

1. Shipbroker(s) Braemar ACM Shipbroking Limited	RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME COUNCIL 1ST ORIGINAL UNIFORM GENERAL CHARTER (AS REVISED 1922, 1976 and 1994) (To be used for trades for which no specially approved form is in force) CODE NAME: "GENCON" Part I
	2. Place and date of Charter Party London, 09 September 2022
3. Owners/Place of business (Cl. 1) Spliethoff Transport B.V., Amsterdam, The Netherlands	4. Charterers/Place of business (Cl. 1) The United Kingdom Ministry of Defence (UK MOD)
5. Vessel's Name (Cl 1) REDACTED	6. GT/NT (CL 1) See Appendix B
7. DWT all told on summer load line in metric tons (abt.) (Cl. 1) See Appendix B	8. Present position (Cl. 1)
9. Expected ready to load (abt.) (Cl. 1) REDACTED	
10. Loading port or place (Cl 1) REDACTED	11. Discharging port or place (Cl 1) REDACTED
12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1) Southbound and northbound voyages: full and complete cargo always within vessel's capability/capacity. Charterers' full cargo loadlist subject to Master's approval to be mutually agreed in due course operationally between Owners and Charterers directly.	
13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4) Shipment 1: REDACTED lumpsum and basis direct sailing/sole cargo, basis FIOS, L/S/D, and free use of vessel's gear.	14. Freight payment (state currency and method of payment, also beneficiary and bank account) (Cl 4) Freight payable three banking days after vessel's signing/ releasing Bill(s) of Lading.

13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4) REDACTED lumpsum inclusive of free use of vessel's gear and vessel's crew for loading/stowage/lashing/dunnage as servants to the Charterers with Charterers providing assistance only at REDACTED At REDACTED vessel's crew to be responsible for all operations unloading/back-loading including stowage/lashing/dunnage, as servants to the Charterers.	14. Freight payment (state currency and method of payment, also beneficiary and bank account) (Cl 4) Freight REDACTED payable three banking days after vessel's signing/releasing Bill(s) of Lading of Southbound cargo, balance payable upon completion of voyage. Owners to be paid via Charterers' EXOSTAR system - banking and company information to be provided under separate cover.
15. State if vessel's cargo handling gear shall not be used (Cl. 5)	16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b). If total laytime for load. and disch., fill in c) only) (Cl. 6) C only
17. Shippers/Place of business (Cl. 6)	a) Laytime for loading
18. Agents (loading) (Cl. 6) REDACTED	b) Laytime for discharging
19. Agents (discharging) (Cl. 6) REDACTED	c) Total laytime for loading and discharging 22 days total for all purposes, weather permitting, Sundays and holidays included. Notice of Readiness to tendered and accepted Saturdays, Sundays and holidays included. Time at all ports to count on arrival whether in port or not, whether in berth or not/whether in free pratique or not/whether custom cleared or not.
20. Demurrage rate and manner payable (loading and discharging) (Cl. 7) REDACTED per day pro rata/free of despatch	21. Cancelling date (Cl. 9) See Box 9
	22. General Average to be adjusted at (Cl. 12) London
23. Freight Tax (state if for Owners' account) (Cl. 13 (c))	24. Brokerage commission and to whom payable (Cl 15)
25. Law and Arbitration (state 19 (a), 19 (b) or 19 (c) of Cl. 19; if 19 (c) agreed also state Place of Arbitration (if not filled in 19 (a) shall apply) (Cl. 19) 19 (a) London/English Law to apply	REDACTED commission on freight/deadfreight/demurrage to Braemar ACM Shipbroking Limited
(a) State maximum amount for small claims/shortened arbitration (Cl. 19)	26. Additional clauses covering special provisions, if agreed. See Additional Clauses attached – Appendix A – that are deemed to be incorporated in this Charter Party.

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter Party 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.

Signature (Owners)	Signature (Charterers)
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PART II

"Gencon" Charter (As revised 1922, 1976 and 1994)

1. It is agreed between the party mentioned in Box 3 as the Owners of the Vessel named in box 5, of the GT/NT indicated in Box 6 and carrying about the number of metric tons of deadweight capacity all told on summer loadline stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter Party about the date indicated in Box 9, and the party mentioned as the Charterers in Box 4 that:
The said Vessel shall, as soon as her prior commitments have been completed, proceed to the loading port(s) or place(s) stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo (if shipment of deck cargo agreed same to be at the Charterers' risk and responsibility) as stated in Box 12, which the Charterers bind themselves to ship, and being so loaded the Vessel shall proceed to the discharging port(s) or place(s) stated in Box 11 as ordered on signing Bills of Lading, or so near thereto as she may safely get and lie always afloat, and there deliver the cargo.
2. **Owners' Responsibility Clause**
The Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by personal want of due diligence on the part of the Owners or their Manager to make the Vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied, or by the personal act or default of the Owners or their Manager.
And the Owners are not responsible for loss, damage or delay arising from other cause whatsoever, except from the neglect or default of the Master or crew or some other person employed by the Owners on board or ashore or from unseaworthiness of the Vessel on loading or commencement of the voyage or at any time whatsoever.
3. **Deviation Clause**
The Vessel has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist Vessels in all situations, and also to deviate for the purpose of saving life and/or property.
4. **Payment of Freight**
(a) The freight at the rate stated in box 13 shall be paid in cash calculated on the intaken quantity of cargo.
(b) Prepaid. If according to Box 13 freight is to be paid on shipment, it shall be deemed earned and non-returnable, Vessel and/or cargo lost or not lost. Neither the Owners nor their Agents shall be required to sign or endorse bills of lading showing freight prepaid unless the freight due to the Owners has actually been paid.
(c) On delivery. If according to Box 13 freight, or part thereof, is payable at destination it shall not be deemed earned until the cargo is thus delivered. Notwithstanding the provisions under (a), if freight or part thereof is payable on delivery of the cargo the Charterers shall have the option of paying the freight on delivered weight/quantity provided such option is declared before breaking bulk and the weight/quantity can be ascertained by official weighing machine, joint draft survey or tally.
Cash for Vessel's ordinary disbursements at the port of loading to be advanced by the Charterers, if required, at highest current rate of exchange, subject to two (2) per cent to cover insurance and other expenses.
5. **Loading / Discharging**
(a) Costs / Risks
The cargo shall be brought into the holds, loaded, stowed and/or trimmed, tallied, lashed and/or secured and taken from the holds and discharged by the Charterers, free of any risk, liability and expense whatsoever to the Owners. The Charterers shall provide and lay all dunnage material as required for the proper stowage and protection of the cargo on board, the Owners allowing the use of all dunnage available on board. The Charterers shall be responsible for and pay the cost of removing their dunnage after discharge of the cargo under this Charter Party and time to count until dunnage has been removed.
(b) Cargo Handling Gear
Unless the Vessel is gearless or unless it has been agreed between the parties that the Vessel's gear shall not be used and stated as such in Box 15, the Owners shall throughout the duration of loading/discharging give free use of The Vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear. All such equipment to be in good working order. Unless caused by negligence of the stevedores, time lost by breakdown of the Vessel's cargo handling gear or motive power – pro rata the total number of cranes/winches required at that time for the loading/discharging of cargo under this Charter Party – shall not count as laytime or time on demurrage. On request the Owners shall provide free of charge crane-men/winchen from the crew to operate the Vessel's cargo handling gear, unless local regulations prohibit this, in which latter event shore labourers shall be for the account of the Charterers. Crane-men/winchen shall be under the Charterer's risk and responsibility and as stevedores to be deemed as their servants but shall always work under the supervision of the Master.
(c) Stevedore Damage
The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores. Such damage shall be notified as soon as reasonably possible by the Master to the Charterers or their agents and to their Stevedores, failing which the Charterers shall not be held responsible. The Master shall endeavour to obtain the Stevedores' written acknowledgement of liability.
The Charterers are obliged to repair any stevedore damage prior to completion of the voyage, but must repair stevedore damage affecting the Vessel's seaworthiness or class before the Vessel sails from the port where such damage

was caused or found. All additional expenses incurred shall be for the account of the Charterers and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.

6. Laytime

* (a) *Separate laytime for loading and discharging*

The cargo shall be loaded within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.

The cargo shall be discharged within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.

* (b) *Total laytime for loading and discharging*

The cargo shall be loaded and discharged within the number of total running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.

(c) *Commencement of laytime (loading and discharging)*

Laytime for loading and discharging shall commence at 13.00 hours, if notice of readiness is given up to and including 12.00 hours, and at 06.00 hours next working day if notice given during office hours after 12.00 hours. Notice of readiness at loading port to be given to the Shippers named in Box 17 or if not named, to the Charterers or their agents named in box 18. Notice of readiness at the discharging port to be given to the Receivers or, if not known, to the Charterers or their agents named in Box 19.

If the loading/discharging berth is not available on the Vessel's arrival at or off the port of loading/discharging, the Vessel shall be entitled to give notice of readiness within ordinary office hours on arrival there, whether in free pratique or not, whether customs cleared or not. Laytime or time on demurrage shall then count as if she were in berth and in all respects ready for loading/discharging 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 shall not count as laytime.

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.

Time used before commencement of laytime shall count.

* Indicate alternative (a) or (b) as agreed, in Box 16.

Notice of Readiness to be tendered and accepted Sundays and holidays included

7. Demurrage

Demurrage at the loading and discharging port is payable by the Charterers at the rate stated in Box 20 in the manner stated in box 20 per day or pro rata for any part of a day. Demurrage shall fall due day by day and shall be payable upon receipt of the Owner's invoice.

In the event the demurrage is not paid in accordance with the above, the Owners shall give the Charterers 96 running hours written notice to rectify the failure. If the demurrage is not paid at the expiration of this time limit and if the vessel is in or at the loading port, the Owners are entitled at any time to terminate the Charter Party and claim damages for any losses caused thereby.

8. Lien Clause

The Owners shall have a lien ~~on the cargo and~~ on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering same.

9. Cancelling Clause

(a) Should the Vessel not be ready to load (whether in berth or not) on the cancelling date indicated in box 21, the Charterers shall have the option of cancelling this Charter Party.

(b) should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready to load by the canceling date, they shall notify the Charterers thereof without delay stating the expected date of the Vessel's readiness to load and asking whether the Charterers will exercise their option of canceling the Charter Party, or agree to a new canceling date.

Such option must be declared by the Charterers within 48 running hours after the receipt of the Owner's notice. If the Charterers do not exercise their option of cancelling, then this charter Party shall be deemed to be amended such that the seventh day after the new readiness date written in the Owners' notification to the charterers shall be the new canceling date.

The provisions of sub-clause (b) of this Clause shall operate only once, and in case of the Vessel's further delay, the Charterers shall have the option of Canceling the Charter Party as per sub-clause (a) of this Clause.

10. Bills of Lading

Bills of Lading shall be presented and signed by the Master as per the "Congenbill" Bill of Lading form, Edition 1994, without prejudice to this Charter Party, or by the Owners' agents provided written authority has been given by the Owners to the agents, a copy of which is to be furnished to the Charterers. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the signing of bills of lading as presented to the extent that the terms or contents of such bills of lading impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Charter Party.

11. Both-to-Blame Collision Clause

PART II

"Gencon" Charter (As revised 1922, 1976 and 1994)

If the Vessel comes into collision with another ship 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 Owners 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 her 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 her owners to the owners to said cargo and set-off recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or the Owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

12. General Average and New Jason Clause

General average shall be adjusted, stated and settled according York-Antwerp rules 1994 or any subsequent modification thereof. Proprietors of cargo to pay the cargo's share in the general expenses even if same have been necessitated through neglect or default of the Owners' servants (see Clause 2).

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 carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average in 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 in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery."

13. Taxes and Dues Clause

(a) *On Vessel* – The Owners shall pay all dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.

(b) *On cargo* – The Charterers shall pay all dues, charges, duties and taxes customarily levied on the cargo, howsoever the amount thereof may be assessed.

(c) *On freight* – Unless otherwise agreed in Box 23, taxes levied on the freight shall be for the Charterers' account.

14. Agency

In every case the Owners shall appoint their own Agent both at the port of loading and the port of discharge.

Free Disbursement Accounts at all ends.

15. Brokerage

A brokerage commission at the rate stated in Box 24 on the freight, dead-freight and demurrage earned is due to the party mentioned in Box 24.

In case of non-execution 1/3 of the brokerage on the estimated amount of freight to be paid by the party responsible for such non-execution to the Brokers as indemnity to the latter's expenses and work. In case of more voyages the amount of indemnity to be agreed.

16. General Strike Clause

(a) If there is strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, when vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her 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 Charterers have given such declaration in written (by telegram if necessary) within 24 hours, Owners shall have the option of cancelling this contract. If part cargo has already been loaded 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 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 she 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 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 she had discharged at the original port of destination, except that if the distance of 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 Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or affecting the actual loading or discharging of the cargo.

17. War Risks ("Voywar 1993")

(1) For the purpose of this clause, the words:

(a) The "Owners" shall include the shipowners, bareboat charterers, disponent owners, manager or other operators who are charged with the management of the vessel, and the Master; and

(b) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), act of piracy, acts of terrorists, act of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels or 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 whatsoever, which, in the reasonable judgement of the Master and/or the Owners may be dangerous or are likely to be, or to become dangerous to the vessel, her cargo, crew or other person on board the vessel.

(2) If at any time before the vessel commence the loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it may expose or is likely to expose the vessel, her cargo, crew or other person on board the Vessel to War Risk, the owners to give notice to the Charterers cancelling this contract of carriage or may refuse to perform such part of it as may expose, or may be likely to expose the Vessel, her cargo, crew or other persons on board to War Risks; provided always that if this Contract of Carriage 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, her cargo, crew or other persons on board the vessel may be exposed, or may be likely to 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 Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

(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, 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, her cargo (or any part thereof), crew or other person on board the Vessel (or any 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 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 Charterer shall not have nominated such port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge take 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 of such expenses and freight.

(4) 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, her cargo, crew or other persons on board the vessel may be, or are likely to 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 of the extra distance represents to the distance of the normal and customary route.

(5) The vessel shall have liberty:-

(a) 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 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 which so requires, or any body or group acting with the power to compel compliance with their orders or directions;

(b) to comply with the orders, directions, or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

(c) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, 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 the enforcement;

(d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;

(e) to call at any other ports to change the crew or any part thereof or other person on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;

(f) 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.

PART II

"Gencon" Charter (As revised 1922, 1976 and 1994)

- (6) 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 not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.

18. General Ice Clause

Port of loading

(a) In the event of the loading port being inaccessible by reason of ice when the Vessel is ready to proceed from her last port or at any time during the voyage or on the Vessel's arrival or in case frost sets in after the Vessel's arrival, the Master for fear of being frozen in is at liberty to leave without cargo, and this Charter Party shall be null and void.

(b) If during loading the Master, for fear of the Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for the Owners' benefit for any port or ports including port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at the Vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Charterers, freight being paid on quantity delivered (in proportion if lumpsum), all other conditions as per this Charter Party.

(c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or the Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under section (b) or to declare the Charter Party null and void unless the Charterers agree to load full cargo at the open port.

Port of discharge

(a) Should ice prevent the Vessel from reaching port of discharge the Charterers shall have the option of keeping the Vessel waiting until the reopening of navigation and paying demurrage or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the impossibility of reaching port of destination.

(b) If during discharging the Master for fear of the Vessel being frozen in deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest accessible port where she can safely discharge.

(c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.

19. Law and Arbitration

- * (a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of this Charter Party shall be referred to arbitration in London in accordance with the arbitrations Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force. Unless the

parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrators so appointed shall appoint a third arbitrator, the decision of the three-man tribunal thus constituted or any two of them, shall be final. On the receipt by one party of the nomination in writing of the other's party arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall be final.

For disputes where the total amount claimed does not exceed the amount stated in Box 25** the arbitration shall be conducted in accordance with the Small Claim Procedure of the London Maritime Arbitrator Association.

- * (b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and should any dispute arise out of this Charter Party, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of parties hereto and the third by the two so chosen; their decision or that of any two of them, shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the Court. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.

For disputes where the total amount claimed by either party does not exceed the amount stated in Box 25** the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc..

- * (c) Any dispute arising out of this Charter Party shall be referred to arbitration at the Place indicated in Box 25, subject to the procedures applicable there. The laws of the place indicated in Box 25 shall govern this Charter Party.

- * (d) If Box 25 in Part 1 is not filled in, sub-clause (a) of this Clause shall apply.

- * (a), (b) and (c) are alternatives; indicate alternative agreed in Box 25.

- ** Where no figure is supplied in Box 25 in Part 1, this provision only shall be void but the other provisions of this Clause shall have full force and remain in effect.

Appendix A to Charter Party dated 09 September 2022
Between
United Kingdom Ministry of Defence (UK MOD)
And
Spliethoff Transport B.V., Netherlands

Vessel details and Owners' warranties

Vessel: M.V. "Molengracht"

Described: Outline details as per Appendix B

- Vessel must not exceed the following on arrival at Mare Harbour (*Falkland Islands*): LOA: 193m, Beam: 26m, Draft 7.4m
- Vessel to be fully bunkered at Rotterdam inbound on current voyage, sufficient for both South and Northbound legs of the intended voyage. However, always subject to weather and/or port delays incurred during the voyage and if further bunkering required, same to only take place with Charterers' express authority and agreement on port/place.

Owners warrant:

- Vessel not to be Russian or South American flagged - vessel is Dutch flag
- Vessel to only have NATO/EU citizens & Philippine crewmembers on board during this voyage and must adhere to all extant Maritime safety legislation & standards.
- Authority grants permission for a Ukrainian citizen (Ch/Off) to be onboard for the voyage.

Owners

- confirm vessel is equipped with a frame suitable for lifting TEUs
- warrant vessel can discharge directly on barges and back load from barges by means of vessels' gear in Ascension Island at Owners cost, and time when vessel's cranes are used to count as laytime.
- to appoint a cargo superintendent for loading/discharging Marchwood at their time and cost, as servants to the Charterers
- to prepare lifting and lashing and securing plans for crew onboard and stevedores, as servants to the Charterers
- warrant that crew members are trained and capable of driving vessel's cranes in different weather conditions, subject to safety to be confirmed by the Master
- shall ensure sufficient lashings (including twistlocks etc) are on board for the intended cargo to be carried as described in the cargo loadlist.

Charterers' Rider Clauses to GENCON

Negligence

1. The Charterers shall pay for any replacement of any anchor handling/towing/lifting wires and accessories which have been placed on board by the Owners or the Charterers, should such equipment be lost or damaged, as a direct consequence of the Charterers' operations. The Charterers' liability shall not apply to such Owners' equipment which is damaged through ageing or fair wear and tear due to the nature of the area of operations, or to such Charterers' or Owners' equipment that is lost or damaged as a result of the Owners' negligence. Accident, explosion except where caused by negligence of the party seeking to invoke force majeure.
2. Notwithstanding anything else contained in this Charter Party all delay, costs or expenses whatsoever 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, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such delay costs or expenses result wholly or partially from the act, neglect, breach of duty (whether statutory or otherwise), default, or negligence of the Owners'. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.
3. Liability for Vessel not working – The Owners' liability for any loss, damage or delay sustained by the Charterers as a result of the Vessel being prevented from working by any cause whatsoever, excluding negligence on the part of a

member of the Owners' Group, shall be limited to suspension of laytime, except as otherwise provided in this Charter Party, 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 International Code for the Security of Ships and of Port Facilities Code (ISPS) /Maritime Transportation Security Act 2002 (MTSA) or this Clause shall be for the Owners' account.

4. Pollution (a) Except as otherwise provided for herein, the Owners shall be liable for, and agree to indemnify, defend and hold harmless the Charterers against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or threatened pollution damage due to discharge, spills or leaks from the Vessel, except as may emanate from cargo thereon or therein and the cost of clean-up or control thereof even if such claims, costs expenses, actions proceedings, suits, demands and liabilities are caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise) or default of the Charterers, in which case the Charterers (the indemnity refers only to pollution relative to that caused by cargo) shall be liable for and agree to indemnify, defend and hold harmless the Owners from all claims, costs, expenses, actions, proceedings, suits, demands, liabilities, loss or damage whatsoever arising out of or resulting from any other actual or threatened pollution damage, even if such claims, costs, expenses, actions, proceedings, suits, demands, liabilities, loss or damage are caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise).

5. In the event that a polluting event as referred to in this sub-clause occurs while laytime is running and time is lost as a result thereof, laytime will cease to run for the duration of the period during which time is actually lost.

Force Majeure

1. The Owners shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure result from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:
 - a. acts of nature;
 - b. war;
 - c. hostilities;
 - d. fire at any of the Owners premises or those of its suppliers except to the extent that the fire was caused by their own negligence.
 - e. foreign government policy;
 - f. terrorism;
 - g. biohazards;
2. The Owner shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Owners obligations under this Charter Party, and the actions proposed to mitigate its effect.
3. Subject to Clause 4 below, the Owner shall be entitled to an appropriate extension of time for performing such obligations provided always that the Owner has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Charter Party.
4. The maximum extension of time granted under this clause shall be limited to 1 calendar week after which time the Authority may, on giving written notice to the Owner, terminate this Charter Party, without seeking compensation from the Owner, with immediate effect.

Payment

1. Payment and Recovery of Sums Due

- a. Payment for Ship Owner Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause (b) the Ship Owner will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) (ExoStar for Shipowner reference) electronic procurement tool.
- b. Where the Ship Owner submits an invoice to the Authority in accordance with clause (a), the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Ship Owner REDACTED Freight Costs within 3 working days after signing/releasing Bills of Lading of Southbound cargo. The remaining balance will be payable upon completion of the voyage. The Ship Owner will be responsible for paying REDACTED commission of the total FDD to Braemar ACM Shipbroking Ltd.
- d. The Authority shall pay the Ship Owner any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- e. Where the Authority fails to comply with clause (b) and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause (d) after a reasonable time has passed.
- f. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Ship Owner's obligations nor as a waiver of its rights and remedies under the Contract.
- g. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Ship Owner to the Authority against any amount payable by the Authority to the Ship Owner under the Contract or under any other contract with the Authority, or with any other Government Department.

END ADDITIONAL TERMS

Appendix B REDACTED