



Nyala Shipping SA terms

(Dated june 2009)

C/P Shellvoy 6 (issued march 2005)

Nyala Shipping SA amendments to Shellvoy 6

PART I :

(A) (I)

- (vii) line 23 : insert 'excluding stripping (but maximum (3) three hours for stripping) and cow' after '24 hours'
line 23 : after 'maintain' insert 'an average'
line 24 : insert 'excluding stripping (but maximum (3) three hours for stripping) or cow' after 'psi'
- (xi) line 39 : after 'this charter' insert 'or coming into force during the currency of this Charter'

C) laydays :

- line 66 : commencing , delete 'noon' insert '06H00'
- line 67 : terminating , delete 'noon' insert '23H59'

F) Cargo description :

- (c) line 76 : after 'dye' insert ', pour point depressant and/or other additives'
- (d) line 78 : after 'owners' insert 'as per Owners P&I Club wording, which charterers have the liberty to invoke'.

G) Freight :

- line 82 : delete 'ton (2240 lbs/)'
- line 83 : insert : The freight (when same is not a lumpsum) for cargo loaded in excess of the minimum quantity shall be paid at one half of the agreed rate for the voyage performed.

J) Laytime :

line 85 : 84 hours shinc

K) Eta :

line 87 : delete 'telex' . Insert ' operation@nyalaship.ch and to other contacts as detailed in voyage instructions.'

Delete line 88/89

(L) Speed :

line 93 : delete 'replacement cost' and insert 'original purchase price, against proven documentation'

M) worldscale :

line 98 : delete 'do not apply' . insert at end of line 'unless otherwise provided for in this c/p'

PART II :

Clause 2 : Cleanliness of tanks

Line 18 delete 'owners shall'

insert 'Charterers shall have the option to cancel the charter party or to request Owners to'

line 29 delete 'replacement cost' insert 'original purchase price, against proven documentation'

line 32 insert 'if further cleaning is requested , and if 24 hours after first inspection by charterer's inspector the vessel is still unsuitable , Charterers shall have the option to cancel the Charter Party within the next 48 hours. Cancellation or failure to cancel shall be without prejudice to any claims for damages Charterers may have against Owners.'

Clause 5 : Freight

Line 108 insert at end 'unless same not available from AtoBviaC in which case master's fully documented figures, supported by logbook entries are to be utilised.'

line 114 delete 'replacement cost' and insert 'original purchase price, against proven documentation'

Clause 6 : Claim, dues and other charges:

delete line 116 ; 117 , 118 till charterers and insert :

Any taxes and or dues on freight and/or cargo to be for Charterers' account except where defined by worldscale to be for owners' account as applicable.

Line 122: after 'reimbursed by charterers' insert 'together with freight'

Clause 11 , Laydays termination :

line 177 delete 'noon' insert 'the time agreed as per main terms (Part I C)'

line 181 delete 'noon' insert 'the time agreed as per main terms (Part I C)'

line 181 add 'or if it appears to Charterers that the vessel will be delayed beyond the cancelling date,'

line 184 delete '4 days' insert '48 working hours in London'

Clause 13 : Notice of readiness / running time :

line 200 , delete 'and' insert 'or when'

line 201 , after 'berth ' , insert ' whichever earlier'

line 202 : delete 'lying' insert 'anchored'

line 204 delete 'usual waiting area' and insert 'customary anchorage'

line 206 : delete 'bad weather' (see additional clause No 5)

line 230 delete 'two' insert ' three'

Clause 20 : Crude oil washing

line 310 after 'maintain' insert 'an average of'

Clause 26 : Charterer's orders/Change of orders/Part cargo transshipment

1) line 362 delete 'replacement cost' and insert 'original purchase price, against proven documentation'

2) line 364: delete 'any part of' and insert 'all or part of'

line 370: delete 'replacement' insert 'original purchase price, against proven documentation'

Add at the end :

If the vessel is completing discharge at a transshipment area and there is no applicable rate , an application shall be made to worldscale for such a rate, and if unable to provide such a rate the applicable worldscale flat rate for the nearest port listed in the worldscale minus full port costs to apply .

Clause 27 : Heating of cargo :

Line 378 after 'the lower.' Insert :

Any delay due to the inability of the vessel to maintain the cargo temperature

Stated in part (I) A (iv) , shall not count against laytime or , if the vessel is on

demurrage , on demurrage . If , as a result of the inability of the vessel to maintain

the cargo temperature extra expenses are incurred by charterers in connection with the

vessel remaining at the berth , such expenses shall be for owners ' account and

charterers shall have the option to order the vessel out of the berth so as to avoid delay

to other vessels waiting to use the berth. The cost of berthing and unberthing shall be

for owners' account and time lost between berthing shall not count as laytime or

demurrage.

line 380: delete "replacement" insert "original purchase , against proven documentation'

Clause 28 : ETA

line 385 after 'load port' insert '/ disport'

line 386 after 'load port' insert '/ disport'

line 386 add 'As from Charter date, Owners shall also advise charterers every day at 08H00 vessel's position , current speed , distance to go to next port , expected arrival time/date at load/discharge port , weather condition and sea state , and tank by tank temperature as applicable.'

line 389 : delete 'and shall further' till end of line 390

line 393 : delete from ' , and confirm or ' till end of line 394

line 395-396 : delete

Clause 30 : Subletting/Assignment :

Line 413 delete from 'Additionally' till end of line 414.

Clause 33 : Bills of lading

6) line 464 delete 'telex'

delete lines 472 through 502 and insert 'as per owners' p&i club loi wording without bank guarantee which charterers have the liberty to invoke'.

Insert line 502 :

If Charterers have not received all original bills of lading by 24.00 hours on the day 24 calendar months after the date of discharge, then this indemnity shall terminate at that time unless before that time Charterers have received from Owners written notice that: some person is making a claim in connection with Owners delivering cargo pursuant to Charterers' request or legal proceedings have been commenced against Owners and/or carriers and/Charterers and/or any of their respective servants or agents and/or the vessel for the same reason.

When Charterers have received such a notice, then this indemnity shall continue in force until such claim or legal proceedings are settled. Termination of this indemnity shall not prejudice any legal rights a party may have outside this indemnity.

Clause 34 : War risk :

(5) line 559 – 568 : delete

Any additional premiums payable by owners and not covered by owner's basic war risks insurance that are incurred by reason of the vessel trading to a war risk zone as designated by the London insurance market shall be for charterer's account.

The period of voyage additional war risks premiums shall commence when the vessel enters this war risk zone and cease when the vessel leaves such a zone.

If the vessel is already in such a zone , the period shall commence upon tendering notice of readiness under this charter.

Any bonuses or additional premiums payable by owners in respect of their crew or officers which are due by reason of trading to such excluded area shall be for owners' account.

Any premium and increase thereto attributable to closure insurance (i.e. blocking and trapping) shall be for owners' account.

Any additional cost resulting from longer stay in war risk zone for Owners/vessel's purpose (such as, but not limited to: bunkering, repairs, awaiting Owners' orders, crew change) will be for Owners' account.

Any discount or rebate refunded to owners for whatsoever reason shall be passed on to charterers.

- Hull and machinery insured value : - US\$

As an evaluation , owners advise at c/p date , following war risks premium rates applies under their policies :

At intended loadport (if no intended loadport , then in the area) : pct

At intended disport (if no intended disport then in the area) : pct

Other areas vessel expect to go through at sea passage : pct

If owners do not provide above rate , it is deemed that no additional war risk premium applies at the date of the c/p under owners' insurance in areas as described in part (I D) and E) and / or sea passage as applicable.

Such additional premiums and expenses that are for Charterers account are payable by Charterers upon receipt of owners' invoice supported by appropriate documents.

Clause 38 : Back loading :

line 618 delete 'replacement cost' and insert 'original purchase price, against proven documentation'

Clause 39 : Bunkers :

line 621 delete ' any other company in The Royal Dutch Shell group of companies'
Insert ' Addax Bunker Services'

Clause 41 : Oil response pollution and insurance :

3) line 669 , after ' Pollution damage' insert 'and the International Convention on Civil Liability for Bunker Oil Pollution damage 2001' .

4) line 673 after '(“STOPIA”)' insert 'or in the Tanker Oil Pollution Indemnification Agreement("TOPIA")'

After 'STOPIA' insert 'or TOPIA (as applicable)'

line 674 after 'STOPIA' insert 'or TOPIA (as applicable)'

Clause 46 : Documentation :

line 690 , delete 'Shell form 19x. (if... clause 24)' .

Clause 48 : Retention clause :

line 715 delete 'of a pumpable nature' insert 'reachable and pumpable by vessel's fixed pumps '

add at the end :

'In addition to any other rights which Charterers may have, Owner will be responsible for the full amount of any in-transit loss if in-transit loss exceeds 0.3% and Charterers shall have the right to deduct from freight an amount equal to the FOB port of loading value of such lost cargo plus freight and insurance due with respect thereto. In-transit loss is defined as the difference between net vessel volumes after loading at the loading port and before unloading at the discharge port as determined by a mutually agreed independent inspector appointed by Charterers or Receivers, whose determination shall be final and binding upon both parties.

Clause 50 : Port regulation

Line 736 add 'Charterers shall not be responsible for any loss, damage, injury or delay resulting from non compliance by owners with port and terminal regulations nor from the prohibition of admittance to the port, berth or dock by the port authorities. In the latter case, charterers will have the option of cancelling this charter without any cost' .

Clause 53 : Shell Business principles : delete

Clause 55 : Address commission :

after '1,25 pct' insert ' for cargoes equal or above 20.000 mt and 2.5 pct below' .

PART III :

Coastguard compliance:

Add at the end ' Any information required by Owners from Charterers to comply with Customs / US Coast Guard compliance must be requested in writing by Owners at least three (3) working days in advance of deadlines imposed by US authorities to enable said compliance. Any costs and consequences arising directly from Owners failure to comply with the above to be for Owners' account.

Additional Nyala Shipping SA clauses (1-8)

1 Privacy Clause :

All negotiations and details resulting in this fixture to be kept Strictly Private and Confidential.

2 ISM clause :

For the duration of the voyage(s) to be performed under this Charter, the Vessel and “the Company” (as defined in the International Safety Management (ISM) Code (“the ISM Code”)) shall comply with the requirements of the ISM Code. If requested, Owners shall provide to Charterers within 24 hours of such request satisfactory written evidence of compliance including a Safety Management Certificate and Document of Compliance. If satisfactory evidence is not received by Charterers within 24 hours of such request, Charterers shall have the right to terminate this Charter.

3 Seca clause :

Owners are aware of the legislation controlling sulphur content in marine bunkers , with particular reference to (i) marpol annex vi in force from 19th may 2006 and (ii) EU directive 2005/33/ec and its implementing legislation in EU member states , and agree to comply with the same in all relevant respects. Worldscale differential within seca area to apply only to laden passage and mileage to apply as per master’s statement.

4 Casualty reports

owners are to promptly report to charterers all casualties of consequence, including but not limited to, pollution (which are reportable to government or other authorities pursuant to applicable conventions, laws, ordinances, regulations and like directives), collision, grounding, and any malfunction of equipment which might affect vessel’s equipment or owner’s performance under this charter party.

5 Weather clause :

Delays in berthing for loading or discharging and any delays after berthing which are due to weather conditions shall count as one half laytime or if on demurrage , as one half demurrage except if loading or discharging by ship-to-ship transfer, lightening/lightering at sea, falconara, fiumicino,ravenna, la nouvelle, spanish atlantic , Portugal where full time to count weather permitting or not . Any expenses and time for unberthing/reberthing at the above mentioned locations, including extra port expenses, due to bad weather to be for charterers account, and time to count as laytime or demurrage, if on demurrage.

6 Cargo transfer :

At no time during the voyage shall cargo be transferred between vessel's tanks without the express consent of Charterers. Such consent shall be requested specifying loaded and revised ullages and cargo quantities for the tanks concerned and reasons necessitating a cargo transfer. Consent of Charterers shall not be unreasonably withheld and shall be provided expeditiously. Master to confirm to Charterers that operation has been carried out.

In the event transfer of cargo is unavoidable for emergency reasons involving risk to vessel's structural integrity or safety of life or for safe navigation, the prior consent of Charterers shall not be required. However, the Master shall inform Charterers of any such circumstances as soon as possible thereafter.

7 Sampling Clause :

Owners shall strictly comply with the Charterers instructions as to samples to be taken, retained, kept in custody for delivery to discharge port/receivers. In case no samples are drawn at the usual point of delivery, i.e. the ship's manifold or the loading/discharging arm system connecting shore with ship's lines, Master shall issue a Letter of Protest to loading/receiving terminal advising Charterers immediately. This is requested for both loading and discharging operations.

Charterers shall also have the option to order the vessel to call at a port or ports en route for sampling purposes. All costs in connection with such request to be for Charterers' account based on demurrage rate for deviation plus bunker costs at original purchase price, against proven documentation.

Ship's tanks samples after loading/before discharge shall always be drawn in such a way to guarantee their representativeness of cargo on board. The presence of an independent inspector shall not waive such specific responsibility of the carrier. Master shall allow Charterer's nominated inspector to draw samples from any space aboard, including bunker tanks if so required.

8 Clingage :

Should the vessel be on her maiden voyage , ex Lay Up, ex Dry Dock or, ex Dry Cargo, Owners and Charterers recognise that clingage of a greater degree than normal may be anticipated. In such case, FOB value of cargo plus freight and insurance thereon, for any short outturn of cargo (as determined by an independent surveyor, by comparing the Bill of Lading quantity with the quantity actually discharged ashore as ascertained by shore tank gauges) shall be deducted from freight to the extent that such quantity exceeds 0.3 pct of Bill of Lading figure/ quantity . The value of the cargo for this purpose to be the fob loading port value plus freight and insurance.

End