

1 International Chartering Services, Inc.
2 Tel: 201 604 8585
3 Email: supramax@infreco.com
4
5
6

7 CARGO EXCLUSIONS:

8 All commodities as listed in latest IMDG Code 2010 edition and/or any subsequent
9 amendments or modifications thereof and all commodities as listed under IMSBC Code
10 January 2011 or latest amendment thereto of Appendix 1 of Group B and Group A and any
11 cargo which is classed "MHB" or has an IMO Class or a U.N. Number in the latest IMSBC
12 Code January 2011 Code, Code of Safe Practice for Solid Bulk cargoes and/or any
13 subsequent amendments or modifications thereof and any cargoes of a dangerous,
14 injurious, flammable or corrosive nature.

15
16 The following cargoes are also excluded: ammonium phosphates, arms and explosives of
17 all types, automobiles, container cargo, bones/bonemeal, cold and hot briquetted iron
18 ore (HBI/CBI and DRI), bulk cement, bulk cement clinkers, bagged cement, bagged
19 cement clinkers, clay including ilmenite clay in bulk, cobblestones, concentrates,
20 metallic fines but iron ore fines allowed, ferro phosphorus, ferrous metals/borings/
21 shavings/turnings/cuttings, ferro silicon including silicon manganese, fluorspar,
22 fishmeal, granite blocks, hides wet or otherwise, chemicals and waste of all kind
23 (industrial/residential/furnace/toxic), lime, quicklime, livestock, logs all types,
24 packaged lumber and timber, manioc, mobile homes/prefabs/deck cargo, nickel ore,
25 nitrates of all kinds but Chilean nitrates and ammonium nitrate (UN 2071) is allowed
26 provided stowed in accordance with IMDG Code - Vessel is equipped with A60 Bulkhead,
27 peat moss, petroleum and its products but petcoke allowed, pig iron, pitch in bulk,
28 pitch prill, potassium chloride, pyrites, nuclear and radioactive products, resin,
29 milled rice/bagged rice, salt, saw dust, scrap all types, silica sand, sodium
30 sulfate, sulphur, seed cake - but Group C "Seed Cake UN 1386(B) or UN 2217" of IMSBC
31 Code January 2011 allowed (DDGS See below), oilseed expellers including extractions,
32 tapioca, tankage, tobacco, any cargo which is loaded 'hot', waste paper, wood pulp
33 pellets, yachts.

34
35 No cargo to be loaded that will exceed the described tanktop strength of the tank
36 tops.

37
38 Any cargo requiring lime washing or recommended for lime washing by local
39 authorities. Any cargo except Salt in Bulk or Sulphur in Bulk as per Protective
40 Clause below.

41
42 Iron ore and/or iron ore pellets and/or iron ore concentrates in bulk to be allowed
43 always excluding DRI/DRIP, sponge iron and CBI/HBI, always loaded in holds within
44 vessel's natural segregations. Cargo to be loaded/carried and discharged in
45 accordance with IMDG Code 2010/IMSBC Code January 2011 recommendations/ regulations.
46 The moisture content not to exceed the maximum allowable transportable moisture limit
47 (TML) under IMDG/IMSBC Code regulations. Charterers/Shippers to supply laboratory
48 analysis/certificate of transportable moisture limit and cargo moisture content
49 evidencing cargo compliance with latest IMDG/IMSBC Code regulations. In the event
50 that Charterers are not able to supply the aforementioned (TML) Certificate, then
51 Owners will arrange for F.M.P., TML and moisture content testing by an independent
52 surveyor in conjunction with their P & I Club at a cost to be evenly split between
53 Owners and Charterers. If loading iron ore for China, Charterers to ensure that they
54 provide all the necessary documentation as aforementioned (TML and FMP) as well as
55 confirmation that the "FE" content of the cargo meets the current requirements for
56 allowable imports into China as per regulations in effect at the time of loading.
57

58 Vessel is not electrically ventilated and no cargoes allowed where ventilation is
59 recommended or suggested by IMDG/IMSBC Code.
60
61 All cargoes to be loaded/carried and discharged in accordance with latest IMDG/IMSBC
62 Code recommendations/regulations.
63
64 Packaged lumber and timber allowed but under deck only.
65
66 DDGS can be loaded at U.S. ports as a Group "C" cargo, as long as Owners are provided
67 by Charterers with a copy of the United States Coast Guard authorization letter and
68 the cargo complies with the terms therein.
69
70 If Charterers require option to load steel, then Owners and Charterers to split the
71 cost of a precondition survey. The results of said survey to be inserted on mates
72 receipts. If vessel loads Black Sea or nearby then Charterers to warrant that cargo
73 is non radioactive.
74
75 Coal always to be loaded strictly in accordance with IMDG/IMSBC Code.
76
77 Vessel is not to be employed in carriage of steel slabs which employs California
78 Block Stowage or Vertical Block Stowage.
79
80 It is understood that for all cargoes loaded under this period charter, Owners/Master
81 shall not be held responsible for passing hold inspection for loading next cargo or
82 for delivery to next sub-charterers and if necessary Charterers to arrange for shore
83 cleaning gangs in the event the vessel's crew is unable to perform the cleaning as
84 per Charterers' time constraints. Understood vessel to always remain on-hire.
85
86 The following cargoes even though excluded above are to be allowed provided
87 loaded/carried/discharged in accordance with the appropriate clause below:
88 - cobblestones
89 - pig iron
90 - bulk and bagged sugar
91 - any cargo which is loaded 'hot'
92 - bulk cement clinkers
93 - concentrates excluding nickel ore
94 - petcoke
95 - salt
96 - shredded scrap
97 - sulphur allowed but only if formed into prills, granules or pellets excluding
98 Sulphur UN 1350.
99
100 Dirty Cargoes - ***Maximum number of dirty cargoes are stated in main terms.***
101 Dirty cargoes are noted below. None of these cargoes to be the last cargo. No more
102 than two (2) of the cargoes to be carried consecutively during this Charter Party.
103
104 Soft Loading Clause for Pig Iron/Cobblestones/Shredded Scrap:
105 The loading and discharging requirements of the Master shall be fully complied with
106 so as to prevent any damage to the vessel during the loading and discharging of the
107 pig iron/cobblestones/shredded scrap at Charterers' time and expense, including such
108 practice that the first layers of the cargo shall be loaded softly and slowly and the
109 grabs are to be lowered to the tank tops before being released until the height of
110 the cargo reaches at least about 2 (two) Meters above the tank top (that is until an
111 adequate cushion is formed prior loading the balance of the cargo to the Master's
112 entire satisfaction). As the density of the cargo is extremely high, care should be
113 taken to ensure that the cargo is evenly spread across the tank top to equalize the
114 weight distribution. Cargo is not to be piled in the center of the hatch during
115 loading. Cargo to be trimmed to Master's satisfaction so as to minimize the risk of

116 shifting and to ensure that adequate stability to be maintained throughout the
117 voyage.

118
119 Sugar bulk and bagged - allowed but not last two cargoes. Add following Black Sea
120 Bulk Sugar Discharge Clause which to apply:
121 Following steps will be taken for the carriage of bulk sugar to the Black Sea.
122 Immediately upon completion of loading, the holds should be sealed in the presence of
123 surveyors representing each concerned party. At the first discharge port the seals
124 should be broken in the presence of surveyors representing all parties. Also draft
125 surveys at the load port(s), prior to discharge and on completion of discharge at
126 each discharge port by an independent surveyor appointed by Owners in coordination
127 with their P & I Club. Also an 'Empty Hold Certificate' will be issued upon
128 discharge completion. If all of the foregoing has been observed then the Owners not
129 to be responsible for any shortage claims in the Black Sea, Red Sea, Arabian Gulf and
130 Indian ports provided the Bill of Lading survey is compatible at loading port and
131 survey at first discharge port is compatible with survey at loading port then Owners
132 not to be responsible for any shortage claim and same to be settled directly between
133 Charterers and Receivers.

134
135 The following clause to apply to any other cargo which is loaded 'hot':
136 It is understood that in the case of Charterers electing to load cargoes which need
137 to cool or cure before loading, that Charterers to supply, if required, certificates
138 that the cargo is not over 15 degrees C over the ambient temperature. If Charterers
139 unable to supply same then the owners may appoint a P & I surveyor at Charterers'
140 expense who will sample the cargo to attest to transportable temperature.

141
142 Protective Clauses:

143 1. Bulk Cement Clinkers Clause - Dirty cargo - Maximum ++
144 Cement clinker not to be carried in last two (2) cargoes.
145 A) After loading Charterers undertake to arrange at their expenses any special/extra
146 trimming and/or leveling of cargo to Master's satisfaction and also Charterers to
147 give reasonable time to allow for the cargo to settle and any air to escape before
148 Vessel's departure from loading berth/port.
149 B) Any extra expenses resulting therefrom/incurred thereby and any detention through
150 any of above causes to be for Charterers' account. The liberty granted to Charterers
151 herein is subject to Charterers' guarantee that the above-mentioned commodities will
152 be not carried in consecutive shipments/voyages. Owners have right to withdraw the
153 liberty granted to Charterers herein case of any breach of above by Charterers.

154
155 Hold Cleaning Clause for Bulk Cement Clinkers:
156 Charterers are to wash all holds by fresh water immediately after completion of
157 discharge and thoroughly remove residues and cement dust in holds, deck and hatch
158 covers at Charterers' time and expenses to Master's satisfaction. Hold
159 washings/bilge water not to be pumped through ship's bilge lines but to be pumped
160 lawfully overboard via a submersible pump supplied by Charterers if same not on
161 board. Crew may be requested by Charterers to assist hold cleaning. Charterers are
162 still to be responsible for the removal for the dirty water after hold cleaning.
163 Charterers to pay the Owners U.S. \$4,000.00 additional bonus beyond normal in lieu of
164 hold cleaning for each hold for such assistance.

165
166 2. Petcoke Protective Clause - Dirty cargo - Maximum ++
167 A) Petroleum coke mentioned herein is only limited to the type of non-hazardous/non-
168 dangerous green delayed type and/or calcined type.
169 B) Such cargo to be loaded/stowed/trimmed/discharged strictly accordance to latest
170 IMDG/IMSBC Code and/or any other latest regulations/rules applicable to such cargo.
171 C) Should any additional/special wash down of holds before loading be reasonable
172 recommended/proposed/required by Master, Charterers undertake to arrange the same at
173 their time/expense.

174 D) After discharging, Charterers to arrange at their own time/expenses of any
175 additional/chemical wash down of holds as Master consider it necessary/reasonable. If
176 Charterers use vessel's crew to clean cargo holds after discharge of petcoke,
177 Charterers to pay extra bonus U.S. \$4,000.00 apart from normal intermediate holds
178 cleaning. Owners may elect to apply "hold block" to the vessel's holds before
179 loading and if applied cost of same to be shared evenly between Owners and Charterers
180 and understood that Charterers to arrange with cargo suppliers to accept the vessel's
181 being tendered with "hold block" applied.

182

183 3. Salt Protective Clause - Dirty cargo - Maximum ++

184 1) Before loading, all holds assigned for salt to be lime washed or in Charterers'
185 option hold block applied by Charterers at their time/ expenses/risk to the
186 satisfaction of Master and independent Surveyors appointed by Charterers at their
187 time/expenses.

188 2) Cargo to be loaded/stowed/trimmed/discharging strictly according to latest
189 IMDG/IMSBC Code and or any other latest regulations/rules applicable to such cargo.

190 3) All fresh water used for irrigation onto salt during loading/voyage/discharging
191 to be for Charterers' account.

192 4) After discharge, Charterers to undertake thorough cleaning of holds including
193 removal of lime wash coating and to supply sufficient fresh water at their expense
194 for washing down of all holds to the satisfaction of Master.

195 5) Charterers are allowed to use ships crew to perform lime washing and removal of
196 same and repainting as necessary against paying U.S. \$2,000.00 lumpsum besides normal
197 intermediate hold cleaning.

198

199 4. Sulphur Protective Clause - Dirty cargo - Maximum ++

200 Charterers are permitted to carry cargoes of sulphur of prilled, granule or pellet
201 type (not UN 1350) only for whole period (whether it be full or part cargo), during
202 the entire currency of Charter on following conditions:

203 A) Before loading, all holds assigned for sulphur to be coated with Hold Bloc by
204 Charterers at their time/expense/risk to the satisfaction of Master and independent
205 Surveyors appointed by Charterers at their time/expenses.

206 B) Cargo to be loaded/stowed/trimmed/discharged strictly according to latest
207 IMDG/IMSBC Code and/or any other latest regulations/rules applicable to such cargo.

208 C) All fresh water used for irrigation onto sulphur during
209 loading/voyage/discharging to be for Charterers' account.

210 D) After discharge Charterers to supply fresh water at their expense for washing
211 down of all holds.

212 E) Charterers are allowed to use ship's crew to perform hold cleaning and removal of
213 hold bloc and re-painting as necessary against paying U.S. \$2,000.00 besides normal
214 intermediate hold cleaning.

215

216 5. Concentrates Protective Clause - Maximum ++

217 Concentrates, although not considered dirty cargo, to be carried under the following
218 conditions:

219 Vessel is to load concentrates at United States West Coast, Australia, Chile, West
220 Coast Canada and Peru only for maximum shipments stated above per year or otherwise
221 agreed but not to be considered dirty cargo for number of dirties or days with dirty
222 cargoes.

223 A) For loading concentrates the stowage to be within Vessel's stability and strength
224 permission. All necessary separation and costs if required to be properly erected up
225 to surveyor's and Master's satisfaction at Charterers' expense and time and cargo to
226 be loaded, stowed, separated, trimmed and discharged etc., according to latest
227 IMDG/IMSBC Code and local authorities regulations at Master's request, Charterers to
228 allow Owners to appoint P & I Club Surveyor or independent Surveyor to supervise
229 loading, stowing execution of separation, etc., to Surveyor's agreement and Master's
230 satisfaction at Charterers' time and expense.

231 B) The moisture of concentrate not to exceed the maximum allowable transportable
232 moisture limit (TML) under IMDG/IMSBC Code regulations. Charterers/Shippers to
233 supply laboratory analysis/certificate of transportable moisture limit and cargo
234 moisture content evidencing cargo compliance with latest IMDG/IMSBC Code regulation.
235 After loading, cargo must be properly trimmed at Charterers' time and expense to
236 Surveyor's satisfaction.
237 C) During loading, Master has the right to stop loading and close the hatches if
238 rains affect concentrates moisture content. Any such stoppage is not considered to
239 be off-hire under this Charter Party.
240 D) Charterers are allowed to use ship's crew to hold cleaning against paying Owners
241 U.S. \$1,000.00 per hold besides normal intermediate hold cleaning.
242 E) Not to be the last cargo. No more than two (2) of the cargoes to be carried
243 consecutively during this Charter Party.
244

245 6. Shredded scrap Protective Clause - Dirty cargo - Maximum ++
246 Charterers are permitted to carry cargoes of shredded scrap under the following
247 conditions:

248 A) Owners will allow shredded scrap but understood cargo to be non oily.
249 B) If loading shredded scrap then there is to be a Soft Loading Clause (as already
250 provided above) and Charterers to allow Owners a bonus of U.S. \$10,000.00 lumpsum for
251 cleaning and this cargo not to be last cargo loaded.
252 C) Furthermore, there is to be a survey prior to loading and after completion of
253 discharge and Charterers to ensure that Vessel's holds are returned to same condition
254 including the restoration of paint coatings in the holds as well as hold ladders to
255 the same condition as before loading the cargo.
256

257 Dirty Cargo Last Voyage Clause:

258 If the Charterers elect to carry "dirty cargo(es)" under the Charter Party, such
259 option is to be declared in advance to the Owners. It is understood that upon
260 loading a dirty cargo which is not permitted to be one of the last one or two cargoes
261 carried under the Charter Party that Charterers accept the responsibility to
262 therefore arrange prior to redelivery either one or two additional voyage(s) as
263 appropriate to the type of dirty cargo carrying other cargo which is not "dirty
264 cargo(es)" as defined by this clause. If the prosecution of these voyages should
265 extend the period of this Charter Party then the Owners at their option shall require
266 these voyages to be prosecuted even if these additional voyage(s) extends beyond the
267 maximum period of this Charter Party always at the agreed rate of hire elsewhere in
268 this Charter Party.
269

270 Should the Owners decide that the additional voyage(s) will not be prosecuted then
271 the Charterers to be responsible for extra cleaning expenses and time lost to return
272 the vessel's holds and decks to the same condition as if a dirty cargo had not been
273 carried.
274

275 TRADING EXCLUSIONS:
276 The vessel shall be employed worldwide trading via safe port(s), safe berth(s), safe
277 anchorage(s) always afloat always accessible always within INL (ex IWL). No trading
278 in ice. Always excluding any places to which trading is prohibited by the country of
279 the vessel's registry and/or the country of owners' incorporation, as well as
280 excluding any places, trading to which would restrict the vessel's qualifications to
281 trade to the USA or Canada (including but not limited to Gypsy Moth Regulations)
282
283 Vessel is not to be employed in 'shuttle trade' or in the aggregates trade within the
284 Arabian Gulf (Persian Gulf), Coastwise trade in India, Australia or elsewhere where
285 there are "cabotage" laws or similar in effect even if exceptions are allowed or on
286 voyages which have a duration of less than 20 days.
287
288 Always within INL (ex IWL) excluding: Albania, Angola, Amazon River above Porto
289 Trombetas, Bangladesh, Benin, Cambodia, Comoros, Cote d'Ivoire (Ivory Coast), Cuba,
290 Republic of Congo, Democratic Republic of Congo, Djibouti, Eritrea, Ethiopia,
291 Equatorial Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Israel, Laos, Kampuchea, Kenya,
292 Lebanon, Libya (including Gulf of Sidre/Sirte), Namibia, Nigeria, North Korea,
293 Orinoco River but trading upto Boca Grande allowed, Pacific Ports of C.I.S., Sea of
294 Azov, Red Sea, Gulf of Aden or any area where there is a threat of piracy, Somalia,
295 Sudan, Syria, Tanzania, Togo, Yemen, war and war like zones (war risk areas) as
296 defined by Joint War Risk Committee (JWC) (see attached), areas under U.S.A. / U.N.
297 Sanctions/Embargoes. Vessel not to trade west of Madagascar (Mozambique Channel).
298
299 The following countries to be allowed but only with the shortage claim clause below:
300 Algeria, Guinea, Tunisia, and Vietnam
301
302 Shortage Clause:
303 Any expenses and time losses due to cargo shortage and any related claim(s) are
304 to be for Charterers' account and to be settled directly between Charterers and
305 Receivers or other relevant parties.
306
307 Bill of Lading weight to be checked against a joint draft survey at both load
308 and discharge ports. If Bills of Lading and survey weight compatible, vessel not to
309 be responsible for any cargo shortage claims made by whomsoever. Master to represent
310 Owners in the joint draft surveys.
311
312 Understood no cement trading in Namibe-Lome Range.
313
314 Vessel is not allowed to trade the ports/areas which are prohibited from trading by
315 the United Nations and/or international organization of the U.N. or the United States
316 of America.
317
318 Vessel is not allowed to trade to any countries which are not approved by ISPS/U.S.
319 Coast Guard as advised in periodical advisories aka "Port Security Advisory" as
320 issued by U.S. Coast Guard. Owners not to be responsible if the Vessel has traded
321 under Charterers' orders to any country which is specified under current MTSA (Marine
322 Transportation Security Act) of 2002 and their list of countries affected. Any costs
323 associated in calling a U.S. Port to be for Charterers' account and Vessel always to
324 remain on hire.
325
326 Vessel is not allowed to trade directly between mainland China and Taiwan or vice
327 versa.
328
329 If the vessel will load/discharge/call for any reason on behalf of/as ordered by
330 Charterers in USA (or US Territory such as Puerto Rico/Guam/Virgin Islands/etc.)
331 regulations stipulate filing ENOA/D. Presently ENOA/D for arrival is required to be

332 filed minimum 96 hours prior to arrival at port. The ENOA/D for departure notice is
333 required along with foreign port of clearance 24 hours prior departure.
334
335 Charterers and/or their agents are to provide all required information for filing
336 ENOA/D in a timely fashion enabling filing to be made within deadlines required. If
337 any delay is experienced and/or any fine is levied due to Charterers' not providing
338 timely or full information enabling timely filing all consequences/costs to be for
339 Charterers' account and vessel to remain fully onhire. Owners will file notices
340 through their service providers and Costs for filing ENOA/D to be for Charterers'
341 Account and to be reimbursed to Owners with hire after receipt of supported invoice.
342
343 If the war/warlike zone have been declared by vessel's underwriters and/or P and I
344 Club after cargo has already been loaded on board, subsequently, the war risk clause
345 of Owners' P and I Club to apply and Charterers are fully responsible to pay for all
346 additional war risk premium upon demand of vessel's underwriters and/or P and I Club
347 with all risks/consequences to be for Charterers' account.
348
349 If vessel calls Black Sea it is understood Charterers to arrange and pay for
350 Dardenelles and Bosphorus Pilotage.
351
352 If vessel calls Baltic it is understood Charterers to arrange and pay for Belt
353 Pilotage.
354
355 If vessel calls East Coast Australia then it is understood that Charterers to arrange
356 and pay for pilotage for Torres Straits.
357
358 For Magellan transit, Master has the option to request transit via inland Chilean
359 waterways up to Felix Pilot Station at Charterers' expense. This includes
360 pilotage/expenses from Possession Bay to Felix Pilot Station.
361
362 Summer Clause for Cranes:
363 It is understood that during the months of June/July/August or where ambient
364 temperature is in excess of 43 degrees C that Owners be allowed sufficient time to
365 shut down cranes for cooling to ensure efficient operation, up to maximum 2 hours per
366 day for each crane for which vessel is not to be off-hire.
367
368 "Winter Clause":
369 If in winter of Pacific/Atlantic Ocean and monsoon of Indian Ocean or bad weather,
370 Master has right to choose the safest route despite advice of the Ocean Route applied
371 and this shall not be deemed as deviation and vessel remain on hire.
372
373 Vessel not to trade in area(s), berth(s), port(s) having ice or ice like conditions.
374 Vessel not to force ice nor to follow icebreakers.