

Regent Legal

From: Milind Patil <chems@reshamwalashipbrokers.com>
Sent: 11 May 2017 10:25
To: mailbox@sunwootanker.co.kr
Subject: MT CARIBBEAN ORCHID / KVG SUB RECAP DTD 11-05-2017
Attachments: MT CARIBBEAN ORCHID - Q88 (17.04.07).docx; Last 3 cargoes.xlsx; Revised Guarantee Letter.pdf; KVG Rider Clause.doc; VEGOIL VOY CHARTERPARTY.DOC

TO : SUNWOO TANKER CO.,LTD.
 ATTN : MR. PAUL
 FROM : RESHAMWALA SHIPBROKERS, MUMBAI
 DATE : 11TH MAY 2017

RE : CARIBBEAN ORCHID/ KVG SUB RECAP DTD 11TH MAY 2017

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+++ STRICTLY P N C AND NON-REPORTABLE +++

SUBJECTS : LC/STEM / CHARTERERS MANAGEMENT / SUPPLIERS / RECEIVERS / TERMINAL APPROVAL TO BE DECLARED BY 12TH MAY 2017 1800 HRS MUMBAI

C/P : TBA

CHARTERERS : KVG GLOBAL LIMITED, HONGKONG OR NOMINEE EDELWEISS
 OWNERS : DM SHIPPING CO.,LTD
 COMMERCIAL OPERATORS : SUNWOO TANKER CO., LTD

VESSEL : "MT CARIBBEAN" (EX- CARIBBEAN ORCHID) Q88 ATTACHED
 LAST 3 CARGO : ATTACHED
 STOWAGE : **OWNERS TO REVERT**
 ITINERARY : **OWNERS TO REVERT**

PART CARGO : 7,000 MT ONE GRADE CRUDE PALM OIL (NO STEARIN , NO PFAD) WITH 2% MOLCO BUT ALWAYS WVNS
 * **HEATING AS PER FOSFA HEATING INSTRUCTIONS ATTACHED HEREWITH**

LOAD PORT : 1 SAFE PORT / 1 SAFE CHARTERERS BERTH DUMAI OR BELAWAN, INDONESIA
 * **FINAL LOADING PORT TO BE DECLARED BEFORE LIFTING SUBEJCTS.**

DISCH PORT : 1 SAFE PORT / 1 SAFE CHARTEERRS BERTH KANDLA, KANDLA

LAYDAYS : 20 - 25 MAY 2017

FREIGHT : USD 27.00 PMT BSS 1/1

PAYMENT : FULL FREIGHT TO BE PAID IN USD TO THE OWNERS DESIGNATED BANK ACCOUNT BEFORE BREAKING BULK.

LAYTIME : 100 MTPH LOAD / 100 MTPH DISCH SHINC REV

DEMURRAGE : USD 12,500 PDPR

COMMISSION : TTL 3.75 PCT (1.25 PCT ADCOM DEDUCTABLE AT SOURCE AND 2.5 PCT BROKARAGE PAYBLE TO RESHAMWALA SHIPBROKERS BY OWNERS ON FREIGHT/DEAD FREIGHT/DEMURRAGE UPON SUCCESSFUL RECEIPT OF FREIGHT / DEAD FREIGHT / DEMURRAGE).

- C/P : VEG OIL VOY CHARTER PARTY WITH KVG RIDER CLAUSES SUB REVIEW.

OTHER TERMS :

- CHARTERERS AGENT AT BENDS.
- FREIGHT TAX / WITHHOLDING TAX/ AWRP IF ANY TO BE FOR OWNER'S ACCOUNT.
- OWNERS CONFIRM THAT THEY CAN LOAD CHTR'S CPO 7KT WITHOUT USING 3W, 4W, AND 7W. AND TANKS USED FOR STOWAING CHARTERERS CARGO WILL NOT HAVE ANY LAST 3 CARGOES AS LEADED CARGOES OR CARGOES ON FOSFA BANNED LIST .
- OWNERS CONFIRM AND ENSURE VESSEL IS SUITABLE IN ALL RESPECTS FOR LOADING/CARRIAGE OF CRUDE PALM OIL CARGO AND DELIVERY AS PER FOSFA GUIDELINES AND STANDARD TRADE PRACTICE FOR CRUDE PALM OIL.
- OWNERS GIVE GURANTEE AS PER ATTACHED FOR ASSURING CARO HANDLING AS CONFIRM.

+++END

PLEASE CONFIRM RECEIPT OF ABOVE SUB RECAP.



RESHAMWALA SHIPBROKERS

Thanks and Regards,

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TANKER VOYAGE CHARTER PARTY

PREAMBLE

CHARTER PARTY made as of _____ 19____ at _____
 by and between _____
 (hereinafter called the 'Owner') of the good _____ MS/SS _____
 (hereinafter called the Vessel") and _____
 Charterer (hereinafter called the "Charterer").

The Vessel shall receive from the Charterer or supplier at the port or ports of loading, or so near thereto as she may safely get, always afloat, the cargo described in Part I, for delivery as ordered on signing bills of lading to the port or ports of discharge, or so near thereto as she may safely get always afloat; and there discharge the cargo; all subject to the terms, provisions, exceptions and limitations contained or incorporated in this Charter Party, which shall include the foregoing preamble and Parts I and II. In the event of a conflict, the provisions of Part I shall prevail over those contained in Part II to the extent of such conflict.

Each of the provisions of this Charter Party shall be and be deemed severable, and if any provision or part of any provision should be held invalid, illegal or unenforceable, the remaining provisions or part or parts of any provisions shall continue in full force and effect.

PART I

- A. Description and Position of Vessel.
 Net Registered Tonnage: _____
 Total Deadweight: _____ tons of 2,240 lbs. each on draft in salt water on assigned summer freeboard.
 Capacity for cargo _____ bbls. of 42 American gallons each at 60deg F. or _____ tons of 2,240 lbs. each (10% more or less, Vessel's option).
 Classed: _____ Now: _____
- B. Part--Full Cargo _____

If this Charter Party is for a full cargo, then it shall be the quantity the Vessel can carry if loaded to her minimum permissible freeboard for the voyage, but not exceeding what the Vessel can, in the Master's judgment, reasonably stow and carry over and above her tackle, apparel, stores, and furniture, sufficient space to be left in the expansion tanks to provide for the expansion of the cargo. In no event shall Charterer be required to furnish cargo in excess of the quantity stated as the Vessel's capacity for cargo plus 10% of that quantity. If less than a full cargo is to be carried, the quantity stated shall be the minimum quantity which the Charterer is required to supply.

- C. Loading Port _____
 Readiness Date: _____ Cancelling Date: _____
- D. Discharging Port _____
- E. Total Laytime _____ for loading; _____ for discharging
 (Running Hours.)
- F. Freight Rate _____

Freight Payable at: _____

- G. Demurrage per Hour _____
- H. Special provisions. - _____

IN WITNESS WHEREOF the parties hereto have executed this agreement, in duplicate, as of the day and year first above written.

Witness to signature of:

By:

Witness to signature of:

By:

PART II

1. WARRANTY

- (a) The Owner shall, before and at the commencement of the voyage, exercise due diligence to make the Vessel seaworthy, properly manned, equipped, and supplied for and during the voyage, and to make the pipes, pumps, and heater coils tight, staunch, and strong, in every respect fit for the voyage, and to make the tanks, holds, and other spaces in which cargo is carried fit and safe for its carriage and preservation.
- (b) It is understood that if the tank or tanks, into which the particular cargo covered by this Charter is to be placed, upon testing prove to be defective the Owner undertakes to execute the necessary repairs, provided repairs can be effected within 24 hours and at reasonable expense; otherwise, Owner has the option of cancelling this Charter in which case no responsibility shall rest with the Vessel, Owners, or Agents.

2. TIME FOR READINESS OF CARGO.

Charterer warrants that the cargo shall be available for loading at the designated loading port upon arrival of the Vessel within the Readiness and Cancelling date shown in Part I hereof. Any delay suffered by the Vessel for failure to conform to this warranty shall count as used lay time.

3. READINESS AND CANCELLING DATE.

Laytime shall not commence before the readiness date named in Part I, unless otherwise provided in this Charter, or unless the Charterer accepts a notice of readiness or orders or permits the Vessel to berth before that date, or otherwise waives the provisions of this paragraph. If the Vessel is not ready to load by 4.00 p.m. (local time) on the cancelling date named in Part I, the Charterer shall have the option of cancelling this Charter by giving the Owner notice of such cancellation within twenty-four (24) hours after the cancelling date; otherwise this Charter shall remain in full force and effect. The Charterer may in its notice of cancellation specify that it will nevertheless accept the Vessel if she is ready to load on or before a date or time that Charterer may designate in such notice in which event the Owner may at its option either treat this Charter Party as cancelled or tender the Vessel on or before the date named by the Charterer in its notice, whereupon this Charter shall remain in full force and effect.

4. NOTICE OF READINESS AND COMMENCEMENT OF LAYTIME.

- (a) When the Vessel has arrived at the port of loading or discharge and is ready to load or discharge, a notice of readiness shall be tendered to the Charterer or its agent by the Master or Agent by letter, telegraph, wireless or telephone. The Vessel shall be deemed ready within the meaning of this clause whether she arrives during or outside of usual business hours, whether she is in or out of berth or whether or not she has ballast water or slops in her tanks. Laytime shall commence either at the expiration of six (6) running hours after tender of notice of readiness, Vessel in or out of berth, except that any delay to the Vessel in reaching her berth caused by the fault of the Vessel or Owner shall not count as used laytime; or immediately upon the Vessel's arrival in berth (i.e. finished mooring when at a sea loading or discharging terminal and all fast when loading or discharging alongside a wharf) with or without notice of readiness, whichever first occurs.
- (b) Notwithstanding anything contained in paragraph (a) of this clause, laytime shall commence when the Vessel arrives at the loading or discharging port, whether or not berth is available; provided that notice of readiness shall always be tendered as therein stipulated.

5. LAYTIME.

- (a) The number of running hours specified as laytime in Part I shall be permitted the Charterer for loading, discharging, and used laytime; but any delay due to breakdown or inability of the Vessel's facilities to load or discharge the cargo within the time allowed shall not count as used laytime. If regulations of the Owner prohibit loading or discharging of the cargo at night, time so lost shall not count as used laytime; if the Charterer, shipper or consignee, or the port authorities prohibit loading or discharging at night, time so lost shall count as used laytime. The Vessel shall have the right to sail from all ports immediately upon the completion of loading or discharging whether or not laytime has expired.
- (b) Where commingled shipments, or separate shipments, are loaded or discharged concurrently at the same installation, the laytime allowed to each shipper shall be the gross number of hours allowed any of the commingled or separate shipments, it being conclusively presumed that loading and discharging of all such shipments shall commence simultaneously.

6. SAFE BERTH. SHIFTING.

- (a) If under Part I hereof the Charterer is given the right to name the loading and discharging berth, the Vessel shall load and discharge at any safe place or wharf, or alongside vessels or lighters reachable on her arrival, which shall be designated and procured by the Charterer, provided that the Vessel can proceed thereto, lie at, and depart therefrom always safely afloat, any lighterage being at the expense, risk and peril of the Charterer.
- (b) If under Part I hereof the Charterer is given the right to load or discharge at more than one berth, the Charterer shall arrange with the agent of the Vessel for shifting the Vessel at ports of loading and/or discharge from one safe berth to another on payment of all towage and pilotage shifting to the next berth, charges for running lines on arrival at and leaving that berth, wharfage and dockage charges at that berth, additional agency charges and expense, Customs overtime and fees, and any other extra port charges or port expenses incurred by reason of using more than one berth. Time lost to the Vessel on account of shifting shall count as used laytime.
- (c) Notwithstanding anything contained in paragraphs (a) and (b) of this clause, the Charterer warrants that the cargo shall be discharged at the ports and berths specified in Part I. Any change in loading or discharging ports or berths shall be made only as the result of special agreement in writing between Charterer and Owner, and in such case, Charterer shall assume all cost incident to such change, including the value of the vessel's time if the voyage is prolonged thereby.

- (d) Lighterage. Lighterage at port of loading shall be at the risk and expense of Charterer. The Charterer shall deliver cargo to alongside Vessel as instructed by Owner, and the Owner shall provide a berth immediately alongside the Vessel for the barge or barges carrying the cargo after which pumping shall commence and proceed continuously.

7. PUMPING IN AND OUT, HOSES.

- (a) The cargo shall be pumped into the Vessel at the expense, risk and peril of the Charterer, and shall be pumped out of the Vessel at the expense of the Vessel, but at the risk and peril of the Vessel only so far as the Vessel's permanent hose connections, where delivery of the cargo shall be taken by the Charterer or consignee. The Vessel shall furnish her pumps and the necessary steam for discharging in all ports where the regulations permit of fire on board, as well as necessary hands. Should regulations not permit fires on board, the Charterer or consignee shall supply, at its expense, all steam necessary for discharging as well as loading, but the Owner shall pay for steam supplied to the Vessel for all other purposes. If cargo is loaded from lighters, the Vessel, if permitted to have fires on board, shall, if required, furnish steam to lighters at Charterer's expense for pumping cargo into the Vessel.
- (b) Hoses--All hose (suitable to fit Vessel's connection) and other necessary equipment and labor to accomplish delivery of cargo to be provided by Charterer at Charterer's risk and expense.
- (c) Stevedoring--If stevedoring is required, it is to be arranged and paid for by the Charterer.
- (d) Steam--Vessel to furnish steam at its expense for the operation of receiver's pumps at port of discharge.
- (e) Squeezing--Squeezing to be paid by the Owner and time used is not to count as used laytime.
- (f) When shipments are commingled before loading--The cargo to be carried pursuant to this Charter Party has been or will be commingled with cargo belonging to other Charterers prior to loading, and will be loaded into the tanks of the Vessel without separation or identification. Neither the Vessel nor Owner assumes any responsibility for the consequences of such commingling, nor for separation of the several consignments at the time of delivery. The Vessel undertakes to deliver only that proportion of the cargo actually loaded in the designated tanks which is represented by the percentage that the amount specified in the Bill of Lading issued for the cargo covered by this Charter Party bears to the total of the commingled shipments delivered at destination.
- (g) When shipments are to be commingled upon loading in the tanks of a vessel--It is understood that the Vessel will carry cargoes supplied by other Charterers to be carried subject to the terms of substantially similar part-cargo charter parties. Where the products are similar, the Vessel shall have the right to commingle such products in the tanks of the Vessel, in which case the Vessel undertakes to deliver only that proportion of the cargo actually loaded in the designated tanks which is represented by the percentage that the total amount specified in the bill of lading bears to the total of the commingled shipments delivered at destination. Neither the Vessel nor Owner assumes any responsibility for the consequences of such commingling, nor for the separation thereof at the time of delivery.
- (h) Unless notation or exception is made in writing on the bill of lading, or other shipping document before departure of the vessel from the dock or place at which the said cargo is delivered, receipt of the cargo shall be deemed prima facie evidence of right delivery of the entire cargo as described in the bill of lading; further, that upon failure or refusal by the Charterer or its representative to execute or except to the ullage reports prepared by the vessel, the figures stated in said ullage reports shall be deemed prima facie correct and binding upon the parties hereto.

8. PRODUCTS EXCLUDED. FLASHPOINT.

- (a) No product shall be shipped which fails to meet one or the other of the two following requirements. (1) The vapor pressure at one hundred degrees Fahrenheit (100deg. F.) shall not exceed thirteen pounds (13 lbs.) as determined by the A.S.T.M. Method (Reid Method) identified as D-323 current at the time shipment is made. (2) The distillation loss shall not exceed four per cent (4%) and the sum of the distillation loss and the distillate collected in the receiving graduate shall not exceed ten per cent (10%) when the thermometer reads one hundred twenty-two degrees Fahrenheit (122deg. F.). Note--The distillation test shall be made by A.S.T.M. Method identified as D-86 current at the time shipment is made. When products other than Naphtha or Gasoline are tested, the distillation loss may be determined by distilling not less than twenty-five per cent (25%) and deducting from one hundred per cent (100%) the sum of the volumes of the distillate and the residue in the flask (cooled to a temperature of sixty degrees Fahrenheit (60deg. F.)).
- (b) No petroleum or its products having a flashpoint under 150 deg. Fahrenheit (Closed Cup Abel Test) shall be loaded from lighters but this clause shall not restrict the Charterer from loading or topping off crude oil from vessels or barges inside or outside the bar at any port or place where bar conditions exist.

9. FREIGHT.

- (a) Full freight to the discharging port named in Part I or declared by the Charterer in accordance with this Charter shall be completely earned on all cargo as loaded and the Owner shall be entitled to receive and retain such freight irrevocably under all circumstances whatsoever ship and/or cargo lost or not lost, whether or not the cargo is damaged or unsound, or in the event the voyage is abandoned or broken up.
- (b) The freight shall be at the rate stipulated or incorporated in Part I based on the intake quantity as shown by the Inspector's Certificate of Inspection, the services of the Inspector to be arranged and paid for by the Charterer who shall furnish the Owner's Agent with a copy of the Inspector's Certificate.
- (c) Freight, less any advances made to the Master at the port or ports of loading, shall, unless otherwise agreed in Part I, be paid in full without discount in United States currency to the Owner's Agent at the Agent's place of business upon receipt by the Agent of figures indicating the quantity of cargo loaded as provided in sub-paragraph (a) above. No deduction in freight shall be made for water and/or sediment contained in the oil.

10. DEADFREIGHT.

Charterer will load as much oil as, in the opinion of the Master is required to fill the tank or tanks (whether such quantity be less than or in excess of the tonnage stated in Part I hereof), filling which Charterer shall pay deadfreight on the quantity short of Master's requirements, or if, as a result of the Charterer's failure to deliver on board the quantity required by the Master, there is in the tank or tanks not sufficient to render it, in the opinion of the Master, safe for the voyage, he shall be at liberty to require Charterer to remove the oil loaded at Charterer's expense and risk and Charterer agrees to pay deadfreight at the rate per ton stipulated in Part I hereof on the full oil capacity of the tank or tanks.

11. DEMURRAGE.

- (a) Charterer shall pay demurrage per running hour and pro rata for a part thereof at the rate stipulated in Part I for all time that loading and discharging and used laytime as elsewhere herein provided exceeds the allowed laytime herein specified. If, however, (demurrage shall be incurred at ports of loading and/or discharge because of fire or explosion in or about the plant, or because of breakdown of machinery or loading or discharging facilities of the Charterer, shipper or consignee of the cargo, the rate of demurrage shall be reduced to one-half the rate stipulated in Part I hereof per running hour and pro rata of such reduced rate for part of an hour for demurrage so incurred.
- (b) Where commingled or separate shipments are loaded or discharged at the same installation, demurrage shall be apportioned among such shipments in proportion to the ratio which each bears to the aggregate thereof; provided, however, that where the cause of the delay results from the act of any specific Charterer or shipper, the total demurrage on the vessel shall be charged against such Charterer or shipper and such shipment.
- (c) Dispatch--No dispatch money shall be payable under this Charter Party

12. DUES, WHARFAGE, TAXES.

The vessel shall be free of any wharfage, dockage, quay dues or similar charges at all loading and discharging ports. Entrance and clearance fees whether measured by the volume of cargo or not, towing and tug charges, pilotage, dues, and other usual port charges on the Vessel shall be paid by the Owner. All other dues, taxes, assessments, and charges on the cargo shall be paid by the Charterer including but without limitation any habilitation tax, Customs overtime, taxes on freight at loading or discharging ports as well as any unusual taxes, assessments or governmental charges whether in effect at present or whether imposed on the Vessel or freight in the future and whether or not measured by the volume of the cargo, shall be paid by the Charterer.

13. ICE.

The Vessel shall not be ordered to or bound to enter any ice-bound port or place or any place where lights, lightships, marks or buoys on Vessel's arrival are or are likely to be withdrawn by reason of ice or where there is risk that ordinarily the Vessel will not be able on account of ice to enter, reach or leave the place. The Vessel shall not be obliged to force ice. If on account of ice the Master considers it dangerous to enter or remain at any loading or discharging place for fear of the Vessel being frozen in and/or damaged, he shall have the liberty to sail to another place or port which is free from ice and at which there are facilities for loading or discharging cargo and there await Charterer's further instructions. The whole of the time occupied from the time the Vessel is diverted by reason of ice or other conditions until her arrival at an ice-free port as well as any detention by reason of ice or any of the above causes shall be paid for by the Charterer at the demurrage rate stipulated in Part I.

14. QUARANTINE.

- (a) Should the Charterer send the Vessel to any port or place where a quarantine exists, any delay thereby caused to the Vessel shall count as used laytime; but should the quarantine not be declared until the Vessel is on passage to such port, the Charterer shall not be liable for any resulting delay. The Owner shall be entitled to all the liberties specified in Clause 29.
- (b) If the Vessel, prior to or after entering upon this Charter, has docked or docks at any wharf which is not rat-free or stegomyia-free, she shall before proceeding to a rat-free or stegomyia-free wharf, be fumigated by the Owner at his expense, except that if the Charterer ordered the Vessel to the infected wharf he shall bear the expense of fumigation

15. CLEANING.

Prior to loading, Charterer shall inspect the designated tanks for the purpose of determining that they are in suitable condition for the loading and carriage of the cargo specified hereunder. Acceptance of the tanks by Charterer's representative shall be conclusive as to their suitability for such purposes. If Charterer's representative does not accept the tanks as suitable for the cargo, the Owner shall have the right, at its option, to cancel this Charter Party, without any resulting liability on the part of either party, or to again clean the tanks, subject to inspection as above.

16. HEATING.

- (a) If heating of the cargo is requested by the Charterer, the Owner shall exercise due diligence to maintain the temperatures requested. Notwithstanding any other provisions herein the Owner shall not be responsible if such temperatures are not maintained by reason of any cause beyond the Owner's control and the laytime and demurrage provisions herein shall remain in full force and effect. The burden of proving the failure to exercise due diligence shall be on the Charterer or person claiming damage or other relief. Whenever the Owner's failure to maintain temperatures is excused under this or any other provision of this Charter, Charterer shall assume all risks of delay during discharge due to the nature or condition of the cargo and shall pay demurrage if any.
- (b) Unless agreed to in writing by Owner, the Vessel is not under any obligation to heat the cargo, but Owner reserves the right to heat the cargo to facilitate discharge.

- (c) If Charterer decides that heat ought to be applied to the cargo, Charterer's instructions to Owner will be in the following form: "Please instruct the Master hours before arrival at discharge port to apply heat to cargo so that on arrival at discharge port the temperature about two feet above the coils shall be about degrees Fahrenheit and to maintain approximately that temperature during discharge."

17. GENERAL EXCEPTIONS CLAUSE.

- (a) Neither the Vessel nor the Master or Owner shall be or shall be held liable for any loss of or damage or delay to the cargo or for any failure in performing hereunder arising or resulting from:-- Any act, neglect or default of the Master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; barratry; fire, unless caused by the personal design or neglect of the Owner; collision; stranding; perils, dangers or accidents of the seas or other navigable waters; saving or attempting to save life or property; wastage in weight or hulk or any loss or damage arising from inherent defect, quality or vice of the cargo; any actor omission of the Charterer, shipper, consignee, owner of the goods or holder of the bill of lading, their agents and representatives; insufficiency of packing; insufficiency or inadequacy of marks; explosion, bursting of boilers, breakage of shafts or any latent defect in hull, machinery, equipment or appurtenances; unseaworthiness of the Vessel whether existing at the beginning of the voyage or developing during the voyage unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped, and supplied; leakage; shrinkage; evaporation; change in quality of the cargo; handling or transportation losses; difference between actual or reported intake and out-turn quantities; stowage or contact with or leakage from other cargo; discoloration; contamination; deterioration; any consequence arising out of shipping more than one grade of cargo; or from any other cause arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer shall, unless otherwise in this Charter expressly provided, be responsible for any loss of or damage or delay to or failure to discharge or deliver the cargo arising or resulting from:--Act of God; act of war; act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people; seizure under legal process provided bond is promptly furnished to release the Vessel or cargo; strikes, lockouts, stoppage or restraint of labor from whatever cause whether partial or general; or riot or civil commotion. No exemption afforded the Charterer under this clause shall relieve the Charterer of or diminish its obligations for payment of any sums due the Owner under other provisions of this Charter.
- (b) The tanks having been inspected by the charterer's inspector as to tightness and cleanliness, notwithstanding any other provision of this Charter, neither the Vessel nor the Owner shall be liable for loss or damage due to contamination, deterioration, discoloration or change in quality or characteristics, or leakage, unless there is negligence on the part of the Vessel.

18. JASON CLAUSE.

The event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Owner is not responsible by statute, contract, or otherwise, the cargo, shippers, consignees, or owners of the cargo shall contribute with the Owner 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 ship is owned or operated by the Owner, salvage shall be paid for as fully as if the salving ship or ships belong to strangers.

19. BOTH TO BLAME COLLISION CLAUSE.

If the ship comes into collision with another ship as a result of the negligence of the other ship 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 ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss at or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier. 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 to a collision or contact.

20. GENERAL AVERAGE.

General average shall be adjusted, stated and settled, according to York-Antwerp Rules 1950, at such port or place in the United States as may be selected by the Owner, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the Owner, must be furnished before delivery of the cargo. Such cash deposit as the Owner or his agents may deem sufficient as additional security for the contribution of the cargo and for any salvage and special charges thereon, shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Owner before delivery. Such deposit shall, at the option of the Owner, be payable in United States money, and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any, shall be paid in United States money.

21. DEVIATION CLAUSE.

The Vessel shall have liberty to call at any ports in any order, to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress, to deviate for the purpose of saving life or property or of landing any ill or injured person on board, and to call for fuel or stores at any port or ports in or out of the regular course of the voyage. Any salvage shall be for the sole benefit of the Owner.

22. OTHER PORTS.

If this Charter Party is for a part cargo;--

- (a) Owner has the right, either before or after loading cargo covered by this Charter Party, to load or discharge cargo belonging to the Charterer or others in any ports, rotation of ports to be at Owner's option;
- (b) Owner has privilege of discharging the cargo covered by this Charter Party at any port and to transship it at Owner's risk and expense by any vessel or other means of transportation by water, or by rail, to the destination shown in Part I of this Charter Party.

23. LIMITATION OF LIABILITY.

- (a) Any provision of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the owner or chartered owner of vessels by any statute or rule of law for the time being in force. Nothing in this charter shall operate to limit or deprive the Owner of any statutory exceptions or limitation of liability on the theory of personal contract or otherwise.
- (b) The Owner and the Vessel in all matters arising under this Charter Party or any bill of lading issued hereunder shall be entitled to the like privileges, rights, and immunities as are contained in Sections 3 (6), 4, and 11 of the Carriage of Goods by Sea Act of the United States approved April 16, 1936.
- (c) Neither the Vessel or Owner, nor any corporation owned by, subsidiary to or associated or affiliated with the Vessel or Owner shall be liable to answer for or make good any loss or damage to the cargo occurring at any time and even though before loading on or after discharge from the Vessel, by reason or by means of any fire whatsoever, unless such fire shall be caused by the Owner's design or neglect.

24. BILLS OF LADING.

Bills of Lading in the form appearing below for cargo shipped shall be signed by the Master or Agent as requested. Any bill of lading signed by the Master or Agent of the Owner shall be without prejudice to the terms, conditions and exceptions of this Charter and shall be subject to all such terms, conditions and exceptions. The Charterer shall indemnify the Owner, the Master, and the Vessel from all consequences or liabilities that may arise from the Charterer or its agents or the Master or Vessel's agents signing bills of lading or other documents inconsistent with this Charter or from any irregularity in papers supplied by the Charterer or its agents, or from complying with any orders of the Charterer or its agents.

25. LIEN.

The Owner shall have an absolute lien on the cargo for all freight dead freight, demurrage and costs, including attorney's fees, of recovering the same, which lien shall continue after delivery of the cargo into the possession of the Charterer, or of the holders of any bills of lading covering the same, or of any storageman.

26. AGENTS.

The Owner shall appoint Vessel's agents at all ports.

27. SUBSTITUTION.

Owner has option to substitute another vessel provided she can report within the readiness and cancelling dates, and is suitable for the cargo, shown in Part I hereof.

28. ASSIGNMENT.

Subject to the approval of Owner, the Charterer shall have the option of subletting or assigning this Charter to any individual or company, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

29. LIBERTY CLAUSES.

- (a) In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Owner or Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the Vessel or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to continue or proceed on or continue the voyage or to enter or discharge the cargo at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the Owner may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the cargo at port of shipment and upon their failure to do so, may warehouse the cargo at the risk and expense of the cargo; or the Owner or Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the cargo there, may discharge the cargo into depot, lazaretto, craft or other place; or the Vessel may proceed or return, directly or indirectly, to or stop at any such port or place whatsoever as the Master or the Owner may consider safe or advisable under the circumstances, and discharge the cargo, or any part thereof, at any such port or place; or the Owner or the Master may retain the cargo on board until the return trip or until such time as the Owner or the Master thinks advisable and discharge the cargo at any place whatsoever as herein provided or the Owner or the Master may discharge and forward the cargo by any means at the risk and expense of the cargo. The Owner may when practicable, have the Vessel call and discharge the cargo at another or substitute port declared or requested by the Charterer. The Owner or the Master is not required to give notice of discharge of the cargo, or the forwarding thereof as herein provided. When the cargo is discharged from the Vessel, as herein provided, it shall be at its own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the Owner shall be freed from any further responsibility. For any service rendered to the cargo as herein provided the Owner shall be entitled to a reasonable extra compensation.

- (b) The Owner, Master and Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, points of call, stoppage, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the Vessel, the right to give such orders or directions. Delivery or other disposition of the cargo in accordance with such orders or directions shall be a fulfillment of the contract voyage. The Vessel may carry contraband, explosives, munitions, warlike stores, hazardous cargo and may sail armed or unarmed and with or without convoy.
- (c) In addition to all other liberties herein the Owner shall have the right to withhold delivery of, reshipe to, deposit or discharge the cargo at any place whatsoever, surrender or dispose of the cargo in accordance with any direction, condition or agreement imposed upon or exacted from the Owner by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the cargo shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the cargo.

30. PRIORITY.

All agreement of the Owner contained in this Charter Party shall be subject to any orders or instructions of priority or requisition issued by the United States Government or the Government of the flag of the Vessel or any agencies thereof, or the requirement of naval or military authorities or other agencies of Government.

31. ARBITRATION.

Any dispute arising from the making, performance or termination of this Charter Party shall be settled in New York, Owner and Charterer each appointing an arbitrator, who shall be a merchant, broker or individual experienced in the shipping business; the two thus chosen, if they cannot agree, shall nominate a third arbitrator who shall be an Admiralty lawyer. Such arbitration shall be conducted in conformity with the provisions and procedure of the United States Arbitration Act, and a judgment of the Court shall be entered upon any award made by said arbitrator. Nothing in this clause shall be deemed to waive Owner's right to lien on the cargo for freight, dead freight or demurrage.

32. APPROVAL.

If U. S. Government approval is required, this Charter Party is subject to that approval.

BILL OF LADING

Shipped in apparent good order and condition by
 on board the Motorship/Steamship
 Whereof is Master at the port of
 a quantity said to be pounds/tons/barrels/gallons of the quantity,
 measurement, weight, gauge, quality, nature, value and condition of the cargo are based on information given by the shipper and
 are unknown to the Vessel and the Master, to be delivered at the port of or so near thereto as the Vessel
 can safely get, always afloat, unto
 or order on payment of freight at the rate of
 This shipment is carried under and pursuant to the terms of the Charter dated
 at between
 and as Charterer, and all the terms whatsoever
 of the said Charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned
 in this shipment.

If this Bill of Lading is a document of title to which the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or similar legislation giving statutory effect to the International Convention for the Unification of Cerium Rules relating to Bills of Lading at Brussels of August 25, 1924, applies by reason of the port of loading or discharge being in territory in which the said Act or other similar legislation is in force, this Hill of Lading shall have effect subject to the provisions of the said Act or other similar legislation, as the case may be, which shall be deemed incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of it responsibilities or liabilities under said Act or other similar legislation. If any term of this Bill of Lading is repugnant to the said Act or other similar legislation as so incorporated, such terms shall be void to that extent but no further.

In Witness Whereof, die Master has signed Bills of Lading
 of this tenor and date, one of which being accomplished, the others will be void.

Dated at this day of

.....
 Master
 or
 As agents for the Master
 By

This Charter Party is a computer generated copy of the VEGOILVOY form, printed using software which is the copyright of Strategic Software Limited.

it is a precise copy of the original document which can be modified, amended or added to only by striking out of original characters, or the insertion of new characters, all such characters clearly highlighted by underlining or use of colour or use of a larger font and marked as having been made by the licensee or end user as appropriate and not by the author.

KVG Rider Clauses

1. Full freight payable in United States dollars Before Breaking Bulk. Owners to sign/release bills of lading marked 'Clean on board' and 'Freight collect' or 'Freight payable as per charter party' immediately upon completion of loading. Upon confirmation by tested telex from charterer's remitting bank that freight has been irrevocably remitted to owner's account, owners to have bills of lading re-marked as 'Freight prepaid'

In the event of freight assignment to owners' nominate account, head owners to provide in writing that the nominated beneficiary has their authorization and legal competence to collect the full freight on their behalf under this charter party, and guarantee their performance of the voyage till cargoes fully discharged in nominated port(s).

Owners nominated account as follows: To be advised

2. Total time to be reversible, including the allowable six (6) hours after notice of readiness tendered for all ports. This applies even when vessel is on demurrage. Six (6) hours notice of readiness at load and discharge port(s) to be given by Master to shippers/ receivers as soon as the vessel has arrived and is in every respect ready to load or discharge the cargo(es). Laytime to commence at 7:00AM or upon expiry of 6 Hours notice which occurs later.

3. Time shall not count as laytime or if on demurrage as demurrage time when used :

a) For and on an inward passage moving from anchorage, including awaiting tugs, pilot, tide, daylight, locks or any other reason whatsoever beyond charterers control

b) Due to overflow, breakdown, inefficiency, repairs, contamination investigation or other causes attributable to the vessel and/or owners including inability to pump out the cargo as provided for in the pumping clause hereof.

c) In ballasting or deballasting, or awaiting the availability of the shore deballasting facilities, unless performed simultaneously with pumping of the cargo and without delaying same.

d) In cleaning of tanks, pumps, pipelines, and for bunkering not concurrent with loading or discharging of cargo, residues, or for any other purposes of the vessel only.

4. Owners to appoint charterer's agents both ends, provided competitive fees. Charterers to advise discharge port agents preferably twenty-four (24) hours after loading at last loadport. Owners can appoint protective agents at their own cost.

5. Owners to appoint discharge port agents upon charterer's nomination of discharge port agents. Any delay due to owner's failing to appoint such agents in a timely fashion to be at owners cost.. Agents to ensure that delivery orders are released to receivers prior to such vessel's arrival at discharge port.

6. Rotation in owner's option but Owners to co-operate Charterer's request for discharge rotation where possible. Owners to accept charterer's letter of Indemnity without bank guarantee for change of discharge port but such letter of indemnity to be given to owners prior to vessel's arrival at originally declared discharge port.

7. Charterers have the option to shift the vessel to additional berth(s) and shifting charges to be for charterer's account.

9. Demurrage claim with supporting documents, if any, must be received by charterer within ninety (90) days from completion of vessel discharge at last port. Any claim received after ninety (90) days will be considered as null and void.

10. 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, at one half demurrage rate.

11. Should original bills of lading not be available at discharge port(s), owners to instruct Master/agents to release the entire cargo against charterers LOI without any bank guarantee. In relation to above, it is always understood that charterer to have option to change the name of notify party(ies) and/or discharge at other port(s) as spelt out in the discharge range as named in the Charter Party in the event of logistics re-arrangement even with some local bills of lading (ie supplier(s) bill of lading) destined otherwise, against charterer's (KVG) LOI without bank guarantee for such change of notify parti(es) and/or destination, owners to allow charterers/receivers to collect the cargoes and instruct disport agents to issue delivery order(s) accordingly. In the even local and 2nd set bills of lading have not been switch, owners to instruct Master to discharge cargo against Charterers' (KVG)'s LOI without bank guarantee (letter of indemnity format always to be in owner's P & I Club format).

12. If charterers book the entire ship, they shall have the option to sublet/complete with other cargo(es) for other accounts at the same or other loadport(s) for discharge at the same or other port(s), unless otherwise specified (always within the terms of the charter party agreed upon originally by charterers and owners). Charterer's cargo(es) to be kept strictly segregated from other charterer's cargo(es), unless otherwise agreed.

13. Owners to ensure that gas free certificate and all other certificates required by the Indian port authorities are obtained prior to arrival at first discharge port.

14. Owner to issue second set (global) bills of lading in Singapore or any other place required by charterers but such bills of lading will remain in owners/agents office until the first set (local) of local bills of lading are surrendered to owners/agents' office. Once the first set (local) bills of lading are surrendered, owners are to release the second set (global) bills of lading within one (1) working day to charterer without additional cost to charterer. Owners will fax a signed non negotiable copy of second (global) set bills of lading (even if first set of original bill of ladings has not been surrendered to owners or their agent) to charterer for filing manifest only with Indian customs .

15. Manifest must be filed three (3) working days in advance by the charterer's agents at discharge port based on second set of bill of lading. Any delay due to charterer's side in submitting documents in filing of manifest to the Indian port authority, time to count. If delay in filing of manifest is not due to charterer's side, then time shall not count.

16. In relation to the Vegoilvoy charter party form Clause 17 - General exception clause, strike,

lockouts, stoppage or restraint of labour from whatever cause whether partial or general, or riot or civil commotion at loadport and/or discharge port, waiting time to count as half laytime or if vessel is on demurrage, to count at half demurrage rate.

17. Calcutta Sandhead clause DELETE

If order to Calcutta and vessel waits at Sandheads due to congestion at Calcutta port or there is insufficient water for vessel to proceed or there is a bore-tide at time of arrival at Sandheads, laytime shall commence to count as at 8.00am on the next working day after notice of vessel's arrival has been given by radio to receivers or their agents and received during ordinary office hours. Whilst waiting off Sandheads, Sundays, holidays and Saturdays after 12.00 noon until 8.00 am on Monday not to count (unless vessel is on demurrage). Time from declaration by the Port Authorities that sufficient water is available for vessel to proceed from Sandheads to Calcutta including transit time shall not count. Waiting time as above shall be divided on pro-rata among the cargoes destined for loading/discharging in Calcutta.

18. Following usual owners' protective clauses to apply:

Clause Paramount.

New Jason clause.

Liberty clause.

Both to blame Collision clause.

Chamber of Shipping War Risks clause 1/2/3 Tankers (1952)

19. Vessel is not allowed to drydock for annual survey or special survey during the period of this charter.

20. Vessel's tanks, pumps, lines are to be suitable for intended cargoes and free from smell and odour. Prior to loading, the owners shall fully clean tanks, pipes, lines, hoses used for loading and/or discharging and pumps at their expenses and in their time and shall rest tightness of coils at their expenses and time, to the written satisfaction of charterers and/or shippers and/or charterer's surveyors. Cleaning to be always for owners' account, time so used for cleaning and deballasting not to count as laytime. Master to seal tanks prior to sailing from last port.

The vessels tanks must be clean and If in the opinion of charterer's inspector, the vessel's tanks is not clean then charterers have the right either to cancel the charter party or propose further limit for vessel's presentation.

21. Heating as per IASC/charterer's/shippers' written instructions. Vessel's maximum heating to be about 70 Degree Celsius.

22. Vessel to be classed Lloyd's 100A1 or equivalent and seaworthy and to be duly certified to charterers as such. Owner to issue a certificate showing vessel's class and that this classification is as per the Institution Classification clauses.

23. General Average and arbitration if any to be in London with English law to apply.

24. York/Antwerp rules 1974 as amended 1994 to apply.

25. freight tax/quay dues/ all berth hire charges, if any, to be for owner's account at all load port(s) and discharge port(s). Wharfage /dockage on vessel on Owners account even if calculated on the basis of quantity of cargo loaded in the Port. Taxes / dues on cargo to be for charterers account.

26. FOSFA clause: The last cargo in the vessel's tanks, lines & pump system receiving the oil of the contract description shall not have been a product on the Fosfa International List of Banned Previous Cargoes in force at the date of bills of lading.

The provision therein relating to the banned list shall apply in that none of the last three (3) previous cargoes carried should appear on the banned list or have been leaded petroleum, chemicals or other leaded products.

Immediate last two (2) must not be tallow products. (this clause apply also for any substitution owners may submit)

Owners guarantee that during loading/transit/discharge the cargo onboard the vessel does not come in contact with cast iron, copper, brass, bronze or their alloys (this includes yok albro)

27. Owners/vessel to comply with the following Fosfa new code of Practice (effective from August 1, 1993)

a. The Fosfa International Certificate of ship's compliance and cleanliness and suitability of ship's tanks.

b. The Fosfa International Ship's qualification - combined Master certificate statement by Captain / First Officer.

c. The Fosfa International qualification for all ships engaged in the ocean carriage and transshipment of oils and fats for edible and oleo-chemical use.

d. The Fosfa International Operational Procedure for all ships engaged in the ocean carriage and transshipment of oils and fats for edible and oleo-chemical use.

The above documents will be incorporated as a revision into Part One of the Fosfa International Code of Practice for member superintendents.

28. Owner/Master not to carry any other palm related cargoes for other charterers to India.

29. Vessel not to have any lines/pumps/tanks/fittings (inclusive of piping, pipe connections, valves, heating coils, temperature gauges, auto-gauging devices, high level alarm systems, fixed tank cleaning equipment, strainers, pumps or sampling apparatus that is made of bronze/copper or brass/copper alloy materials or gunmetal when handling this cargo.

30. Vessel to sail direct from (final) loadport to (first) discharge port provided safe navigation or force majeure.

31. No transshipment allowed.

32. Owners to pass on KVG's 'Agent's standing instructions' (as enclosed) to discharge port agents at the time of their appointment which owners are to ensure is strictly complied with by agents

33. No cargo to be loaded into slop tanks unless instructed by charterer.

34. If required and facilities provided by receivers, owners/master to provide two lines and pumps for discharging. Vessel to load/discharge cargo at maximum capacity. Vessel to squeeze the tanks

to avoid shortages at discharge port(s). Master to undertake to empty all cargo tanks and pipelines and to sign dry certificate duly countersigned by receivers or their representative provided signature obtainable. Said documents to be sent to charterers with best despatch.

35. Owners guarantee that vessel can provide a minimum discharge rate of at least 80 metric ton per hour against a back pressure of 7.0 kg/cm² or maintain at 100 p.s.i. at ship's connection, provided shore facilities permit.

36. Owners to give vessel's eta loadport upon fixing, together with vessel's full itinerary. Owner/Master to serve where applicable 7/5/3/2 days and 24 hours notice of arrival at load and discharge port(s). Owners to keep charterers posted immediately of any changes in vessel's ETA or itinerary.

38. Always subject to Master's discretion, charterers have the option to moor vessel alongside another vessel and load her via flexible line across (overboard). All mooring equipment needed for such operation to be applied and paid by charterers but owners to provide all necessary assistance in that respect..

39. Owners not to change ownership between time of arrival at loadport and completion of voyage. Owners undertake to confirm that the vessel is free from maritime liens or encumbrances of past and present owners relating to the supply of bunker, provisions, crew wages, loans, installments, on ship/ repairs or of any creditors. In case of arrest of the vessel during currency of the charter and voyage, owner's and managers shall make remedial action at once for completion of current voyage and discharge the cargo at destination.

40. Owners guarantee that vessel to be fully covered under their P and I Club coverage during and throughout the voyage. If required, owners to name their P and I club, and upon request to provide such certificate for cargoes' insurance purposes.

41. Otherwise as per standard Vegoilvoy charter party.

42. BIMCO Standard ISM clause as follows to apply:-

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

Except as otherwise provided in this charter party, loss, damage, expense or delayed caused by the failure on the part of the owners or 'the company' to comply with the ism code shall be for owners' account.

43. BIMCO ISPS Clause for voyage charter parties to apply :

(A) (i) From the date of coming into force of the international code for the security of ships and of port facilities and the relevant amendments to chapter xi of SOLAS (ISPS code) in relation to the vessel, the owners shall procure that both the vessel and "the company" (as defined by the ISPS code) shall comply with the requirements of the ISPS code relating to the vessel and "the company". Upon request the owners shall provide a copy of the relevant international ship security

certificate (or the interim international ship security certificate) to the charterers. The owners shall provide the charterers with the full style contact details of the company security officer (CSO).

(ii) Except as otherwise provided in this charter party, loss, damage, expense or delay, excluding consequential loss, caused by failure on the part of the owners or "the company" to comply with the requirements of the ISPS code or this clause shall be for the owners' account.

(B) (i) The charterers shall provide the CSO and the ship security officer (SSO)/master with their full style contact details and any other information the owners require to comply with the ISPS code.

(C) Provided that the delay is not caused by the owners' failure to comply with their obligations under the ISPS code, the following shall apply:

44. Charter party Administration clause as follows to apply:

The agreed terms and conditions of this charter shall be recorded and evidenced by the production of a fixture recap sent to both charterer and owner within twenty four (24) hours of fixture being concluded.

This recap shall state the name and date of the standard pre-printed charter party form, on which the charter is based, along with all amendments / additions / deletions to such charter party form.

This fixture recap shall be approved and acknowledged in writing as correct by both owner and charterer to the ship broker.

No formal written and signed charter party will be produced unless specifically requested by charterer or owner.

45. Vessel to meet load /discharge port requirements in addition to all other statutory requirements at all stages of voyage. Owners to ensure / be responsible for vessels workability of intended cargo at both load / dis ports.

46. Owners to ensure vessel is suitable in all respects for loading / carriage of cargo and delivery as per fosfa guidelines and standard trade practice.

47. KVG Global limited gives guarantee to owners for performance of this charter party. Notwithstanding anything contained in the charter party contract KVG Global Limited Hongkong will be ultimately responsible for performance of all charterers obligations Vis a Vis Shipowners including but not limited to demurrage / freight.

48. Pro rata waiting clause: if vessel loads/ discharges cargo for other charterer's at same berth(s) simultaneously, waiting time, time used and/or time on demurrage if any, is to be prorated in accordance with the respective cargo quantities of each charterer

When a cargo is loaded and / or discharged or otherwise handled, either separately or simultaneously at a berth or port for the account(s) or parties in addition to or other than Charterers' laytime while waiting for or at such berth or port shall be prorated based on the

percentage that each said parties and the Owners' cargo so loaded, discharged or handled at that berth or port bears to the entire cargo loaded, discharged or handled. The Charterers shall, in no event be responsible for any laytime incurred while a vessel is loading, discharging or handling a cargo solely for such other parties or waiting solely to load, discharge or handle such other parties' cargo.

TO : KVG GLOBAL LIMITED, HONGKONG
 ATTN : MR. ANIL SINGH / MR. PRANAV PANDYA / MR. SHIVAM NAYYAR
 CC : MR.SUDHANSHU AGARWAL / MR.SIDHANT AGARWAL
 FROM : RESHAMWALA SHIPBROKERS, MUMBAI
 DATE : 12TH MAY 2017

RE : CARIBBEAN ORCHID/ KVG CLEAN RECAP DTD 12TH MAY 2017
 =====

WE ARE PLEASED TO RECAP THE FOLLOWING FIXTURE WHICH IS CLEAN AND WITHOUT SUBJECTS.

+++ STRICTLY P N C AND NON-REPORTABLE +++

C/P : 12TH MAY 2017

CHARTERERS : KVG GLOBAL LIMITED, HONGKONG
 OWNERS : DM SHIPPING CO.,LTD
 COMMERCIAL OPERATORS : SUNWOO TANKER CO., LTD

VESSEL : "MT CARIBBEAN" (EX- CARIBBEAN ORCHID) Q88 ATTACHED
 LAST 3 CARGO : ATTACHED
 STOWAGE : **OWNERS TO REVERT**
 ITINERARY : MAY.,
 15TH/1200 ET DELIVERY OF VESSEL AND ET CLOSING
 15-21ST/ ET TRANSFER OF CLASS
 21ST/ ETD SINGAPORE
 22ND/ ETA BELAWAN TO LOAD
 24TH/ ETA LUBUK GUANG TO LOAD
 * **ABOVE SUBJECT AGW/WP**

PART CARGO : MINIMUM 7,000 MT ONE GRADE CRUDE PALM OIL (NO STEARIN , NO PFAD) WITH
 2% MORE IN CHOPT BUT ALWAYS WVNS
 * **HEATING AS PER FOSFA HEATING INSTRUCTIONS ATTACHED HEREWITH**

LOAD PORT : 1 SAFE PORT / 1 SAFE CHARTERERS BERTH DUMAI, INDONESIA

DISCH PORT : 1 SAFE PORT / 1 SAFE CHARTEERRS BERTH KANDLA, KANDLA

LAYDAYS : 21 - 25 MAY 2017

FREIGHT : USD 28.00 PMT BSS 1/1

PAYMENT : FULL FREIGHT TO BE PAID IN USD TO THE OWNERS DESIGNATED BANK ACCOUNT
 WITHIN 5 BANKING DAYS OR BEFORE BREAKING BULK WHICHEVER EARLY .

LAYTIME : 100 MTPH LOAD / 100 MTPH DISCH SHINC REV

DEMURRAGE : USD 12,500 PDPR

COMMISSION : 2.5 PCT BROKARAGE PAYBLE TO RESHAMWALA SHIPBROKERS BY OWNERS ON
 FREIGHT/DEAD FREIGHT/DEMURRAGE UPON SUCCESSFUL RECEIPT OF FREIGHT / DEAD FREIGHT /

DEMURRAGE.

- C/P : VEG OIL VOY CHARTER PARTY WITH KVG RIDER CLAUSES SUB REVIEW.

OTHER TERMS :

- CHARTERERS AGENT AT BENDS.
- FREIGHT TAX / WITHHOLDING TAX/ AWRP IF ANY TO BE FOR OWNER'S ACCOUNT.
- OWNERS CONFIRM THAT THEY CAN LOAD CHTR'S CPO 7KT WITHOUT USING 3W, 4W, AND 7W. AND TANKS USED FOR STOWAING CHARTERERS CARGO WILL NOT HAVE ANY LAST 3 CARGOES AS LEADED CARGOES OR CARGOES ON FOSFA BANNED LIST .
- OWNERS CONFIRM AND ENSURE VESSEL IS SUITABLE IN ALL RESPECTS FOR LOADING/CARRIAGE OF CRUDE PALM OIL CARGO AND DELIVERY AS PER FOSFA GUIDELINES AND STANDARD TRADE PRACTICE FOR CRUDE PALM OIL.
- OWNERS GIVE GURANTEE AS PER ATTACHED FOR ASSURING CARO HANDLING AS CONFIRM.
- NOTICES : 4 DAYS APPROXIMATE NOTICE AND 3/2/1 DAYS DEFINITE ARRIVAL NOTICE, AS APPLICABLE
- **OWNERS ADDITIONAL TERMS**

A) CHARTERERS TO ADVICE RESTRICTIONS (NOT LIMITED TO LOW FLASH TRANSIT CARGO) AT LOADPORT AND DISPORT.

B) OWNERS TO ENSURE VESSEL IS SUITABLE IN ALL RESPECTS FOR LOADING / CARRIAGE OF CARGO AND DELIVERY AS PER FOSFA GUIDELINES AND STANDARD TRADE PRACTICE.

C) GOVERNING LAW / ARBITRATION: ENGLISH LAW / LONDON ARBITRATION SMALL CLAIM PROCEDURE.

D) KVG GLOBAL LIMITED GIVES GUARANTEE TO OWNERS FOR PERFORMANCE OF THIS CHARTER PARTY. NOTWITHSTANDING ANYTHING CONTAINED IN THE CHARTER PARTY CONTRACT KVG GLOBAL LIMITED HONGKONG WILL BE ULTIMATELY RESPONSIBLE FOR PERFORMANCE OF ALL CHARTERERS OBLIGATIONS VIS A VIS SHIPOWNERS INCLUDING BUT NOT LIMITED TO DEMURRAGE / FREIGHT.

E) CHARTERERS WILL PAY DEMURRAGE WITHIN TEN DAYS OF CARGO DISCHARGE, AFTER OWNERS SUBMIT NOR, SOF, LAYTIME STATEMENT AND DEMURRAGE INVOICE.

F) ANY TAXES AND OR DUES ON CARGO/INCLUDING INDIAN SERVICE TAX TO BE FOR CHARTERERS ACCOUNT & TO BE SETTLED BY THEM DIRECTLY

G) ANY TAXES AND OR DUES ON VESSEL TO BE FOR OWNERS ACCOUNT

I) CONWARTIME 2004 TO BE INCORPORATED IN C/P & BILL OF LADING

+++END

PLEASE CONFIRM SAFE RECEIPT OF ABOVE CLEAN RECAP.

MANY THANKS FOR THIS BUSINESS OPPORTUNITY.



RESHAMWALA SHIPBROKERS

Thanks and Regards,

Milind Patil

Office : +91 22 61317011

Mobile : +91 9821011209 / +91 9930909909

Yahoo : max_mil82

Skype : patil.milind82

Email : chems@reshamwalashipbrokers.com

Website: www.reshamwalashipbrokers.com

TAIKUN SHIPPING CO., LTD

Notice of Readiness

Port, DUMAI, INDONESIA Date, 30TH MAY 2017

Messrs, _____

M/T CARIBBEAN

Dear Sirs,

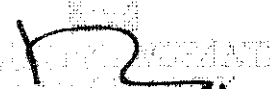
This is notify that the above vessel has arrived at DUMAI, INDONESIA
at 0730 hours on the 25th MAY 2017 And now she is ready In all respects to commence
LOADING her cargo in accordance with the terms and condition of the Charter Party.

Cargo : 7,000 M/T of CRUDE PALM OIL in bulk

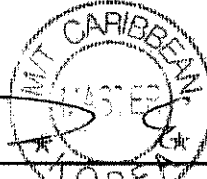
This Notice of Readiness Tendered at 0440 Hours on the 25 MAY 2017

This Notice of Readiness Accepted/Received at 04.30 Hours on the 30 MAY 2017.

Without Prejudice to 1st NOR Tender time as the 25th of May, 2017 04:40 LT


KEMANTARA
AS AGENT ONLY

Terminal representative


Master of M/T CARIBBEAN

Shipper (or Consignee)'s file
Master's file
Head office copy

TAIKUN SHIPPING CO., LTD.

Time Sheet

Vessel	M/T CARIBBEAN	Voyage Number	17001	Date	01 ST JUNE 2017
				Port	DUMAI, INDONESIA
Arrived from	LUBUK GAUNG, INDONESIA				
Time and Date of Arrival	0730 LT / 25 TH MAY 2017				
Time and Date Dropped Anchor	0840 LT / 25 TH MAY 2017				
Time and Date Pilot on Board	0055 LT / 30 TH MAY 2017				
Time and Date Commenced Shifting to Berth	0110 LT / 30 TH MAY 2017				
Time and Date of Arrival Berth (Made Fast) JETTY'B'	0250 LT / 30 TH MAY 2017				
Time and Date Pilot Away	0250 LT / 30 TH MAY 2017				
Time and Date of Free Pratique (At Belawan)	1240 LT / 22 ND MAY 2017				
Time and Date of Inspected Cargo Tanks	0340 – 0430 LT / 30 TH MAY 2017				
Time and Date Notice of Readiness Tendered	0440 LT / 25 TH MAY 2017				
Time and Date Notice of Readiness Accepted	0430 LT / 30 TH MAY 2017				
Time and Date Hoses Connected (Parcel 2)	2100 LT / 30 TH MAY 2017				
Time and Date Commenced Loading	2355 LT / 30 TH MAY 2017				
Time and Date Completed Loading	2300 LT / 31 ST MAY 2017				
Time and Date Hose Disconnected	2320 LT / 31 ST MAY 2017				
Time and Date Cargo Document Onboard	0300 LT / 01 ST JUNE 2017				
Time and Date of Sailing	0400 LT / 01 ST JUNE 2017				
Description of Cargo (Parcel II)	CRUDE PALM OIL (CPO)				
Quantity as per B/L	6,999.957	MT	Quantity as per Ship	6,989.333	MT


Remark : B/L Quantity is Parcel I and Parcel II commingle loading

0110 LT / 30 TH MAY 2017: ANCHOR UP	0310 LT / 30 TH MAY 2017 ; GANGWAY DOWN
0315 LT / 30 TH MAY 2017: SURVEYOR ON BOARD	0320-0340 LT / 30 TH MAY 2017: SAFETY MEETING
2145-2300 LT / 31 ST MAY 2017: AIR BLOWING AND PIGGING	
2310-2350 LT / 31 ST MAY 2017: ULLAGING, SAMPLING, CALCULATION	

We hereby certify that the above is true and correct.

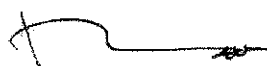


As Shipper (or Consignee)



Master of M/T CARIBBEAN

Shipper (or Consignee)'s
file
Master's file
Head office 1 copy



As Agents: PT. BAHAM EKA NUSANTARA

TAIKUN SHIPPING CO., LTD

Notice of Readiness

Port, KANDLA, INDIA Date, 12th JUNE 2017

Messrs, _____

M/T CARIBBEAN

Dear Sirs,

This is notify that the above vessel has arrived at KANDLA, INDIA
at 1030 LT hours on the 11th JUNE 2017 And now she is ready In all respects to
commence DISCHARGING her cargo in accordance with the terms and condition of the Charter
Party.

Cargo : 6999,957 M/T of CRUDE PALM OIL in bulk

This Notice of Readiness Tendered at 1100 LT Hours on the 11th JUNE 2017

This Notice of Readiness Accepted/Received at 1100 Hours on the 11/06/2017


Terminal representative


Master of M/T CARIBBEAN

Shipper (or Consignee)'s file
Master's file
Head office copy

TKNF-PR09-24 (1/1) (2016.12.01.)

TAIKUN SHIPPING CO., LTD.

Time Sheet

Vessel M/T CARIBBEAN Voyage Number 17-001 Date 13TH JUNE 2017
 Port KANDLA, INDIA

Arrived from	MUMBAI, INDIA		
Time and Date of Arrival	1030 LT / 11 TH JUNE 2017		
Time and Date Dropped Anchor	1100 LT / 11 TH JUNE 2017 (Inner Anchorage)		
Time and Date Pilot on Board	1220 LT / 12 TH JUNE 2017		
Time and Date Commenced Shifting to Berth	1020 LT / 12 TH JUNE 2017		
Time and Date of Arrival Berth OIL JETTY NO.1	1350 LT / 12 TH JUNE 2017		
Time and Date Pilot Away	1350 LT / 12 TH JUNE 2017		
Time and Date of Free Pratique (Mumbai, India)	1300 LT / 09 TH JUNE 2017		
Time and Date of Inspected Cargo Tanks	1310-1330 LT / 13 TH JUNE 2017		
Time and Date Notice of Readiness Tendered	1100 LT / 11 TH JUNE 2017		
Time and Date Notice of Readiness Accepted	1100 LT / 11 TH JUNE 2017		
Time and Date Hoses Connected	1630 LT / 12 TH JUNE 2017 (2 HOSE 6")		
Time and Date Commenced Discharging	1640 LT / 12 TH JUNE 2017		
Time and Date Completed Discharging	1310 LT / 13 TH JUNE 2017		
Time and Date Hose Disconnected	1350 LT / 13 TH JUNE 2017		
Time and Date Cargo Document Onboard	1400 LT / 13 TH JUNE 2017		
Time and Date of Sailing	1400 LT / 13 TH JUNE 2017		
Description of Cargo	CRUDE PALM OIL		
Quantity as per B/L	6,999.957 MT	Quantity as per Ship	6,990.674 MT

Remark

1435 LT / 12 TH JUNE 2017: SURVEYOR ON BOARD	1435-1445 LT / 12 TH JUNE 2017: SAFETY MEETING
1445-1810 LT / 12 TH JUNE 2017: ULLAGING, SAMPLING, CALCULATION	2230 LT / 12 TH JUNE 2017: START CIRCULATION COT NO. 9 W
2330-2400 LT / 12 TH JUNE 2017: SQUEEZING COT NO. 9 P	0600-0325 LT / 13 TH JUNE 2017: SQUEEZING COT NO. 5 S
0050-0115 LT / 13 TH JUNE 2017: SQUEEZING COT NO. 2 S	0115-0125 LT / 13 TH JUNE 2017: AIR BLOW COT NO. 2 S
0125-0135 LT / 13 TH JUNE 2017: SQUEEZING COT NO. 2 P	0125-0140 LT / 13 TH JUNE 2017: AIR BLOW COT NO. 2 P
0145 LT / 13 TH JUNE 2017: RESUME DISCH COT NO. 5W & 6W	
0550 LT / 13 TH JUNE 2017: TEMPORARY STOP DISCH DUE TO LOADING MASTER ORDER	0600-0610 LT / 13 TH JUNE 2017: HOSE OFF (1 SIDE MANIFOLD)
0550-0600 LT / 13 TH JUNE 2017: AIR BLOW FROM MANIFOLD SIDE	
0635 LT / 13 TH JUNE 2017: RESUME DISCH DUE TO LOADING MASTER ORDER	
1025-1050 LT / 13 TH JUNE 2017: SQUEEZING COT NO. 5 S	1050-1055 LT / 13 TH JUNE 2017: AIR BLOW COT NO. 5 S
1055-1125 LT / 13 TH JUNE 2017: SQUEEZING COT NO. 5 P	1125-1130 LT / 13 TH JUNE 2017: AIR BLOW COT NO. 5 P
1220-1235 LT / 13 TH JUNE 2017: SQUEEZING COT NO. 6 P	1235-1240 LT / 13 TH JUNE 2017: AIR BLOW COT NO. 6 P
1300-1310 LT / 13 TH JUNE 2017: SQUEEZING COT NO. 6 S	1310-1315 LT / 13 TH JUNE 2017: AIR BLOW COT NO. 6 S

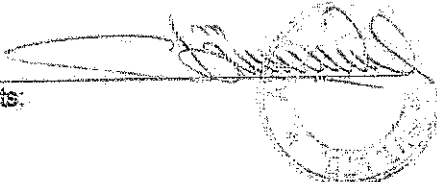
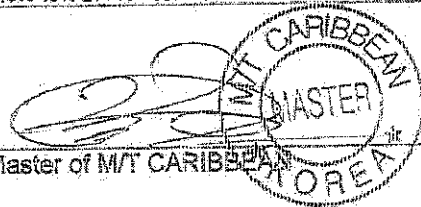
We hereby certify that the above is true and correct.

As Shipper (or Consignee)

Master of M/T CARIBBEAN

Shipper (or Consignee)'s
 file
 Master's file
 Head office 1 copy

As Agents:



M/S ATLANTIC SHIPPING PVT LTD
KANDLA
STATEMENT OF FACTS

NAME OF VESSEL	M.T. CARIBBEAN	DATE	13.06.2017
MASTER NAME	CAPT. KIM HO BONG	VOY. NO	V17001
LOAD PORT	DUMAI, INDONESIA	PORT	KANDLA
CARGO	CRUDE PALM OIL (EDIBLE GRADE) IN BULK	OPR	DISCHARGE
BL QTY	6999.957 MTS	BERTH NO	OJ - 01

VESSEL ARRIVED	<u>1030</u>	HRS ON	<u>11.06.2017</u>
NOTICE OF READINESS TENDERED	<u>1100</u>	HRS ON	<u>11.06.2017</u>
DROPPED ANCHOR AT OUTER ANCHORAGE	<u>1100</u>	HRS ON	<u>11.06.2017</u>
ANCHOR AWEIGH FOR BERTHING	<u>1020</u>	HRS ON	<u>12.06.2017</u>
PILOT ON BOARD FOR BERTHING	<u>1220</u>	HRS ON	<u>12.06.2017</u>
FIRST LINE MADE FAST	<u>1335</u>	HRS ON	<u>12.06.2017</u>
MADE ALL FAST AT CJ - 01	<u>1350</u>	HRS ON	<u>12.06.2017</u>
GANGWAY PLACED	<u>1415</u>	HRS ON	<u>12.06.2017</u>
CUSTOM BOARDED	<u>1420</u>	HRS ON	<u>12.06.2017</u>
CUSTOM ENTRY INWARD GRANTED	<u>1515</u>	HRS ON	<u>12.06.2017</u>
COMMENCED ULLAGING / SAMPLING / CALCULATION	<u>1445</u>	HRS ON	<u>12.06.2017</u>
COMPLETED ULLAGING / SAMPLING / CALCULATION	<u>1610</u>	HRS ON	<u>12.06.2017</u>

INSTALLATION: FASWI 3200.000 MTS ON A/C OF M/S. KANPUR EDIBLES PVT LTD

COMMENCED HOSE CONNECTION	<u>1610</u>	HRS ON	<u>12.06.2017</u>
COMPLETED HOSE CONNECTION	<u>1630</u>	HRS ON	<u>12.06.2017</u>
COMMENCED DISCHARGE	<u>1640</u>	HRS ON	<u>12.06.2017</u>
COMPLETED DISCHARGE	<u>0550</u>	HRS ON	<u>13.06.2017</u>
COMMENCED AIR BLOWING	<u>0550</u>	HRS ON	<u>13.06.2017</u>
COMPLETED AIR BLOWING	<u>0600</u>	HRS ON	<u>13.06.2017</u>
COMMENCED HOSE DISCONNECTION	<u>0600</u>	HRS ON	<u>13.06.2017</u>
COMPLETED HOSE DISCONNECTION	<u>0610</u>	HRS ON	<u>13.06.2017</u>



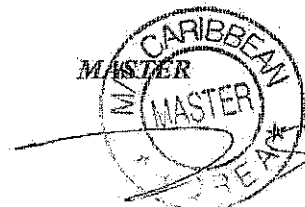
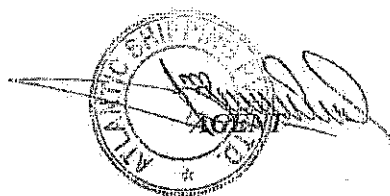
INSTALLATION: FASWI 3799.957 MTS ON A/C OF M/S.KANPUR EDIBLES PVT LTD

COMMENCED HOSE CONNECTION	1610	HRS ON	12.06.2017
COMPLETED HOSE CONNECTION	1630	HRS ON	12.06.2017
COMMENCED DISCHARGE	1640	HRS ON	12.06.2017
COMPLETED DISCHARGE	1310	HRS ON	13.06.2017
COMMENCED TANK INSPECTION	1310	HRS ON	13.06.2017
COMPLETED TANK INSPECTION	1330	HRS ON	13.06.2017
COMMENCED AIR BLOWING	1330	HRS ON	13.06.2017
COMPLETED AIR BLOWING	1340	HRS ON	13.06.2017
COMMENCED HOSE DISCONNECTION	1340	HRS ON	13.06.2017
COMPLETED HOSE DISCONNECTION	1350	HRS ON	13.06.2017
DOCUMENTS COMPLETED	1400	HRS ON	13.06.2017
PILOT ON BOARD FOR UN BERTHING		HRS ON	.06.2017
VESSEL ALL CLEAR		HRS ON	.06.2017
VESSEL SAILED		HRS ON	.06.2017

MASTER/AGENTS REMARKS:-

- * Vessel arrived and berthed as per availblity of tide/ berth/ pilot at oil jetty
- * Vessel is not responsible for the loss of quantity beyond ship's manifold

NARENDRA FORWARDERS PVT.LTD
AS RECEIVER AGENTS OF
M/S KANPUR EDIBLES PVT LTD





AKSHAT Marine Technocrats Pvt. Ltd.

Dry & Liquid Bulk Cargo Surveyors, Loss Assessors,
Engineers & Valuers, IICL Approved Container Inspectors
CIN No.: U63090GJ2013PTC077278

TIME SHEET

VESSEL / VOY NO.		MT. CARIBBEAN	VOY NO. 17001
CARGO		CRUDE PALM OIL (E.G.) IN BULK	
CLIENT/SHIPPER		M/S. KVG GLOBAL LIMITED	
SHIP TANK NOS.		2W, 5W, 6W & 9W	
DATE	TIME IN HRS	PARTICULARS	
11.06.2017	1100	Vessel Arrived At O.T.B	
11.06.2017	1100	N.O.R Tendered	
12.06.2017	1020	Anchor Aweigh	
12.06.2017	1220	Pilot On Board For Berthing	
"	1335	First Line Ashore	
"	1350	Vessel Made All Fast At Oil Jetty.No-01	
"	1415	Gangway Placed	
"	1435	Surveyor/Fssai On Board	
"	1435-1445	Discussions With Chief Officer	
"	1445-1610	Ullaging, Sampling, Calculations	
FSWAI-606		A/C	KANPUR EDIBLES P. LTD (6,999.957mts)
12.06.2017	1610-1630	Hose Connection(1x8") 1x6"	
12.06.2017	1640	Commenced Discharge	
13.06.2017	0550	Completed Discharge	
		Tank Inspection	
13.06.2017	0550-0600	Air Blowing	
"	0600-0610	Hose Disconnection	
FBHL-207& 710		1610-1630	Hose Connection(1x8") 1x6"
12.06.2017	1640	Commenced Discharge	
13.06.2017	1310	Completed Discharge	
"	1310-1320	Tank Inspection	
"	1320-1340	Air Blowing	
"	1340-1350	Hose Disconnection	

DELAY/REMARKS IF ANY

MASTER/CHIEF OFFICER



For AKSHAT MARINE TECHNOCRATS PVT. LTD.

INSPECTOR



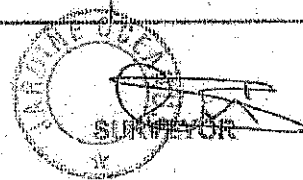
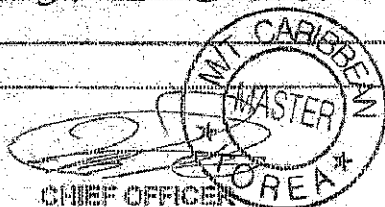
Jardine
Oceanus




Vessel :	MIP. CARIBBEAN
Cargo :	CRUDE PALM OIL
Place :	OIL JETTY NO. 01 @ KANAKA
Voy No. :	17001

TIME LOG

PARTICULARS	TIME	DATE
Vessel Arrived at outer anchorage	1030	11.06.2017
Drop anchor	1100	- " -
Anchor away	1020	12.06.2017
Pilot on board for berthing	1220	- " -
First line ashore	1335	- " -
Made all fast of NO. 01 @ Kanaka	1350	- " -
Gang way down	1415	- " -
Customs Agent, Surveyor on board	1435	- " -
Discussion with Chief of files	1435 - 1445	- " -
Logging, Sampling, Calculations	1445 - 1610	- " -
# Person Mr. Kanaka Cdi	OPV 3200 1700	
Hole connection (1XB)	1610 - 1630	12.06.2017
Commenced discharge	1640	- " -
Completed discharge	0550	13.06.2017
Air blowing	0550 - 0600	- " -
Hole disconnection	0600 - 0610	- " -
# Person Mr. Kanaka Cdi	OPV 3799957	
Hole connection (1XB)	1610 - 1630	12.06.2017
Commenced discharge	1640	- " -
Completed discharge	1310	13.06.2017
Tanker inspection	1310 - 1330	- " -
Air blowing	1330 - 1340	- " -
Hole disconnection	1340 - 1350	- " -



	Geo-Chem. Laboratories Pvt. Ltd. - Mumbai Geo-Chem. House, 294, Shahid Bhagat Singh Road, Fort, Mumbai-400001	TIME SHEET	Form No. : GC/LO/F/11:00 Page No. : 1 of 2 Rev. No. : 01 Date: : 10.06.2014
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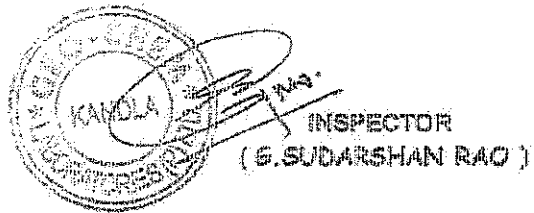
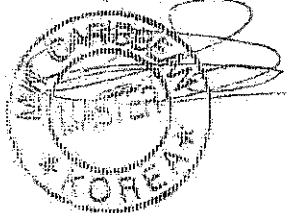
Location of Branch: GANDHIDHAM

Job No: 125

VESSEL / VOY NO.		MT. "CARIBBEAN"	VOY NO-17001
CARGO		CRUDE PALM OIL (EG)	
CONSIGNOR		M/S. KANPUR EDIBLE	
SHIP TANK NOS.		2W, 5W, 6W & 9W	
DATE	TIME IN HRS	PARTICULARS	
11.06.2017	1100	VESSEL ARRIVED AT OTB/NOR TENDERED	
"	1100	DROP ANCHOR	
12.06.2017	1020	ANCHOR AWEIGH	
"	1220	PILOT ON BOARD FOR BERTHING	
"	1335	FIRST LINE ASHORE	
"	1350	VESSEL MADE ALL FAST AT OIL JETTY NO-01 (KANDLA)	
"	1415	GANGWAY PLACED	
"	1435	SURVEYOR/AOK ON BOARD	
"	1435-1445	DISCUSSION WITH CHIEF OFFICER	
"	1445-1610	ULLAGING, SAMPLING & CALCULATION	
FSWAL-616	A/C	KANPUR EDIBLE	
12.06.2017	1610-1630	HOSE CONNECTION (1X6")	
"	1640	COMMENCED DISCHARGE	
13.06.2017	0550	COMPLETED DISCHARGE	
"	0550-0600	AIR BLOWING	
"	0600-0610	HOSE DISCONNECTION	
FBHL-207,710	A/C	KANPUR EDIBLE	
12.06.2017	1610-1630	HOSE CONNECTION (1X6")	
"	1640	COMMENCED DISCHARGE	
13.06.2017	1310	COMPLETED DISCHARGE	
"	1310-1330	TANK INSPECTION	
"	1330-1340	AIR BLOWING	
"	1340-1350	HOSE DISCONNECTION	
DELAY/REMARKS IF ANY			
11/12.06.2017	1100-1020	AWAITING FOR SUITABLE BERTH/TIDE/PILOT	

MASTER / CHIEF OFFICER

for GEO-CHEM LABORATORIES (P) LTD





DM SHIPPING CO., LTD.

U-dong, Byuksan e Centumclassone 2-cha, 1211, 71, Centumdong-ro, Haeundae-Gu, Busan, Korea.

TEL : 82-51-413-7740 FAX : 82-51-413-7742 E-mail : dm@dmshipping.co.kr

DEMURRAGE STATEMENT

Vessel Name : MT CARIBBEAN

C/P DATE : 12th, May., 2017

1. Load Port : Dumai, Indonesia

DESCRIPTION	TIME	USED TIME	REMARK
NOR Tendered	17-5-25 7:30		
Dropped Anchor	17-5-25 8:40		
NOR Tendered + 6hrs	17-5-25 13:30		Com'ced Laytime Count
Anchor Awiegh	17-5-30 1:10		
All line fast	17-5-30 2:50	0.0694	D Shifting Time
Hose connected	17-5-30 21:00		
Commenced loading	17-5-30 23:55		
Completed loading	17-5-31 23:00		
Hose disconnected	17-5-31 23:20		Ceased Laytime Count
USED LAYTIME AT BERTH		6.3403	D

2. Discharging Port : Kandla, India

DESCRIPTION	TIME	USED TIME	REMARK
Arrived in Kandla	17-6-11 10:30		
NOR Tendered	17-6-11 11:00		
Dropped Anchor	17-6-11 11:00		
NOR Tendered + 6hrs	17-6-11 17:00		Com'ced Laytime Count
Anchor Awiegh	17-6-12 10:20		
All line fast	17-6-12 13:50	0.1458	D Shifting Time
Hose connected	17-6-12 16:30		
Commenced loading	17-6-12 16:40		
Completed loading	17-6-13 13:00		
Hose disconnected	17-6-13 13:50		Ceased Laytime Count
USED LAYTIME AT BERTH		1.7222	D

3. TOTAL USED TIME AT LOAD PORTS :

8.0625DAY

4. LAYTIME ON C/P :

100 MTPH LOAD / 100 MTPH DISCH SHINC REV

5.8333DAY

5. TIME ON DEM :

2.2292DAY

6. DEMURRAGE AMOUNT :

USD 12,500 PDPR X 2.2292DAY

USD27,865.00

7. ADD COMM 1.25% :

USD348.31

8. TOTAL AMOUNT :

USD27,516.69



DM SHIPPING CO., LTD.

U-dong, Byuksan e Centumclassone 2-cha, 1211, 71, Centumdong-ro, Haeundae-Gu, Busan, Korea.

TEL : 82-51-413-7740 FAX : 82-51-413-7742 E-mail : dm@dmshipping.co.kr

TO : KVG GLOBAL LIMITED, HONGKONG
FM : DM SHIPPING CO., LTD

Date: 16th June, 2017

ORIGINAL

DEBIT NOTE

RE	Demurrage Claim Statement
C/P Date	12th May., 2017
Vessel	MT Caribbean
Cargo	Crude Palm Oil / 6,999.957MT
Loading Ports	Dumai, Indonesia
Discharging Ports	Kandla, India
B/L Date	31st May., 2017

Amount of Demurrage: USD 12,500 PDPR x 2.2292DAY = USD27,865.00

Add Comm 1.25%: USD348.31

Total Amount: USD27,516.69

Say : Twenty Seven Thousand Five Hundred Sixteen Point Six Nine US Dollar Only

INDUSTRIAL BANK YEONG DO BRANCH, BUSAN, KOREA
138, NAMHANGSEO-RO, YOUNGDO-GU, BUSAN, KOREA
ACCT NO. 099-027281-56-00030 SWIFT CODE : IBKOKRSE
IN FAVOUR OF DM SHIPPING CO., LTD.

Best Regards.

President M. O. KWAK

DM SHIPPING CO., LTD.



DM SHIPPING CO., LTD.

U-dong, Byuksan e Centumclassone 2-cha, 1211, 71, Centumdong-ro, Haeundae-Gu, Busan, Korea.
TEL : 82-51-413-7740 FAX : 82-51-413-7742 E-mail : dm@dmshipping.co.kr

TO : KVG GLOBAL LIMITED, HONGKONG
FM : DM SHIPPING CO., LTD.

Date: 16th June., 2017

ORIGINAL

RE	Demurrage Claim Statement
C/P Date	12th May., 2017
Vessel	MT Caribbean
Cargo	Crude Palm Oil / 6,999.957MT
Loading Ports	Dumai, Indonesia
Discharging Ports	Kandla, India
B/L Date	31st May., 2017

Dear Sirs.

Good day.

Demurrage occurred during subject shipment. Please note attached demurrage statement and supporting documents. And please kindly remit **USD27,516.69** for settle this demurrage.

Supporting Document.

1. Demurrage statement
2. Demurrage Invoice
3. NOR Time Sheet and etc at each port

Best Regards.

President M. O. KWAK
DM SHIPPING CO., LTD.