exposed to the risk of Piracy the Owners shall have the liberty:
- (i) to take reasonable preventative measures to protect the Vessel, crew and cargo including but not limited to re-routing within the Area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel and/or deploying equipment on or about the Vessel (including embarkation/disembarkation);
 - (ii) to comply with the requirements of the Owners' insurers under the terms of the Vessel's insurance(s);
 - (iii) to comply with all orders, directions, recommendations or advice given by the government of the nation under whose flag the Vessel sails, or other government to whose laws the Owners are subject, or any other government, body or group (including military authorities) whatsoever acting with the power to compel compliance with their orders or directions; and
 - (iv) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.
- (c) This Clause shall be incorporated into any bill of lading, waybills or other documents evidencing contracts of carriage (hereinafter "Contracts of Carriage") issued pursuant to this Charter Party. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the Master signing Contracts of Carriage as presented to the extent that the terms of such Contracts of Carriage impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Clause.
- (d) 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 the Charter Party, this Clause shall prevail.

32 Privately contracted security personnel

Any decision to employ private contractors, including a private maritime security company to provide security personnel, armed or unarmed and/or privately contracted security personnel on board the Vessel shall always be made in compliance with and pursuant to guidelines and recommendations issued by the International Maritime Organization (IMO) and any relevant rules and regulations such as the applicable law of the flag state.

33. Sanctions

- (a) The Owners and the Charterers undertake that in the performance of this Charter Party they shall not breach, or expose each other to the risk of being in breach of, any sanction or prohibition imposed by any state, supranational or international governmental organisation (together "Sanctions").
- (b) No payments will be made in contravention of any such Sanctions and cargo in the Owners' care shall in case of breach of any Sanctions immediately be delivered pursuant to the Charterers' reasonable instructions.
- (c) The Owners and/or Charterers, as the case may be, shall be responsible for all costs and/or consequences of any violation of this Clause.

34. BIMCO Designated Entities Clause for Charter Parties

- (a) The provisions of this Clause shall apply in relation to any sanction, prohibition or restriction imposed on any specified persons, entities or bodies including the designation of specified vessels or fleets under United Nations

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Resolutions or trade or economic sanctions, laws or regulations of the European Union or the United States of America.

- (b) Owners and Charterers respectively warrant for themselves (and in the case of any sublet, Charterers further warrant in respect of any sub-charterers, shippers, receivers, or cargo interests) that at the date of this fixture and throughout the duration of this Charter Party they are not subject to any of the sanctions, prohibitions, restrictions or designation referred to in Sub-clause (a) which prohibit or render unlawful any performance under this Charter Party or any sublet or any bills of lading. Owners further warrant that the nominated vessel, or any substitute, is not a designated vessel.
- (c) If at any time during the performance of this Charter Party either party becomes aware that the other party is in breach of warranty as aforesaid, the party not in breach shall comply with the laws and regulations of any government to which that party or the Vessel is subject, and follow any orders or directions which may be given by any body acting with powers to compel compliance, including where applicable the Owners' flag state. In the absence of any such orders, directions, laws or regulations, the party not in breach may, in its option, terminate the Charter Party forthwith or, if cargo is on board, direct the Vessel to any safe port of that party's choice and there discharge the cargo or part thereof.
- (d) If, in compliance with the provisions of this Clause, anything is done or is not done, such shall not be deemed a deviation but shall be considered due fulfilment of this Charter Party.
- (e) Notwithstanding anything in this Clause to the contrary, Owners or Charterers shall not be required to do anything which constitutes a violation of the laws and regulations of any state to which either of them is subject.
- (f) Owners or Charterers shall be liable to indemnify the other party against any and all claims, losses, damage, costs and fines whatsoever suffered by the other party resulting from any breach of warranty as aforesaid.
- (g) Charterers shall procure that this Clause is incorporated into all sub-charters, contracts of carriage and bills of lading issued pursuant to this Charter Party.

35. Compliance and corporate social responsibility (CSR)

- (a) Owners and Charterers undertake that in the performance of this Charter Party they shall comply with all applicable laws and regulations, respect the protection of human rights and internationally accepted labour standards, they shall not use child or forced labour or discriminate in respect of employment, they shall avoid conflicts of interest and respect the environment.
- (b) Owners and Charterers undertake that they will not make, offer or authorize any payment, gift, promise or other advantage, in relation to the service, whether directly or indirectly, to or for the benefit of any public official, third party or personnel of the other party in order to obtain or retain business.
- (c) Owners and Charterers shall actively promote and seek to ensure compliance with the above mentioned principles and rules in and amongst their servants, sub-contractors and other partners.

36 BIMCO Anti-Corruption Clause for Charter Parties

- (a) The parties agree that in connection with the performance of this Charter Party they shall each:
 - (i) comply at all times with all applicable anti-corruption legislation and have procedures in place that are, to the best of its knowledge and belief, designed to prevent the commission of any offence under such legislation by any member of its organisation or by any person providing services for it or on its behalf; and
 - (ii) make and keep books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions in connection with this Charter Party.

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- (b) If a demand for payment, goods or any other thing of value (“Demand”) is made to the Master or the Owners by any official, any contractor or sub-contractor engaged by or acting on behalf of Owners or Charterers or any other person not employed by Owners or Charterers and it appears that meeting such Demand would breach any applicable anti-corruption legislation, then the Master or the Owners shall notify the Charterers as soon as practicable and the parties shall cooperate in taking reasonable steps to resist the Demand.
- (c) If, despite taking reasonable steps, the Demand is not withdrawn, the Master or the Owners may issue a letter of protest, addressed or copied to the Charterers. If the Master or the Owners issue such a letter, then, in the absence of clear evidence to the contrary, it shall be deemed that any delay to the Vessel is the result of resisting the Demand and (as applicable):
- (i) the Vessel shall remain on hire; or
 - (ii) any time lost as a result thereof shall count as laytime or (if the Vessel is already on demurrage) as time on demurrage.
- (d) If either party fails to comply with any applicable anti-corruption legislation it shall defend and indemnify the other party against any fine, penalty, liability, loss or damage and for any related costs (including, without limitation, court costs and legal fees) arising from such breach.
- (e) Without prejudice to any of its other rights under this Charter Party, either party may terminate this Charter Party without incurring any liability to the other party if
- (i) at any time the other party or any member of its organisation has committed a breach of any applicable anti-corruption legislation in connection with this Charter Party; and
 - (ii) such breach causes the non-breaching party to be in breach of any applicable anti-corruption legislation.
- Any such right to terminate must be exercised without undue delay.
- (f) Each party represents and warrants that in connection with the negotiation of this Charter Party neither it nor any member of its organisation has committed any breach of applicable anti-corruption legislation. Breach of this Subclause (f) shall entitle the other party to terminate the Charter Party without incurring any liability to the other.

37. Drugs and alcohol policy

The Owners warrant that they have a policy on drugs and alcohol abuse applicable to the Vessel which meets or exceeds the standards stated in the International Convention on Standards of Training, Certification and Watchkeeping, 1978, as amended. The Owners further warrant that this policy will remain in effect during the term of this Charter Party and that the Owners will exercise due diligence to ensure that the policy is complied with.

38. BIMCO ISPS/MTSA Clause for Voyage Charter Parties 2005

- (a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and “the Company” (as defined by the ISPS Code).

If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the “Owner” (as defined by the MTSA).

(ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).

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(iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account, except as otherwise provided in this Charter Party.

(b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA.

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

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

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

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

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

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

39. BIMCO Ice Clause for Voyage Charter Parties

The Vessel shall not be obliged to force ice but, subject to the Owners' approval having due regard to its size, construction and class, may follow ice-breakers.

(a) Loading Port:

(i) If at any time after setting out on the approach voyage the Vessel's passage is impeded by ice, or if on arrival the Loading Port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof and request them to nominate a safe and accessible alternative port.

If the Charterers fail within 48 running hours, Sundays and holidays included, to make such nomination or agree to reckon laytime as if the port named in the contract were accessible or declare that they cancel the Charter Party, the Owners shall have the option of cancelling the Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earnings under this Charter Party.

(ii) If at any Loading Port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo loaded on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for the Owners' account.

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(b) Discharging Port:

(i) If the voyage to the Discharging Port is impeded by ice, or if on arrival the Discharging Port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessel waiting until the port is accessible against paying compensation in an amount equivalent to the rate of demurrage or of ordering the Vessel to a safe and accessible alternative port.

If the Charterers fail to make such declaration within 48 running hours, Sundays and holidays included, of the Master or Owners having given notice to the Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the cargo.

(ii) If at any Discharging Port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo remaining on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to the nearest safe and accessible port and there discharge the remaining cargo.

(iii) On delivery of the cargo other than at the port(s) named in the Charter Party, all conditions of the bill of lading shall apply and the Vessel shall receive the same freight as if discharge had been at the original port(s) of destination, except that if the distance of the substituted port(s) exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately.

40. BIMCO Solid Bulk Cargoes that Can Liquefy for Charter Parties

(a) The Charterers shall ensure that all solid bulk cargoes to be carried under this Charter Party are presented for carriage and loaded always in compliance with applicable international regulations, including the International Maritime Solid Bulk Cargoes (IMSBC) Code 2009 (as may be amended from time to time and including any recommendations approved and agreed by the IMO).

(b) If the cargo is a solid bulk cargo that may liquefy, the Charterers shall prior to the commencement of loading provide the Vessel's Master, or the Master's representative, with all information and documentation in accordance with the IMSBC Code, including but not limited to a certificate of the Transportable Moisture Limit (TML), and a certificate or declaration of the moisture content, both signed by the shipper.

(c) The Owners shall have the right to take samples of cargo prior to loading and, at Charterers' request, samples to be taken jointly, testing of such cargo samples shall be conducted jointly between Charterers and Owners by an independent laboratory that is to be nominated by Owners. Sampling and testing shall be at the Charterers' risk, cost, expense and time. The Master or Owners' representative shall at all times be permitted unrestricted and unimpeded access to cargo for sampling and testing purposes.

If the Master, in his or her sole discretion using reasonable judgement, considers there is a risk arising out of or in connection with the cargo (including but not limited to the risk of liquefaction) which could jeopardise the safety of the crew, the Vessel or the cargo on the voyage, he shall have the right to refuse to accept the cargo or, if already loaded, refuse to sail from the Loading Port or place. The Master shall have the right to require the Charterers to make safe the cargo prior to loading or, if already loaded, to offload the cargo and replace it with a cargo acceptable to the Master, all at the Charterers' risk, cost, expense and time. The exercise by the Master of the aforesaid rights shall not be a breach of this Charter Party.

(d) Notwithstanding anything else contained in this Charter Party, all loss, damage, delay, expenses, costs and liabilities whatsoever arising out of or related to complying with, or resulting from failure to comply with, such regulations or with Charterers' obligations hereunder shall be for the Charterers' account. The Charterers shall indemnify the Owners against any and all claims whatsoever against the Owners arising out of the Owners complying with the Charterers' instructions to load the agreed cargo.

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- (e) This Clause shall be without prejudice to the Charterers' obligations under this Charter Party to provide a safe cargo. In relation to loading, anything done or not done by the Master or the Owners in compliance with this Clause shall not amount to a waiver of any rights of the Owners.

41. Assignment

Neither party may assign, novate, or otherwise transfer or sublet any of its rights or obligations under or in connection with this Charter Party without the prior consent of the other party, which shall not be unreasonably delayed, withheld or refused.

42. Notices

- (a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.
- (b) For the purposes of this Charter Party, "in writing" shall mean by electronic mail unless otherwise agreed.

43. Governing law and jurisdiction

If not otherwise provided for in this Charter Party, any disputes shall be brought before the Oslo District Court and Norwegian Law shall apply.

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