

To: **Mr Brian Williamson**  
10A Hungershall Park  
Turnbridge Wells  
Kent  
TN4 8NE  
United Kingdom

Our Ref: S0092/010

2 April 2018

By E-mail: [brian.williamson@adr-disputeresolver.co.uk](mailto:brian.williamson@adr-disputeresolver.co.uk)

Dear Sirs

**MT “LADY SINA” – DISPUTES ARISING UNDER A CHARTERPARTY  
DATED 3 NOVEMBER 2016**

**TUNE CHEMICAL TANKERS BV -v- KVG GLOBAL LIMITED**

**CLAIMANT’S CLAIM SUBMISSIONS (the “Claim Submissions”)**

1. We act for Tune Chemical Tankers, the disponent owners of MT “LADY SINA” (the “Owners”). We respectfully request the Tribunal to accept this document, together with its enclosures, as Owners’ Claim Submissions in this matter. Attached hereto is a paginated bundle of supporting documents to which reference will be made in the form [C/page].

**The Charterparty**

2. By a charterparty made on or about 3 November 2016 as recorded on that date in an email recap incorporating an amended Vegoilvoy form and Charterers Rider Terms (the “Charterparty”), the Owners agreed to charter the vessel MT “LADY SINA” (the

“Vessel”) to KVG Global Limited (the “Charterers”) for the carriage of a cargo of Crude Palm Oil (CPO) from Kumai, Indonesia, to Kakinada or Chennai and Budge Budge, India [C/1 - 19].

3. It is highlighted that although the Charterers may elect between Kakinada and Chennai, the intention was always for the Vessel to eventually proceed to Budge Budge for final discharge.
4. The Charterparty contains the following material express terms:

Vegoilvoy

*“The Vessel shall receive from the Charterer or supplier at the port or ports of loading....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 to discharge the cargo...”*

*Part I*

*“D. Discharging Port: 1 SPB KAKINADA OR CHENNAI + 1 SPB BUDGE BUDGE*

*...*

*DEM: USD 12,000 PDPR*

*....*

*E. Total laytime:*

*FOR LOADING: 80 MTPH*

*FOR DISCHARGE: 125 MTPH*

*SHINC REVERSIBLE + 6 HRS NOTICE BENDS UU”*

*....*

*H. Demurrage per Hour: USD 12,000 PER DAY PRO RATA”*

*PART II*

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 arrived 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 notice of readiness, Vessel in or out 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 sealoading 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 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. *SAFE BERTH. SHIFTING. (a) If under Part 1 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..."*

#### Charterers Rider Terms

*"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 over which charterers have no control, even if lightening has taken place at anchorage, until the vessel is securely moored at the berth or other loading or discharging place specified in part 1(c) and (d) thereof.*

...

- 7. Charterers have the option to shift the vessel to additional berth(s) and shifting charges to be for charterer's account. TIME TO COUNT IN FULL"*

**Background**

6. In accordance with the Charterparty, the Vessel was loaded with 11,000MT of CPO at Kumai anchorage on 29 November 2016 as particularised in the Statement of Facts [C/25]. The total permissible laytime for loading and discharging operations was 225.5 hours (9 days and 9 and a half hours). Laytime began to count at Kumai from 16:00 hrs on 19 November 2016 and the total permissible laytime expired at 01:30 hrs on 29 November 2016 at which point the Vessel went onto demurrage as particularised in the Owners' Laytime Calculation [C/22].
7. The Vessel received clearance to sail following completion of loading operations at Kumai at 02:30 hrs on 19 November 2016, thereby incurring demurrage of 1 hour at Kumai.
8. Pursuant to the Charterers' orders the Vessel proceeded to Kakinada, India (the first discharge port) and there discharged 5,000MT of CPO on 10 December 2016, incurring at that port additional demurrage of 1 day 8 hours and six minutes, as particularised in the Statement of Facts and Laytime Calculation [C/43, 23].
9. Following completion of discharge of the Kakinada parcel, the Vessel proceeded to Budge Budge to discharge the remaining 6,000MT of CPO and arrived and gave valid Notice of Readiness at the Sandheads anchorage at 19:00 hrs on 11 December 2016 [C/59].
10. The Vessel waited at Sandheads anchorage until 16 December 2016 on the instructions of the Charterers and the Port Authorities because no berths were reachable during this period due to the bore-tides [C/83 - 86].
11. On 16 December 2016 at 05:15 hrs the Vessel began its inward passage from the anchorage to the berth (which the Charterers had nominated on 15 December 2016 [C/88]) and came alongside at 18.00 hrs that day (the "Inward Passage") as particularised in the Statement of facts and Time Sheets [C/60, 74].
12. The Vessel completed discharge of the Budge Budge parcel on 18 December 2016 at 16.36 hrs, thereby incurring additional demurrage of 6 days 2 hours and 51 minutes (excluding the time taken on the Inward Passage), as particularised in the Laytime Calculation [C/24].

13. In the premises, the Vessel was on demurrage for a total period of 7 days 11 hours and 57 minutes which at the contractual rate of US\$12,000 per day amounts to liquidated damages of US\$89,975.00. Owners sent a demurrage claim complete with supporting documents, laytime statement and invoice for US\$89,975.00 in respect of this voyage to the Charterers by an email dated 20 December 2016 [C/20 - 81]. Wrongfully and in breach of the Charterparty, the Charterers have failed to pay the sum due.
14. The Charterers have attempted to excuse their default in payment on the grounds that the waiting time at Sandheads anchorage is excluded by Clause 3(a) of the Charterers' Rider Terms under the Charterparty. This argument is hopeless. Giving them their plain and ordinary meaning, it is clear that the words of the clause can apply only to the Inward Passage i.e. for the time when the Vessel is "*on an inward passage moving from anchorage*" (our emphasis). The clause cannot possibly exclude time when the vessel has arrived and is *waiting* at the anchorage to begin its inward passage.
15. Further and in the alternative, the Charterers' cannot rely on their own breach to exclude their liability in demurrage. If (which is denied) Clause 3(a) has the effect of excluding the time spent waiting at the Sandheads anchorage, this was the result of the Charterers' breach of the obligation under Clause 5 of the Vegoilvoy Part II under the Charterparty to ensure that the Vessel shall be able to discharge at a "*safe place or wharf... 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*" (our emphasis). This constitutes a warranty by the Charterers that the Vessel will be able to proceed without delay to the discharge berth upon arrival and any exceptions clause, even if applicable in the circumstances, cannot operate to absolve the Charterers of the strict liability imposed by this warranty (see for example *The Laura Prima* [1982] 1 Ll. L.R. 1). Alternatively, time lost waiting as a result of the berth not being reachable on arrival entitles the Owners to damages quantified at the demurrage rate. These principles applies even if the reason why the berth cannot be reached is because of navigational impediments or matters outside the control of the Charterers (see for example *The Fjordaas* [1988] 1 L.L.R. 336).
16. The Owners accordingly claim:-
  - a. Demurrage, alternatively damages, in the sum of US\$89,975.00;

- b. Interest, upon any sums found due to them:
  - i. Pursuant to the equitable jurisdiction of the Tribunal, at a commercial rate compounded with quarterly rests, for such period as the Tribunal shall consider just.
  - ii. Alternatively, pursuant to section 49 of the Arbitration Act 1996 at a commercial rate and compounded at quarterly rests as stated above, and for such period as the Tribunal shall consider just, and
- c. Costs of the reference pursuant to section 61 of the Arbitration Act 1996.

17. We look forward to receiving the Charterers' Defence Submissions within the customary 28-days period.

Yours faithfully

*Campbell Johnston Clark Singapore LLP*

**Campbell Johnston Clark Singapore LLP**

Encs

Cc **The Respondents**

By e-mail: [contact@kvglobal.com](mailto:contact@kvglobal.com) / [shipping@kvglobal.com](mailto:shipping@kvglobal.com) /  
[sidhantagarwal@kvgroup.co.in](mailto:sidhantagarwal@kvgroup.co.in) / [sudhanshuagarwal@kvglobal.com](mailto:sudhanshuagarwal@kvglobal.com) /  
[hirendasan@gmail.com](mailto:hirendasan@gmail.com)

**From:** ENCORE SHIPPING [mailto:brokers@encoreshipping.in]  
**Sent:** 03 November 2016 18:30  
**To:** 'Pranav Pandya' <pranav@kvglobal.com>; Tune Chemical Tankers Chartering  
 <chartering@tunechemicaltankers.com>  
**Cc:** sudhanshuagarwal@kvglobal.com; brokers@encoreshipping.in  
**Subject:** M/T LADY SINA ~ KV GLOBAL CP DATED 3/11/2016 - CLEAN FIX RECAP

**++PRIVATE AND CONFIDENTIAL++**

TO: KV GLOBAL  
 K.ATTN: PRANAV PANDEY

TO: TUNE TANKERS  
 K.ATTN: GUILLAUME BALLIERE

GOOD DAY

**M/T LADY SINA ~ KV GLOBAL CP DATED 3/11/2016 - CLEAN FIX RECAP**

FURTHER TO OUR TELECOM WITH CHRYS AUTHORITY  
 WE ARE PLEASED TO CONFIRM THE FOLLOWING FIXTURE WHERE AS CHARTERERS LIFTED  
 ALL SUBJECT AND WE HAVE  
 CHARTER PARTY DATED 3<sup>RD</sup> NOVEMBER 2016 BSS BELOW TERMS AND CONDITION : -

CP DATE : 3<sup>RD</sup> NOVEMBER 2016

ACCOUNT : KVG GLOBAL LTD., HONG KONG.

OWNERS : TUNE CHEMICAL TANKERS B.V.  
 BURG. VAN DER JAGTKADE 10  
 3221 CB HELLEVOETSLUIS  
 THE NETHERLANDS

BANKING DTLS: BENEFICIARY BANK: RABOBANK  
 VOORNE PUTTEN ROZENBURG  
 NETHERLANDS  
 SWIFT: RABONL2U  
 ACCOUNT NO.: 0188689281  
 IBAN: NL66RABO0188689281  
 BENEFICIARY NAME: TUNE CHEMICAL TANKERS B.V.

CORRESPONDENT BANK: J.P. MORGAN (NEW YORK)  
 SWIFT: CHASUS33

VESSEL : M/T LADY SINA (Q88 ATTACHED)

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 L3C : PALMS , AND BEFORE THAT AS ATTACHED

ITINERARY : ETA / ETS CHITTAGONG 7/10 NOV 2016 – ETA KUMAI 17/19 NOV .

CARGO : **MIN 11.000 MTS**, 1 / 2 GRDS CPO AWWNS , ALWAYS EXCLUDING STEARIN AND  
 ACID OILS

LOAD : 1 STS KUMAI

ALL BOARD TO BOARD EQUIPMENT/EXPENSES TO BE ARRANGED AND PAID BY CHTRS , INCLUDED BUT NOT LIMITED TO HOSES / FENDERS ETC –

ALL TIME TO COUNT BAD WEATHER OR NOT , STS TO BE PERFORMED ACCORDING TO OCIMF REGULATIONS .

**DISCHARGE : 1 SPB KAKINADA OR CHENNAI + 1 SPB BUDGE BUDGE**

LAY/CAN : 17 – 23 NOVEMBER ( 0001-2359 HRS CANCELLING )

**FREIGHT : USD 36.50 PMTS 1:2 (ALWAYS BBB) – IF KAKINADA + BUDGE BUDGE OPTION  
USD 38.00 PMTS 1:2 (ALWAYS BBB) – IF CHENNAI + BUDGE BUDGE OPTION**

LAYTIME : 80/125 MTPH SHINC REVERSIBLE + 6 HRS NOTICE BENDS UU

DEM : USD 12,000 PDPR

COMM : TTL COMM 2.5% TO ENCORE SHIPPING INDIA PVT LTD ON F/D/D PAYBLE BY OWNERS.

OTHER TERMS : AS PER ATTACHED VEGOIL CP AND CHRYS RIDERS WITH MUTUALLY AGREED AMENDMENTS AS ATTACHED:-

**A) CANCELIATION CLAUSE:**

IF IT BECOMES OBVIOUS TO THE OWNERS THAT THE VESSEL WILL NOT MEET HER CANCELLING DATE, OWNERS TO NOTIFY CHARTERERS OF VESSELS ETA AND PROPOSED NEW CANCELLING DATE. CHARTERERS HAVE THE OPTION TO CANCEL THE CHARTER WITHIN 24 HOURS OF NOTICE OR EXTEND IN ACCORDANCE WITH OWNERS NEW PROPOSED CANCELLING DATE. IF CHARTERERS DECIDE TO CANCEL THE CHARTER, IT SHALL BE WITHOUT ANY FURTHER LIABILITIES TO EITHER PARTY. IF CHARTERERS DO NOT CANCEL THE CHARTER WITHIN 24 HOURS AFTER RECEIPT OF OWNERS NOTICE, THE CHARTER PARTY IS MAINTAINED ON BASIS OF THE NEW CANCELLING DATE PROPOSED BY THE OWNER.

**B) AMENDMENTS TO RIDERS**

CLAUSE 01: INSERT IN THE END - OWNERS NEED THE SWIFT FM THE BANK TO ALLOW DISCHARGE/ RELEASE BLS IF FREIGHT MARKED PREPAID

CLAUSE 02 : DELETE IN FULL, AS PER VEG OIL CP TERMS

CLAUSE 03(a): DELETE “PILOT, TIDE AND LOCKS“ IN SECOND LINE.

CLAUSE 05 : KEEP THE FIRST LINE. DELETE FROM “ ANY DELAY.....DISCHARGE PORT “

CLAUSE 07 : INSERT IN THE END “ TIME TO COUNT IN FULL”

CLAUSE 12 : DELETE

CLAUSE 17 : DELETE

CLAUSE 25 : DELETE FIRST LINE AND INSERT “IF ANY TAXES AND / OR DUES ON FREIGHT AND / OR CARGO TO BE FOR CHRYS ACCOUNT ALL BERTH HIRE CHARGES TO BE FOR OWNERS ACCOUNT.

CLAUSE 28 : FOR THIS CP ONLY

CLAUSE 30 : FOR THIS CP ONLY

CLAUSE 38 : FOR THIS CP ONLY – PLS REFER MAIN TERMS LOADING VIA STS.

CLAUSE 45 : DELETE IN FULL

CLAUSE 46 : AWRP IF ANY TO BE FOR OWNERS ACCOUNT, AT THE TIME OF FIXING THERE AFTER ANY INCREASE TO BE FOR CHARTERERS ACCOUNT.



//END CLEAN FIX RECAP//

PLEASE CONFIRM ALL IN ORDER.

ATTACHED THE CHARTER PARTY AS WELL.

Regards

**ENCORE**  
SHIPPING

Encore Shipping India Pvt Ltd  
Office No.342, 3rd Floor,  
Block A2, Spaze Itech Park,  
Sohna Road, Gurgaon  
Delhi NCR, India  
T: +91 124 4821999  
E: [brokers@encoreshipping.in](mailto:brokers@encoreshipping.in)  
w: [www.encoreshipping.in](http://www.encoreshipping.in)

Chandanpreet Singh ICE: cpreet +91 9910563689  
Naveen Bhansali ICE: nbhansali +91 8130921999  
Avnish Mediratta ICE: amediratta +91 8527023999 ( CPP/Chemicals/Palms )  
Maninder Rana ICE: mrana +91 9871921999( CPP/Chemicals/Palms )


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## VEGOILVOY

### PREAMBLE

CHARTER PARTY made as of **3<sup>RD</sup> NOVEMBER** at **NEW DELHI** by and between **TUNE TANKERS** (hereinafter called the "Owner") of the good **MT LADY SINA** MS/SS (hereinafter called the "Vessel") and **KVG GLOBAL LIMITED, HONGKONG** 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 to 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

**MT LADY SINA**  
**DWT 13053.25 MTS**  
**8.71 METERS DRAFT**  
**LOA 128.60 METRES**  
**BREADTH 20.54 METRES**  
**13402.04 CU. METRES TOTAL CUBIC CAPACITY (98%)**  
**BUILT 2009, CLASS : AMERICAN BUREAU OF SHIPPING**

Net Registered Tonnage: **4117 METRIC TONS**

Total Deadweight: **13053.25 METRIC TONS** ~~of 2,240 lbs.~~ each on **8.71 Metres** draft in salt water on assigned summer freeboard.

Capacity for cargo: **13402.04 Cu. Metres total cubic capacity (98%)**

Classed: **AMERICAN BUREAU OF SHIPPING**

Now: **ETA CHITTAGNG 7<sup>TH</sup> – ETD CHITTAGONG 10<sup>TH</sup> – ETA KUMAI 17-19<sup>TH</sup> AGW WSNP**

#### B. Part Cargo: **MINIMUM 11,000 MT 1/2 GRADE(S) CRUDE PALM OIL AAVNS ALWAYS EXCLUDING STEARIN AND ACID OILS**

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 judgement, 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 expansions 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. **1 STS KUMAI**

**ALL BOARD TO BOARD EQUIPMENT/EXPENSES TO BE ARRANGED AND PAID BY CHTRS , INCLUDED BUT NOT LIMITED TO HOSES / FENDERS ETC –  
ALL TIME TO COUNT BAD WEATHER OR NOT , STS TO BE PERFORMED ACCORDING TO OCIMF REGULATIONS .**

Readiness date: **17 NOVEMBER 2016 (0001 HR)**

Cancelling date: **23 NOVEMBER 2016 (2359 HR)**

**D. Discharging Port. 1 SPB KAKINADA OR CHENNAI + 1 SPB BUDGE BUDGE**

**E. Total Laytime :**

**FOR LOADING : 80 MTPH**

**FOR DISCHARGE : 125 MTPH**

**SHINC REVERSIBLE + 6 HRS NOTICE BENDS UU**

**F. Freight rate. USD 36.50 PMTS 1:2 (ALWAYS BBB) - IF KAKINADA + BUDGE BUDGE  
USD 38.00 PMT 1:2 ( ALWAYS BBB ) – IF CHENNAI + BUDGE BUDGE**

**G. Freight Payable at: ALWAYS BBB**

**Beneficiary Bank: Rabobank**

**Voorne Putten Rozenburg**

**Netherlands**

**Swift: RABONL2U**

**Account No.: 0188689281**

**IBAN: NL66RABO0188689281**

**Beneficiary Name: Tune Chemical Tankers B.V.**

**Correspondent Bank: J.P. Morgan (New York)**

**Swift: CHASUS33**

**H. Demurrage per Hour. USD 12,000 PER DAY PRO RATA**

**I. Commission : TTL COMM 2.5% TO ENCORE SHIPPING INDIA PVT LTD ON F/D/D PAYBLE BY OWNERS.**

**J. Special Provisions.- TERMS AND CONDITIONS MUTUALLY AGREED & AMMENDED BETWEEN OWNERS AND CHARTERERS ON CHARTERERS RIDER TERMS ENCLOSED ANNEX – 1 AND VEGOIL C/P AS BELOW D, SHALL BE DEEMED TO BE INCORPORATED IN THIS CHARTER PARTY.**

**A) OWNERS CANCELLATION CLAUSE:-**

IF IT BECOMES OBVIOUS TO THE OWNERS THAT THE VESSEL WILL NOT MEET HER CANCELLING DATE, OWNERS TO NOTIFY CHARTERERS OF VESSELS ETA AND PROPOSED NEW CANCELLING DATE. CHARTERERS HAVE THE OPTION TO CANCEL THE CHARTER WITHIN 24 HOURS OF NOTICE OR EXTEND IN ACCORDANCE WITH OWNERS NEW PROPOSED CANCELLING DATE. IF CHARTERERS DECIDE TO CANCEL THE CHARTER, IT SHALL BE WITHOUT ANY FURTHER LIABILITIES TO EITHER PARTY. IF CHARTERERS DO NOT CANCEL THE CHARTER WITHIN 24 HOURS AFTER RECEIPT OF OWNERS NOTICE, THE CHARTER PARTY IS MAINTAINED ON BASIS OF THE NEW CANCELLING DATE PROPOSED BY THE OWNER.

## B) AMENDMENTS TO RIDERS

CLAUSE 01: INSERT IN THE END - **OWNERS NEED THE SWIFT FM THE BANK TO ALLOW DISCHARGE/  
RELEASE BLS IF FREIGHT MARKED PREPAID**

CLAUSE 02 : DELETE IN FULL, AS PER VEG OIL CP TERMS

CLAUSE 03(a): DELETE "PILOT, TIDE AND LOCKS" IN SECOND LINE.

CLAUSE 05 : KEEP THE FIRST LINE. DELETE FROM " ANY DELAY.....DISCHARGE PORT "

CLAUSE 07 : INSERT IN THE END " TIME TO COUNT IN FULL"

CLAUSE 12 : DELETE

CLAUSE 17 : DELETE

CLAUSE 25 : DELETE FIRST LINE AND INSERT "IF ANY TAXES AND / OR DUES ON FREIGHT AND / OR CARGO  
TO BE FOR CHRTS ACCOUNT ALL BERTH HIRE CHARGES TO BE FOR OWNERS ACCOUNT.

CLAUSE 28 : FOR THIS CP ONLY

CLAUSE 30 : FOR THIS CP ONLY

CLAUSE 38 : FOR THIS CP ONLY – PLS REFER MAIN TERMS LOADING VIA STS.

CLAUSE 45 : DELETE IN FULL

CLAUSE 46 : AWRP IF ANY TO BE FOR OWNERS ACCOUNT, AT THE TIME OF FIXING THERE AFTER ANY  
INCREASE TO BE FOR CHARTERERS ACCOUNT.

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

Witness the signature of:

---

**Tune Chemical Tankers B.V.  
(AS OWNERS )**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Witness the signature of:

---

**KVG GLOBAL LIMITED , HONGKONG  
(AS CHARTERERS)**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

## 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 a 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 laytime.
  
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 Owners 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 arrived 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 notice of readiness, Vessel in or out 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 sealoading 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 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 paragraph (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 labour to accomplish deliver 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) Squeegeeing – ~~Squeegeeing to be paid by the Owner and time used is not to count as used laytime.~~ Squeegeeing to be paid by the Owners and time used is to count as laytime if concurrent with discharge operation for KVG cargo' (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 the 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 (100°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 (122°F.). Note.- the distillation test shall be made by A.S.T.M. Method identified 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 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 (60°F.)). (b) No petroleum or its products having a flashpoint under 150°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 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 Owners 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 (b) above. No deduction in freight shall be made for water and/or sediment contained in the oil.
10. DEAFREIGHT. 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), failing 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 prorata 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 prorata of such reduced rate for part of an hour for demurrage so incurred. (b) Where commingled or separate shipments are loaded or discharged at 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 from any wharfage, dockage, quay dues or similar charges, at all loading and discharging port. 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 the 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 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. (a) QUARANTINE. 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 of 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 a 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 the 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 temperature requested. Notwithstanding any other provisions herein the Owner shall not be responsible if such temperatures are not maintained by reasons 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 provisions 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 in writing by Owner, the Vessel is not under any obligation to heat the cargo, but Owner reserves the right to heat this 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 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 bulk or any loss or damage arising from inherent defect, quality or vice of the cargo; any act or 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 or 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 outturn 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. In the event of accident, danger, damage, or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which the 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 any loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other non-carrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other 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 contract.
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 she 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 Owners 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 Part 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 other in any ports, rotation of ports to be at Owner's option; (b) Owners have privilege of discharging the cargo covered by this Charter Party at any port and to tranship 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 limitations of liability on the theory of personal contract or otherwise. (b) The Owners 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 Section 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 judgement 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 commence 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 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, ports of call, stoppage, discharge, destination 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 order 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, reship 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 agreements 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 judgement 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 Certain Rules relating to Bills of  
 Lading at Brussels of August 25, 1924, applies by  
 reasons of the port of loading or discharge being in territory in which the said Act or other similar  
 legislation is in force, this Bill of Lading shall have effect  
 subject to the provisions of 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 its  
 responsibilities or liabilities under said Act or other  
 similar legislation. If any terms 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, the 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 .....

## ANNEXURE-1

## CHARTERERS RIDER TERMS

Vegoilvoy charter party form and the following rider clauses with following amendments to apply :

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 NEED THE SWIFT FM THE BANK TO ALLOW DISCHARGE/ RELEASE BLS IF FREIGHT MARKED PREPAID**

Owners nominated account as follows:

**Beneficiary Bank: Rabobank  
Voorne Putten Rozenburg  
Netherlands  
Swift: RABONL2U  
Account No.: 0188689281  
IBAN: NL66RABO0188689281  
Beneficiary Name: Tune Chemical Tankers B.V.**

**Correspondent Bank: J.P. Morgan (New York)  
Swift: CHASUS33**

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 PER CHARTERERS INSTRUCTION** as soon as the vessel has arrived and is in every respect ready to load or discharge the cargo(es), otherwise laytime to commence at 7:00AM or upon expiry of 6 Hours notice which occurs later. – **delete all - as per veg oil cp**

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 over which charterers have no control, even if lightening has taken place at anchorage, until the vessel is securely moored at the berth or other loading or discharging place specified in part 1(c) and (d) thereof.

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 fee competitive. Charterers to advise discharge port agents 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, then time not count as laytime. 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. **TIME TO COUNT IN FULL**

8. Owners not to be responsible for any loss and/or shortage of cargo occurred outside of ship's manifold including the usual 0.5% tolerance loss allowable in the vegetable oil trade.

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 charterer's (KVG) without 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 in owners p and i club wording 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. **( delete )**

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 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 copy of second (global) set bills of lading (non negotiable copy) to charterer for customs

clearance purposes only.

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.

If in the option of charterer's inspector, the vessel's tanks will not become clean then charterers have the right either to cancel the charter party without any harm to either party involved or propose further limit for vessel's presentation.

21. Heating as per IASC/charterer's/shippers' written instructions. Charterer to provide heating instructions failing which owners shall not be responsible for any delay at dischport or cargo defects / solidification Vessel's maximum heating is 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 SINGAPORE/HONGKONG with SINGAPORE/HONGKONG 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)~~

IF ANY TAXES AND / OR DUES ON FREIGHT AND / OR CARGO TO BE FOR CHRTS ACCOUNT All berth hire charges to be for owners account. 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 charges Wharfage/dockage on cargo on 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. FOR THIS CP ONLY

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. FOR THIS CP ONLY

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/cm<sup>2</sup> 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 10/7/5/3/2 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.

37. If owners elect to substitute for chartered vessel, then substituted vessel to be nomination no later than five (5) days prior to the first day of laycan. Same nomination is to be subject to charterers' approval which will not be unreasonably withheld, within one (1) business day of said nomination.

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. Any extra time involved, due to this mode of loading to count as laytime. – **DELETE IN FULL**

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.

(ii) Except as otherwise provided in this charter party, loss, damage, expense, excluding consequential loss, caused by failure on the part of the charterers to comply with this clause shall be for the charterers' account and any delay caused by such failure shall be compensated at the demurrage rate.

(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:

Notwithstanding anything to the contrary provided in this charter party, the vessel shall be entitled to tender notice of readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS code.

Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS code shall count as laytime or time on demurrage if the vessel is on laytime or demurrage. If the delay occurs before laytime has started or after laytime or time on demurrage has ceased to count, it shall be compensated by the charterers at the demurrage rate.

(D) Notwithstanding anything to the contrary provided in this charter party, any additional costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS code including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the charterers' account, unless such costs or expenses result solely from the owners' negligence. All measures required by the owners to comply with the ship security plan shall be for the owners' account.

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

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 within 24 hours from the day of fixture, or the next working day if fixture concluded after office hours.

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

45. Cargo Commingle – DELTE IN FULL

A. Charterers are allowed to commingle the cargo on board the vessel and Master to comply with charterer's written instruction or their loading surveyor and such operation shall be at charterer's risk and responsibility. Charterers to give a letter of indemnity (whose wording the Owners will provide before commencement of loading which is in line with their P & I Club) to owners without banker's guarantee. Charterer to guarantee that the owners shall



not be responsible for the quality of cargo, loss and/or damages due to such operations. Owners/Master to provide on voyage cargo calculation for best commingling result as per instructions of charterers and/or their loading surveyor.

B. Owners shall agreed to charterers in the change of name of products on the bills of lading as per request of charterers. Charterers to provide letter of indemnity (which the owner shall provide before the commencement of loading for the wording in line with their P & I Club) without banker's guarantee.

Charterers to guarantee the owners

Shall not be liable for any claim, loss and/or damages due to such changes of names of products.

C. Owners to instruct Master not to release any load port papers with regards to the commingling and change of cargo name to the receiver/receivers or any other party. All declarations / correspondence between owners and Master and whomsoever else is to be based on the second set of bills of lading details. Only samples from the blended material to be kept onboard the vessel.

46. AWRP IF ANY TO BE FOR OWNERS ACCOUNT, AT THE TIME OF FIXING THERE AFTER ANY INCREASE TO BE FOR CHARTERERS ACCOUNT.

**An**

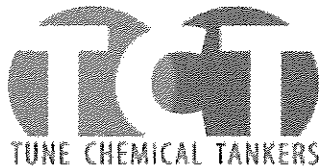
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**From:** Tune Chemical Tankers Operations <operations@tunechemicaltankers.com>  
**Sent:** 20 December 2016 23:47  
**To:** 'Encore Shipping '  
**Subject:** MT Lady Sina / voy 28 / cp dd 03-11-16 / demurrage claim  
**Attachments:** Voy 28 Kumai load Dox vessel.pdf; Voy 28 Kakinada disch Dox VL.PDF; LADY SINA-Cargo Doc 1.pdf; Lady Sina - Cargo Doc 1A.PDF; Lady Sina - Cargo Docts 2.pdf; Lady Sina - Cargo Docts 3.pdf; Untitled\_20122016\_164021.pdf

Good afternoon,

Attached owners demurrage claim (incl supporting documents) please confirm receipt and revert with chrtrs confirmation of receipt by return email.

Best Regards,  
Rik van de Linde



Tune Chemical Tankers B.V.  
As agents only.  
Hellevoetsluis, the Netherlands  
Email : [operations@tunechemicaltankers.com](mailto:operations@tunechemicaltankers.com)  
Tel : +31 (0) 181330066  
Mob : +31 (0) 657583913  
Web : [www.tunechemicaltankers.com](http://www.tunechemicaltankers.com)

Please ensure all e-mails referring to chartering matters are sent to [chartering@tunechemicaltankers.com](mailto:chartering@tunechemicaltankers.com) , all operations related emails to [operations@tunechemicaltankers.com](mailto:operations@tunechemicaltankers.com) .

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KV GLOBAL  
 SUITE 1101, 11/F. SUPREME HOUSE  
 2A HART AVENUE  
 TSIM SHA TSUI, KOWLOON  
 Hong Kong



TUNE CHEMICAL TANKERS

Ref. No: SINA028  
 Invoice Date: 20.12.2016  
 Customer no: KV GLOBAL

## INVOICE

Lady Sina 28 / IMO NO.: 9439369 / INVOICE NO.: 1210520

	USD
Demurrage 7d 11h 57min	89,975.00
<b>Total Payable</b>	<b>89,975.00</b>

U.S. Dollar Eighty Nine Thousand Nine Hundred Seventy Five Only

Reference: Demurrage invoice mt Lady Sina 28

Terms of Payment:

Immediately

Due date 20.12.2016.

Payments to be received in full by our bank from Charterer's bank on due date. Interest at 1% above prevailing US Prime Rate will be charged on invoice amount in case of late payment.

Beneficiary Bank: Rabobank  
 Voorne Putten Rozenburg  
 Netherlands  
 Swift: RABONL2U  
 Account No.: 0188689281  
 IBAN: NL66RABO0188689281

Beneficiary Name: Tune Chemical Tankers B.V.

Correspondent Bank: J.P. Morgan (New York)  
 Swift: CHASUS33

This is a computer generated document. No signature is required.

Address: Netherlands Telephone: Telefax:



**The Shipping System: Laytime Calculation**

20/12/2016

Page: 1

M/V **mt Lady Sina**C/P **03/11/2016****No. 28**

Partner KVG Global  
 From/To from Kumai to Kakinada and Budge Budge  
 Details 11,000.000mts Palm oils  
 C/P Vegoil voy  
 Calculating All ports reversible, Working time saved; Not always on demurrage

Loading at **Kumai**  
 Calculating Reversible; Counting working time saved  
 Cargo mts 11,000.000 Palm Oils  
 Allowance mts/hour 80.000  
 Demurrage rate USD/day 12,000.00  
 Sat **19/11/2016 10:00** Actual laytime counting commences  
 Tue **29/11/2016 02:30** End of laytime counting

Date	From	Until	% to count	Remarks/Description	Time used	Total time days hh:mm
Sat 19/11/2016	10:00	16:00	0.00	NOR +6	<b>00:00</b>	0 00:00
	16:00	24:00	100.00	loading completed	<b>08:00</b>	0 08:00
Sun 20/11/2016	00:00	24:00	100.00	loading completed	<b>24:00</b>	1 08:00
Mon 21/11/2016	00:00	24:00	100.00	loading completed	<b>24:00</b>	2 08:00
Tue 22/11/2016	00:00	24:00	100.00	loading completed	<b>24:00</b>	3 08:00
We 23/11/2016	00:00	24:00	100.00	loading completed	<b>24:00</b>	4 08:00
Thu 24/11/2016	00:00	24:00	100.00	loading completed	<b>24:00</b>	5 08:00
Fri 25/11/2016	00:00	24:00	100.00	loading completed	<b>24:00</b>	6 08:00
Sat 26/11/2016	00:00	15:30	100.00	loading completed	<b>15:30</b>	6 23:30
	15:30	24:00	100.00	Vessel cleared	<b>08:30</b>	7 08:00
Sun 27/11/2016	00:00	24:00	100.00	Vessel cleared	<b>24:00</b>	8 08:00
Mon 28/11/2016	00:00	24:00	100.00	Vessel cleared	<b>24:00</b>	9 08:00
Tue 29/11/2016	00:00	01:30	100.00	Vessel cleared	<b>01:30</b>	9 09:30
	01:30			<b>Vessel on demurrage</b>		
	01:30	02:30	100.00	Vessel cleared	<b>01:00</b>	9 10:30
Total time remaining for all ports				9d 09:30		
Time used in this port:				9d 10:30		
Time remaining:				0d 00:00		



*The Shipping System: Laytime Calculation*

20/12/2016

Page: 2

M/V **mt Lady Sina**

C/P 03/11/2016

No. 28

Discharging at **Kakinada**  
 Calculating Reversible; Counting working time saved  
 Cargo mts 5,000.000 Palm oils  
 Allowance mts/hour 125.000  
 Demurrage rate USD/day 12,000.00

Thu **08/12/2016 17:00** Begin of laytime countingSat **10/12/2016 04:30** End of laytime counting

Date	From	Until	% to count	Remarks/Description	Time used	Total time days hh:mm
Thu 08/12/2016	17:00	20:24	0.00	NOR / All Fast	<b>00:00</b>	0 00:00
	20:24	24:00	100.00		<b>03:36</b>	0 03:36
Fri 09/12/2016	00:00	24:00	100.00		<b>24:00</b>	1 03:36
Sat 10/12/2016	00:00	04:30	100.00	Discharging completed	<b>04:30</b>	1 08:06
Total time remaining for all ports			0 d 00:00			
Time used in this port:			1 d 08:06			
Time remaining:			0 d 00:00			



**The Shipping System: Laytime Calculation**

20/12/2016

Page: 3

M/V **mt Lady Sina**

C/P 03/11/2016

No. 28

Discharging at **Budge Budge**  
 Calculating Reversible; Counting working time saved  
 Cargo mts 6,000.000 Palm oils  
 Allowance mts/hour 125.000  
 Demurrage rate USD/day 12,000.00  
 Sun **11/12/2016 19:00** Begin of laytime counting  
 Sun **18/12/2016 16:36** End of laytime counting

Date	From	Until	% to count	Remarks/Description	Time used	Total time days hh:mm
Sun 11/12/2016	19:00	24:00	0.00	NOR +6	00:00	0 00:00
Mon 12/12/2016	00:00	01:00	0.00	NOR +6	00:00	0 00:00
	01:00	24:00	100.00		23:00	0 23:00
Tue 13/12/2016	00:00	24:00	100.00		24:00	1 23:00
We 14/12/2016	00:00	24:00	100.00		24:00	2 23:00
Thu 15/12/2016	00:00	24:00	100.00		24:00	3 23:00
Fri 16/12/2016	00:00	05:15	100.00		05:15	4 04:15
	05:15	18:00	0.00	shifting	00:00	4 04:15
	18:00	24:00	100.00		06:00	4 10:15
Sat 17/12/2016	00:00	24:00	100.00		24:00	5 10:15
Sun 18/12/2016	00:00	16:36	100.00	Discharging completed	16:36	6 02:51

Total time remaining for all ports 0 d 00:00

Time used in this port: 6 d 02:51

Time remaining: 0 d 00:00

Total time allowed for all ports 9 d 09:30

Total time used: 16 d 21:27

**Total time lost: 7 d 11:57**

**Demurrage due: 7 d 11:57 hrs at USD 12,000.00 /day = USD 89,975.00**

## UNIVAN SHIP MANAGEMENT LTD

Vessel: MT LADY SINA

Voyage: 028

Port: Kumai, Indonesia

Berth: Kumai Anchorage

DATE: 19.11.2016

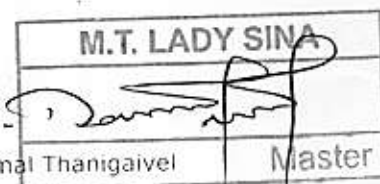
Cargo: Crude Palm Oil

DESCRIPTION	DATE	TIME (LT)
E.O.S.P	19.11.2016	0800 hrs
Vessel Anchored	19.11.2016	1000 hrs
NOR Tendered	19.11.2016	1000 hrs
Free Partique Granted	19.11.2016	1405 hrs
First Line Onboard (From Barge Senggora Crystal)	20.11.2016	0718 hrs
Barge Senggora Crystal Made Fast	20.11.2016	0730 hrs
Gangway Down	20.11.2016	0742 hrs
Loading Master & Surveyor Onboard	20.11.2016	0810 hrs
Key Meeting	20.11.2016	0810-0825
Empty Tank Inspection	20.11.2016	0830-0930
NOR Accepted	20.11.2016	0930 hrs
Hose Connected 1X 6"	20.11.2016	1020 hrs
Commenced Loading	20.11.2016	1110 hrs
Completed Loading From Barge Senggora Crystal	21.11.2016	1624 hrs
Hose Disconnected	21.11.2016	1700 hrs
Barge Cast Off	21.11.2016	1915 hrs
First Line Onboard (From Barge Jammes Marine 3001)	25.11.2016	0206 hrs
Barge Jammes Marine 3001 Made Fast	25.11.2016	0236 hrs
Gangway Down	25.11.2016	0242 hrs
Loading Master & Surveyor Onboard	25.11.2016	0242 hrs
Key Meeting	25.11.2016	0242-0300
Hose Connected 1 X 6"	25.11.2016	0345 hrs
Commenced Loading	25.11.2016	0430 hrs
Completed Loading From Barge Barge Jammes Marine 3001	26.11.2016	1500 hrs
Hose Disconnected	26.11.2016	1530 hrs
Ullaging, Calculation & Sampling	26.11.2016	1600-1800
Re Ullaging & Re Calculation	26.11.2016	1800-2030
Documents Completed	26.11.2016	2200 hrs
<b>BARGE CAST OFF</b>	<b>26.11.2016</b>	<b>2310HRS</b>
<b>AGENT ONBOARD</b>	<b>29.11.2016</b>	<b>0125</b>
<b>RECEIVED CLEARANCE</b>	<b>29.11.2016</b>	<b>0230</b>
<b>VESSEL SAILED</b>	<b>29.11.2016</b>	<b>0248</b>
<b>CCSP</b>	<b>29.11.2016</b>	<b>0400</b>



*[Signature]*  
Terminal Rep.

Master. /Capt. Perumal Thanigaivel



<b>UNIVAN SHIP MANAGEMENT LIMITED</b>		ISSUE 0	REV 1	PAGE 1/1
SHIPS FILE NO M24	OFFICE FILE NO: NA	FORM NO: 10.1		DATE 20.05.2015
NOTICE OF READINESS			APPLICABLE FOM SECTIONS: 3.7, 11.4(O), 12.3, 12.5	

**NOTICE OF READINESS**

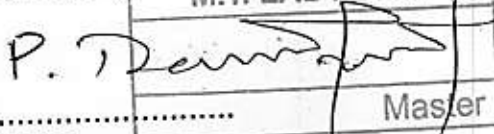
To Messrs.  
Loading Master/ Suppliers  
Kumai, Indonesia

Sirs,

Please be advised that M.T LADY SINA.....under my command  
arrived at ...KUMAI.....on 19.11.2019...  
At...1000 .....hours and is in every respect ready to load/discharge the  
cargo of ...CPO

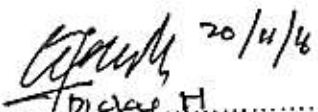
The time commences to count in accordance with the terms and conditions of the  
charterparty / booking note dated...03.11.2016

Yours faithfully,

  
 .....  
 Master

Notice tendered on...19.11.2016 .at ...1000 .hours.

Notice accepted on...November 20, 2016.....at...09.30.....hours.

  
 .....  
 Shipper / Consignee / Agent

Original: Charterer  
Copy: Univan Ship Management  
Copy: Master file





UNIVAN SHIP MANAGEMENT LTD

*CLEAN TANK CERTIFICATE*

M/T "LADY SINA"

Voyage No: 028

Port: **Kumai, Indonesia.**

Berth: **Kumai Anchorage.**

This is to certify that before loading after discharging nominated cargo tanks:

1W's, 2W's, 3W's, 4W's, 5W's & 6W's

Were inspected and found Empty, dry, odour less and in good order and condition for loading the cargo Crude Palm Oil.

Tank Inspection: 0830 hrs. LT TO 0930 hrs. LT On 20<sup>th</sup> November 2016.

Tanks Passed : 0930 hrs. LT On 20<sup>th</sup> November 2016.



Chief Officer  
M.T. Lady Sina



Cargo Surveyor  
Full Name: **Dahui**





UNIVAN SHIP MANAGEMENT LTD

## SLOP CERTIFICATE ON ARRIVAL

Vessel Name : MT LADY SINA.

Voyage No: 28

Port : Kumai, Indonesia.  
Berth : Kumai Anchorage.

Date: 20.11.2016.

This is to certify that on arrival below mentioned tanks were inspected by cargo surveyor & found results as below :

Slop P : Empty.

Slop S : Empty

ROT : Empty.

M.T. LADY SINA
<i>Multani</i> Chief Officer
Chief Officer Multani Charan Jit Singh

*Suwardo*  
Cargo Surveyor





# ULLAGE REPORT

**VESSEL NAME** : MT LADY SINA      **BERTH** : Kumai Anchorage      **DRAFT F** : 8.20 M      **TRIM** : 0.00 M  
**VOYAGE NO** : 28      **AFTER/BEFORE LOADING/DISCHARGING** : AFTER LOADING      **DRAFT M** : 8.20 M      **LIST** : 0  
**PORT** : Kumai, Indonesia      **DATE** : 26 November 2016      **DRAFT A** : 8.20 M

TANK NO	PCLNO	CARGO/GRADE	CHARTER SHIPPER	DESTINATION	ULLAGE		CORRN	CORRD ULLAGE	GROSS M3 AT CARGO TEMP	CARGO TEMP (°C)	DENSITY @ Obs Temperature	DCF CHEMICAL	WCF	SHIP FIGURE	
					M									M, TONS	
1P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.952	0.000	0.000	1.952	840.038	39.0	0.8963	NA	NA	752.928	
1S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.970	0.000	0.000	1.970	838.740	39.0	0.8963	NA	NA	751.763	
2P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	3.093	0.000	0.000	3.093	896.317	40.0	0.8956	NA	NA	802.742	
2S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	3.115	0.000	0.000	3.115	893.486	40.0	0.8956	NA	NA	800.206	
3P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	2.533	0.000	0.000	2.533	1057.162	39.0	0.8963	NA	NA	947.534	
3S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	2.438	0.000	0.000	2.438	1065.641	39.0	0.8963	NA	NA	956.134	
4P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	2.225	0.000	0.000	2.225	1089.007	41.0	0.8950	NA	NA	974.661	
4S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	2.025	0.000	0.000	2.025	1109.847	41.0	0.8950	NA	NA	993.313	
5P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.344	0.000	0.000	1.344	1178.648	39.5	0.8960	NA	NA	1056.069	
5S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.314	0.000	0.000	1.314	1180.915	39.5	0.8960	NA	NA	1058.100	
6P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.205	0.000	0.000	1.205	1036.706	40.0	0.8956	NA	NA	928.474	
6S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.238	0.000	0.000	1.238	1031.527	40.0	0.8956	NA	NA	973.836	
SLOP P		Empty												0.000	
SLOP S		Empty												0.000	
<b>TOTAL GROSS VOL AT OBSD TEMP :</b>									<b>12218.034 M3</b>	<b>39.75</b>	<b>0.8958</b>			<b>10944.758 MT</b>	

REMARKS : ULLAGES AND TEMPERATURES HAVE BEEN TAKEN BY : U.T.I SERIAL NUMBER TFC-72307102.

DENSITY TABLE PROVIDED BY LOADING MASTER AT LOAD PORT.

VESSEL ROLLING AT THE TIME OF ULLAGING.

**M.T. LADY SINA**  
 Multi-Chieftain-Singh C/o  
 Chief Officer, Chief Officer

For Ullage & temp only  
 SUDHINDO  
 SURVEYOR (CHARTERER/SHIPPER)



QUANTITY OF CARGO LOADED		DIFFERENCE
SHIPS FIGURE	SHORE BIL FIGURE	QUANTITY
10944.758 MT	11000.000 MT	-55.242 MT
		%
		-0.502%



UNIIVAN SHIP MANAGEMENT LTD

## SLOP CERTIFICATE ON DEPARTURE

Vessel Name : MT LADY SINA.  
 Port : Kumai, Indonesia.  
 Berth : Kumai Anchorage.

Voyage No: 28

Date: 26.11.2016.

This is to certify that on Departure below mentioned tanks were inspected by cargo surveyor & found results as below :

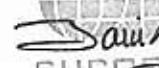
Slop P : Empty.

Slop S : Empty

ROT : Empty.



Chief Officer  
 Multani Charan Jit Singh

for receipt only  
  
 SUCOFINDO  
 Cargo Surveyor



To,  
Loading Master,  
Berth : Kumai Anchorage,  
Port : Kumai, Indonesia.

Date: 26.11.2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST

Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice/ put on record that at 1000 Hrs. LT on 19.11.2016, our good vessel dropped anchor at Kumai Anchorage, Indonesia for loading cargo Crude Palm Oil.

I hereby lodge protest on behalf of the vessel's Owner/charterers/ B/L holders in respect of discrepancy between ship and shore figures for cargo of Crude Palm Oil Loaded from barges.

FIGURES ARE AS FOLLOW: WEIGHTS IN METRIC TONS

SHIP'S FIGURES: 10944.758 MT

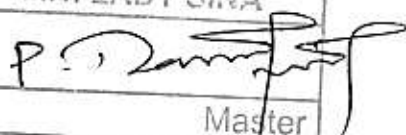
SHORE FIGURES: 11000.000 MT

DIFFERENCE: - 55.242 MT

PERCENT: - 0.502%

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this difference between ship and shore figure.

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this Difference in ship/shore figure, and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA

Master

(Signed)

CAPT PERUMAL THANIGAIVEL  
Master - MT LADY SINA

For receipt only without Prejudice



(Signed)  
SUGO Representative of addressee

(Agent)  
(Signed)

To,  
Loading Master,  
Berth : Kumai Anchorage,  
Port : Kumai, Indonesia.

Date: 26.11.2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST DEAD FREIGHT

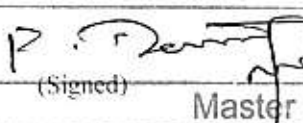
Dear Sirs,

Please be advised that according to the terms of the C/P - DATED: 03/11/2016 the vessel has been fixed for loading a minimum quantity of 11,000.00 MT of Crude palm Oil.

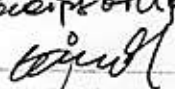
Upon tendering of Notice of Readiness on the Vessel's arrival the Vessel has provided space for the agreed quantity:

The Vessel was thus nominated for loading of : 11,000.000 MT.  
According to calculations she received only (Shore Stop) : 10944.758 MT.  
Consequently quantity short shipped is : -55.242 MT.

In conformity with the terms of the above mentioned C/P, please be advised that I, CAPT PERUMAL THANIGAIVEL as Master of the MT. LADY SINA on behalf of my Owners/ Charterers hereby keep you responsible for the above mentioned short shipped quantity and reserves the rights to extent this letter at any time and place convenience.

M.T. LADY SINA  
  
(Signed) Master

CAPT PERUMAL THANIGAIVEL  
Master - MT LADY SINA

*for receipt only about freight*  
  
PT. Sawit Sumbermas Sarana Tbk.  
(Signed)  
Representative of addressee

(Signed)  
Agent

To:  
Loading Master,  
Berth : Kumai Anchorage,  
Port : Kumai, Indonesia.

Date: 26.11.2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST

Dear Ma'am/ Sir,

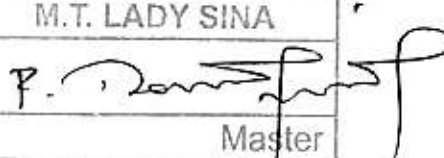
When and where - I wish to bring to your kind notice/ put on record that at 1000 Hrs. LT on 19.11.2016, our good vessel dropped anchor at Kumai Anchorage, Indonesia for loading cargo Crude Palm Oil.

**CARGO: Crude Palm Oil**

Vessel requested for a loading rate : 1500 MT/Hr.  
Actual loading rate : 190.097 MT/Hr (From First Barge)  
Actual loading rate : 195.926 MT/Hr (From Second Barge)

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this Restricted loading rate.

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this Restricted loading rate, and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA

Master

(Signed)

CAPT PERUMAL THANIGAIVEL  
Master MT LADY SINA

for receipt only without prejudice

 (Signed)
---

Representative of addressee

(Signed)  
Agent

To,  
Loading Master,  
Berth : Kumai Anchorage,  
Port : Kumai, Indonesia.

Date: 26.11.2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST

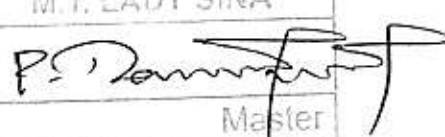
Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice/ put on record that at 1000 Hrs. LT on 19.11.2016, our good vessel dropped anchor at **Kumai Anchorage, Indonesia** for loading cargo Crude Palm Oil.

Delay In Accepting NOR	NOR Tendered 19.11.2016 @ 1000 Lt Hrs	NOR Accepted 20.11.2016 @ 0930 Lt Hrs
Delay In Commencement Of Cargo Operation	Vessel Anchored At Kumai Anchorage 19.11.2016 @ 1000 Lt Hrs	Commenced Loading 20.11.2016 @ 1110 Lt Hrs
Vessel Awaiting For Second Barge	Completed Cargo Loading From First Barge 21.11.2016 @ 1624 Lt Hrs	Commenced Cargo Loading from Second Barge 25.11.2016 @ 0430 Lt Hrs
Delay In Clearing Vessel For Sailing	Completed Cargo Operation 26.11.2016 @ 1500 Lt Hrs	Vessel Cleared For Sailing 26.11.2016 Lt Hrs

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this Common delay.

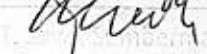
Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this Common delay, and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA  
  
Master

(Signed)

CAPT. PERUMAL THANIGAIVEL  
Master - MT LADY SINA

For receipt only without Prejudice

  
PT. ... Sarana T...

(Signed)

Representative of addressee

(Signed)  
Agent



To,  
Loading Master,  
Berth : Kumai Anchorage,  
Port : Kumai, Indonesia.

Date: 26.11.2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST

Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice, put on record that at 1000 Hrs. LT on 19.11.2016, our good vessel dropped anchor at Kumai Anchorage, Indonesia for loading cargo Crude Palm Oil.

This is to inform you that during the loading operation, the vessel notes protest for the following, and reserves the right to extend it at any time and place convenient.

Vessel loaded a cargo of Crude Palm Oil and is not provided with Certificate of Quantity, Quality & Origin.

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this Not providing origin/Quality/Quantity certificate.

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this Not providing certificate of origin quality/Quantity, and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA
<i>P. Perumal Thanigaiavel</i>
Master

(Signed)

CAPT. PERUMAL THANIGAIVEL  
Master - MT LADY SINA

M.T. LADY SINA
Master

For receipt only without prejudice

<i>Kindy</i>
(Signed)
Representative of addressee

(Signed)  
Agent

To:  
Loading Master.  
Berth : Kumai Anchorage.  
Port : Kumai, Indonesia.

Date: 26.11.2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST

Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice/ put on record that at **1000 Hrs. LT** on **19.11.2016**, our good vessel dropped anchor at **Kumai Anchorage, Indonesia** for loading cargo Crude Palm Oil.

As after completion of loading of grade Crude Palm Oil cargo, from barges (1 & 2) in cargo tank (1W's, 2W's, 3W's, 4W's, 5W's & 6W's) **not enough time has elapsed for settling in order to establish the exact quantity of free water in the cargo**. In the light of above I regret having to hold you responsible for eventual quantity of free water which might be detected in the cargo after settling enroute to discharging port and for the consequences arising there from.

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this **not enough time has elapsed for settling in order to establish the exact quantity of free water in the cargo**.

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this **not enough time has elapsed for settling in order to establish the exact quantity of free water in the cargo** and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA

Master

(Signed)

CAPT. PERUMAL THANIGAIVEL  
Master MT LADY SINA

*Declined to Sign*

(Signed)  
Representative of addressee

(Signed)  
Agent

To,  
Loading Master,  
Berth : Kumai Anchorage,  
Port : kumai, Indonesia.

Date: 26.11.2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST


Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice put on record that at 1000 Hrs. LT on 19.11.2016, our good vessel dropped anchor at **Kumai Anchorage, Indonesia** for loading cargo Crude Palm Oil.

Vessel loaded Crude Palm Oil at your terminal. may found heavy sediments/sludge at the bottom of the tanks 1W's, 2W's,3W's, 4W's, 5W's & 6W's.

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, delay in squeezing, damages to our vessel or any other losses/ damages resulting from this Vessel loaded Crude Palm Oil at your terminal. may found heavy sediments/ sludge at the bottom of the tanks 1W's,2W's,3W's,4W's,5W's & 6W's.

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this Vessel loaded Crude Palm Oil at your terminal. may found heavy sediments/ sludge at the bottom of the tanks 1W's,2W's,3W's,4W's,5W's & 6W's and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA

Master

(Signed)

CAPT PERUMAL THANIGAIVEL  
Master - MT LADY SINA

*Declined to sign*

(Signed)  
Representative of addressee

(Signed)  
Agent

To:  
Loading Master,  
Berth : Kumai Anchorage,  
Port : Kumai, Indonesia.

Date: 26.11.2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST

Dear Ma'am/ Sir,

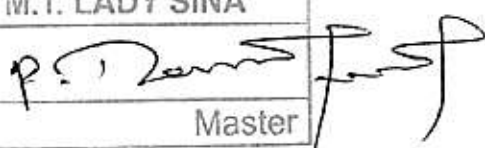
When and where - I wish to bring to your kind notice/ put on record that at 1000 Hrs. LT on 19.11.2016, our good vessel dropped anchor at **Kumai Anchorage, Indonesia** for loading cargo Crude Palm Oil.

Vessel offered following connections for loading Crude Palm Oil from both the barges		
Grades	Vessel offered	Barge Connected
<u>Crude Palm Oil</u>	<u>1 X 12", 12 X 6"</u>	<u>1 X 6"</u>

I hold you responsible for the prolonged loading time and my vessel/owner/charterer/any one Related to them are not responsible for any sort of claims of whatsoever nature arising due to the above mentioned cause.

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this providing less manifold connection.

Further, we, also hold you responsible for all claims, losses, damages, delays, off hires and any other costs, known or hidden which may arise due to this Less manifold connection, and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA

Master

(Signed)

CAPT PERUMAL THANIGAIVEL  
Master - MT LADY SINA

*declined to sign*

(Signed)  
Representative of addressee

(Signed)  
Agent

To,  
Loading Master,  
Berth : Kumai Anchorage,  
Port : Kumai, Indonesia.

Date: 26.11.2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST


Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice/ put on record that at 1000 Hrs. LT on 19.11.2016, our good vessel dropped anchor at **Kumai Anchorage, Indonesia** for loading cargo Crude Palm Oil.

Vessel tendered NOR at 1000 hrs LT on 19.11.2016, However vessel's NOR is accepted 0930 hrs LT on 20.11.2016 the delay in accepting NOR caused the vessel to wait without cargo operations, hence resulting in the extended port stay and time loss for the vessel.

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this Delay in accepting NOR.

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this Delay in accepting NOR, and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA  
  
Master

(Signed)

CAPT PERUMAL THANIGAIVEL  
Master - MT LADY SINA

*declined to sign*

(Signed)  
Representative of addressee

(Signed)  
Agent

To,  
Loading Master,  
Berth : Kumai Anchorage,  
Port : kumai, Indonesia.

Date: 26.11.2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST

Dear Ma'am/ Sir,

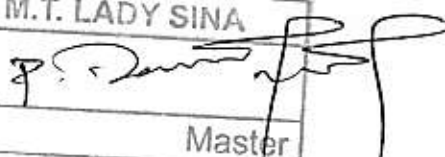
When and where - I wish to bring to your kind notice/ put on record that at 1000 Hrs. LT on 19.11.2016, our good vessel dropped anchor at Kumai Anchorage, Indonesia for loading cargo Crude Palm Oil.

This is to inform you that during the loading operation, the vessel notes protest for the following, and reserves the right to extend it at any time and place convenient.

Vessel loaded a cargo of Crude Palm Oil and is not provided with Shipping documents as required by the IBC code..

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this Not providing Shipping documents as required by the IBC code. -

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this Not providing Shipping documents as required by the IBC code, and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA  
  
Master

(Signed)

CAPT PERUMAL THANIGAIVEL  
Master - MT LADY SINA

*Declined to sign*

(Signed)

Representative of addressee

(Signed)  
Agent

To,  
Loading Master,  
Berth : Kumai Anchorage,  
Port : Kumai, Indonesia.

Date: 26.11.2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST

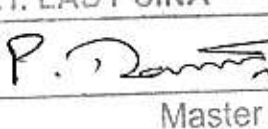
Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice/ put on record that at **1000 Hrs. LT on 19.11.2016**, our good vessel dropped anchor at **Kumai Anchorage, Indonesia** for loading cargo **Crude Palm Oil**.

This is to inform you that during loading operation of Crude Palm Oil the vessel notes protest for the following, and reserves the right to extend it at any time and place convenient.  
**Loading master refuse to sign ships LOP.**

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this loading master refuse to sign LOP.

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this loading master refuse to sign LOP, and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA

Master
(Signed)

CAPT PERUMAL THANIGAIVEL  
Master - MT LADY SINA

*Declined to sign*

(Signed)  
Representative of addressee

(Signed)  
Agent

To,  
Loading Master,  
Berth : Kumai Anchorage,  
Port : Kumai, Indonesia.

Date: 26.11.2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST

Dear Ma'am/ Sir,


When and where - I wish to bring to your kind notice/ put on record that at 1000 Hrs. LT on 19.11.2016, our good vessel dropped anchor at **Kumai Anchorage, Indonesia** for loading cargo Crude Palm Oil,

This is to inform you that after completion of loading from first barge Senggora Crystal dated 21.11.2016 @ 1624 Lt vessel requested for heating instruction from Cargo surveyor & asked for permission to heat the cargo, because atmospheric temperature was very low about 26 deg cel & heating of cargo in tanks loaded 1W's, 3W's & 5W's was not permitted by cargo surveyor, surveyor informed to heat the cargo only on completion of cargo operation, that is after completion of loading from second barge, vessel & surveyor were aware of the fact that loading from second barge will be completing only after 6 days, the vessel notes protest for the following, and reserves the right to extend it at any time and place convenient.

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages due to heavy sediment/sludge formation & any changes in the quality of the cargo properties, any other costs known or hidden resulting from "vessel not permitted to heat cargo after loading from first barge from 21<sup>st</sup> November 2016 /1624 Lt hrs to 25<sup>th</sup> November 2016 / 0430 Lt hrs",

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden resulting from heavy sediment/sludge formation & any changes in the quality of the cargo properties, resulting from "vessel not permitted to heat cargo after loading from first barge from 21<sup>st</sup> November 2016 /1624 Lt hrs to 25<sup>th</sup> November 2016 / 0430 Lt hrs",

and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA

Master

(Signed)

CAPT. PERUMAL THANIGAIVEL  
Master - MT LADY SINA

*Declined to sign*

(Signed)

Representative of addressee

(Signed)

Agent





<b>UNIVAN SHIP MANAGEMENT LIMITED</b>		ISSUE 0	REV 1	PAGE 1/1
SHIPS FILE NO M24	OFFICE FILE NO: NA	FORM NO: 10.1	DATE 20.05.2015	
<u>NOTICE OF READINESS</u>		APPLICABLE FOM SECTIONS: 3.7, 11.4(O), 12.3, 12.5		

NOTICE OF READINESS

To.  
Loading Master, Receivers / KV Global  
Kakinada

Sirs,

Please be advised that M.T LADY SINA... under my command

arrived at ...KAKINADA ..on 08.12.2016.

At...1700 .....hours and is in every respect ready to load/discharge the

cargo of CPO quantity as per CP dated 03.11.2016

The time commences to count in accordance with the terms and conditions of the  
Charterparty / booking note dated...03.11.2016

Yours faithfully,

  
 .....  
 Master



Notice tendered on...08.12.2016 .at ...1700 .hours.

Notice accepted on...09/12/16.....20.16.....at...0015.....hours.  
Hose Connection to

.....  
Shipper / Consignee / Agent



Original: Charterer  
Copy: Univan Ship Management  
Copy: Master file



# ULLAGE REPORT

**VESSEL NAME** : MT LADY SINA  
**VOYAGE NO** : 28  
**PORT** : Kakinada India  
**BERTH** : DWP/NR-1 South  
**AFTERBEFORE LOADING/DISCHARGING** : Before Discharging  
**DATE** : 08th December 2016  
**DRAFT F** : 8.30 M  
**DRAFT M** : 8.30 M  
**DRAFT A** : 8.30 M  
**TRIM LIST** :  
**SHIP FIGURE** : 0.00 M  
**DIFFERENCE** : 0

TANK NO	PCLNO	CARGO/GRADE	CHARTERER/SHIPPER	DESTINATION	ULLAGE		CORRN	CORRID ULLAGE	GROSS M3 AT CARGO TEMP	CARGO TEMP (°C)	DENSITY @ Obs Temperature	DOF CHEMICAL	WCF	SHIP FIGURE	
					M									M. TONS	%
1P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.880	0.000	1.880	847.121	50.0	0.8893	NA	NA	753.345		
1S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.900	0.000	1.900	845.647	51.0	0.8887	NA	NA	751.526		
2P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	3.020	0.000	3.020	904.386	52.0	0.8880	NA	NA	803.095		
2S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	3.055	0.000	3.055	900.144	52.0	0.8880	NA	NA	799.328		
3P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	2.420	0.000	2.420	1069.559	53.0	0.8874	NA	NA	949.127		
3S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	2.330	0.000	2.330	1077.377	52.0	0.8880	NA	NA	956.711		
4P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	2.160	0.000	2.160	1095.922	52.0	0.8880	NA	NA	973.179		
4S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.955	0.000	1.955	1117.111	52.0	0.8880	NA	NA	991.995		
5P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.210	0.000	1.210	1191.405	52.0	0.8880	NA	NA	1057.908		
5S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.210	0.000	1.210	1190.815	52.0	0.8880	NA	NA	1057.444		
6P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.090	0.000	1.090	1046.062	52.0	0.8880	NA	NA	928.903		
6S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.130	0.000	1.130	1040.385	52.0	0.8880	NA	NA	923.862		
SLCP		Empty												0.000	
SLCS		Empty												0.000	
<b>TOTAL GROSS VOL AT OBSO TEMP :</b>									<b>12325.934 M3</b>	<b>51.83</b>	<b>0.8881</b>			<b>10946.483 MT</b>	

REMARKS: ULLAGES AND TEMPERATURES HAVE BEEN TAKEN BY UTI SERIAL NUMBER TEG-7304702.

DENSITY TABLE PROVIDED BY LOADING MASTER AT LOAD PORT.  
VESSEL ROLLING AT THE TIME OF ULLAGING.

QUANTITY OF CARGO LOADED		DIFFERENCE	
SHIP'S FIGURE	SHORE BAL FIGURE	QUANTITY	%
10946.483 MT	11000.000 MT	-53.517 MT	-0.487%

**M.T. LADY SINA**  
 Mulken Charan Ji Singh  
 CHIEF OFFICER  
 Chief Officer



SURVEYOR (CHARTERERSHIPPER)





UNIVAN SHIP MANAGEMENT LTD

## SLOP CERTIFICATE

Vessel Name : MT LADY SINA. Voyage No: 28  
 Port : Kakinada. Date: 08.12.2016.  
 Berth : DWP/NR-1 South.

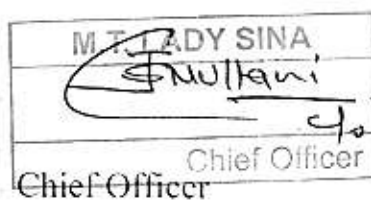
## Slop Certificate On Arrival

This is to certify that on arrival below mentioned tanks were inspected by cargo surveyor & found results as below :

Slop P : Empty.

Slop S : Empty.

ROT : Empty.





**PUMPING LOG, VOYAGE-28**

Vessel: **M.T. LADY SINA** Port: **KAKINADA, INDIA** Cargo: **CRUDE PALM OIL** Date: **09.12.2016**

Page No. 1 of 1

DATE	TIME	NO. 1PORT		NO. 2PORT		NO. 3PORT		NO. 4PORT		NO. 5STBD		NO. 6SPORT		NO. 7PORT		NO. 8STBD		NO. 9PORT		NO. 10SPORT		MANIFOLD PRESSURE
		PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PRR M/F (Bars)	
09.12.2016	0036hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2.0
	0130hrs	Loading Master Ordered To Increase Manifold Pressure To 3.5 Bars																				
	0200hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2.0
	0300hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	0400hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	0500hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	0600hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	0700hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	0800hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	0900hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	1000hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	1100hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	1200hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	1300hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	1400hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	1500hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	1600hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	1700hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	1800hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	1900hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	2000hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.5
	2020-2040	Squeezing COT 4P																				
	2100hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.0
	2115-2145	Squeezing COT 4S																				
	2200hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.0
	2225-2315	Squeezing COT 6S																				
	2400hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.0
10.12.2016	0030-0110	Squeezing COT 6P																				
	0100hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2.0
	0200hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.0
	0300hrs	Completed Discharging Achieved Nominated Qty As Per B/L For Cargo At Kakinada, India																				

**ACKNOWLEDGE RECEIPT ONLY  
WITHOUT ANY PREJUDICE**

Remarks: Vessel discharged as per order from Loading Master

**M.T. LADY SINA**  
*[Signature]*  
Chief Officer



SHORE REPRESENTATIVE

CHIEF OFFICER



# ULLAGE REPORT

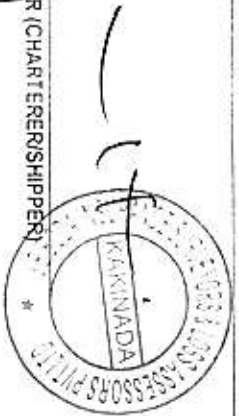
**VESSEL NAME** : MT LADY SINA  
**VOYAGE NO** : 128  
**PORT** : Kakinada, India  
**BERTH** : DWP/INR-1 South  
**AFTERBEFORE LOADING/DISCHARGING** : After Discharging  
**DATE** : 10th December 2016  
**DRAFT F** : 6.00 M  
**DRAFT M** : 6.00 M  
**DRAFT A** : 6.00 M  
**TRIM** : 0.00 M  
**LIST** : 0

TANK NO	PCL/NO	CARGO/GRADE	CHARTERER'S OFFER	DESTINATION	ULLAGE		CORRN	CORRD ULLAGE	GROSS M3 AT CARGO TEMP	CARGO TEMP (°C)	DENSITY @ Obs Temperature	DCF CHEMICAL	WCF	SHIP FIGURE M TONS
					U	V								
1P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.866	0.000	0.000	1.880	847.121	50.0	0.8893	NA	NA	753.345
1S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.900	0.000	0.000	1.900	845.847	51.0	0.8887	NA	NA	751.526
2P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	8.280	0.000	0.000	8.290	315.666	50.0	0.8893	NA	NA	281.611
2S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	8.950	0.000	0.000	8.950	246.350	51.0	0.8887	NA	NA	218.931
3P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	2.420	0.000	0.000	2.420	1089.559	53.0	0.8874	NA	NA	949.127
3S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	2.330	0.000	0.000	2.330	1077.377	52.0	0.8880	NA	NA	959.711
4P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	11.520	0.000	0.000	11.520	0.000	52.0	0.8880	NA	NA	0.000
4S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	11.530	0.000	0.000	11.530	0.000	52.0	0.8880	NA	NA	0.000
5P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.500	0.000	0.000	1.500	1163.523	51.0	0.8887	NA	NA	1034.023
5S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	1.590	0.000	0.000	1.590	1154.910	51.0	0.8887	NA	NA	1025.595
6P	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	11.540	0.000	0.000	11.540	0.000	52.0	0.8880	NA	NA	0.000
6S	1	Crude Palm Oil	KV Global	Kakinada/Budge Budge	11.520	0.000	0.000	11.520	0.000	52.0	0.8880	NA	NA	0.000
SLOP F		Empty												0.000
SLOP S		Empty												0.000
<b>TOTAL GROSS VOL AT OBSD TEMP :</b>									<b>6720.253 M3</b>	<b>51.42</b>	<b>0.8884</b>			<b>5970.843 MT</b>

REMARKS : ULLAGES AND TEMPERATURES HAVE BEEN TAKEN BY UTI SERIAL NUMBER TFC-72307102

DENSITY TABLE PROVIDED BY LOADING MASTER AT LOAD PORT  
VESSEL ROLLING AT THE TIME OF ULLAGING.

**M.T. LADY SINA**  
 Mulani Charan Jir Singh  
 CHIEF OFFICER  
 Chief Officer



Quantity Onboard After Discharge At Kakinada		DIFFERENCE	
SHIPS FIGURE For Budge Budge	SHIP'S ST. F. Q. RE. For Budge Budge	QUANTITY	%
5970.843 MT	6000.000 MT	-29.157 MT	-0.486%
Initial Quantity On Arrival 10948.483 MT	Final Quantity On Board After Discharging 5970.843 MT	Quantity Discharged At Kakinada 4978.540 MT	



UNIVAN SHIP MANAGEMENT LTD

*DRYNESS/OBQ/ROB CERTIFICATE*

M/t "LADY SINA"

Voyage No: 028

Port :Kakinada, India.

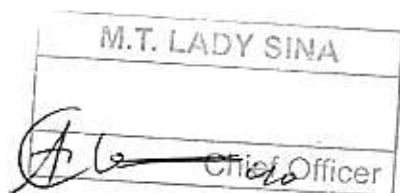
Berth : DWP/NR-1, South

This is to certify that after discharging nominated cargo tanks:

4P, 4S, 6P & 6S.

were inspected and found tank empty, well stripped & dry of Cargo Crude Palm Oil.

Accepted time... 0350 HRS LT On Date: 10.12.2016



CHIEF OFFICER

SAYED ASLAM J.

INSPECTOR FOR:

Full Name

Signature:





UNIIVAN SHIP MANAGEMENT LTD

SLOP CERTIFICATE

Vessel Name : MT LADY SINA. Voyage No: 28  
 Port : Kakinada, India. Date: 10.12.2016.  
 Berth : DWP/NR-1, South

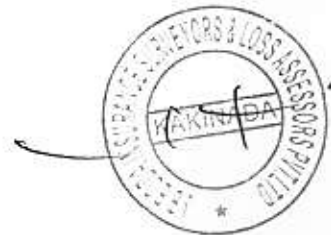
Slop Certificate On Departure.

This is to certify that on completion of cargo operation below mentioned tanks were inspected by cargo surveyor & found results as below :

Slop P : Empty

Slop S : Empty

ROT : Empty



MT. LADY SINA
<i>[Signature]</i>
Chief Officer





To,  
LOADING MASTER,  
Berth : DWP/NR-1, South  
Kakinada, India.

Date: 10th December 2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST FOR DISCHARGE BEYOND SHIP'S RAIL.

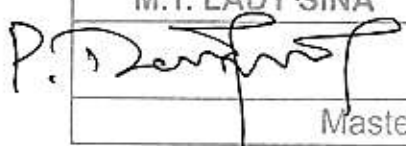
Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice/ put on record that vessel arrived Kakinada @1700 hrs 08.12.2016 & @ 2024 HRS LT on 08<sup>th</sup> December 2016, our good vessel came alongside at Berth DWP/NR-1, South.

Vessel tendered NOR at 1700 Hrs LT on 08<sup>th</sup> December 2016. However vessel's NOR was accepted only at 0015 Hrs LT on 09<sup>th</sup> December 2016, the delay in accepting NOR caused the vessel to wait without cargo operations, hence resulting in the extended port stay and time loss for the vessel.

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this (Delay in accepting NOR).

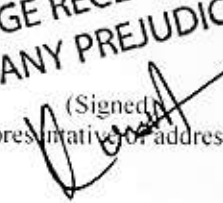
Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this (Delay in accepting NOR), and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA

Master

(Signed)  
Capt. Thanigaivel Perumal  
Master - MT LADY SINA

ACKNOWLEDGE RECEIPT ONLY  
WITHOUT ANY PREJUDICE

(Signed)  
Representative of addressee e.g.

 4M Kuni

(Signed)  
Agent

To,  
LOADING MASTER,  
Berth : DWP/NR-1, South  
Kakinada, India.

Date: 10th December 2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST FOR DISCHARGE BEYOND SHIP'S RAIL


Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice/ put on record that vessel arrived Kakinada @1700 hrs 08.12.2016 & @ 2024 HRS LT on 08<sup>th</sup> December 2016, our good vessel came alongside at Berth DWP/NR-1, South,

This is to inform you that during discharging operation of **Crude Palm Oil**, the vessel notes protest for the following, and reserves the right to extend it at any time and place convenient.  
Loading master refuse to sign ships LOP.


I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this (loading master refuse to sign LOP).

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this (loading master refuse to sign LOP), and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA	
	
(Signed)	Master

Capt. Thanigaivel Perumal  
Master - MT LADY SINA

ACKNOWLEDGE RECEIPT ONLY  
WITHOUT ANY PREJUDICE  
(Signed)  
Representative of addressee e.g.

 Y.M. Reddy

(Signed)  
Agent

To,  
LOADING MASTER,  
Berth : DWP/NR-1, South  
Kakinada, India.

Date: 10th December 2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST FOR DISCHARGE BEYOND SHIP'S RAIL.

Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice put on record that vessel arrived Kakinada @ 1700 hrs 08.12.2016 & @ 2024 HRS LT on 08<sup>th</sup> December 2016, our good vessel came alongside at Berth DWP NR-1, South.

Cargo: Crude Palm Oil

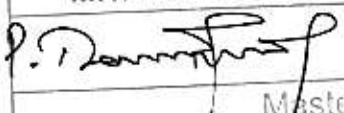
Vessel's Capability : 1200m<sup>3</sup>/hr Or To Maintain 7.00 Bars At Manifold.

Terminal Restricted Vessel To Maintain : Max 3.50 Bars At Manifold.

Average Discharge Rate Achieved : 188.471 MT/Hr.

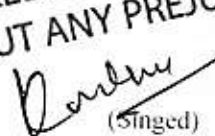
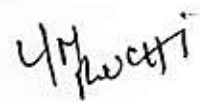
I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this (Restricted discharge rate).

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this (Restricted discharge rate), and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA

(Signed) Master

Capt. Thanigaivel Perimal  
Master - MT LADY SINA

ACKNOWLEDGE RECEIPT ONLY  
WITHOUT ANY PREJUDICE

  
(Signed)  
Representative of addressee e.g. 

(Signed)  
Agent

To,  
LOADING MASTER,  
Berth : DWP/NR-1, South  
Kakinada, India.

Date: 10th December 2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST FOR DISCHARGE BEYOND SHIP'S RAIL.

Dear Ma'am/ Sir,

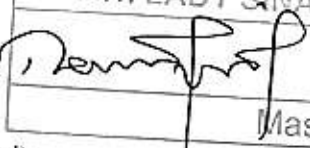
When and where - I wish to bring to your kind notice/ put on record that vessel arrived Kakinada @1700 hrs 08.12.2016 & @ 2024 HRS LT on 08<sup>th</sup> December 2016, our good vessel came alongside at Berth DWP/NR-1, South.

Following delays occurred to vessel :

Delay In Accepting NOR	NOR Tendered 08.12.2016/ 1700 hrs. It	NOR Accepted 09.12.2016/ 0015 hrs It
Delay In Commence Discharging (At Berth)	Vessel Along At Berth 08.12.2016 / 2024 hrs. It	Commenced Discharging At Berth 09.12.2016/ 0036 hrs It.
Cargo Operation & Awaiting For Pilot	Completed Cargo Operation 10.12.2016 / hrs. It	Pilot On Board For Sailing 10.12.2016 / hrs. It

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this (Common delay).

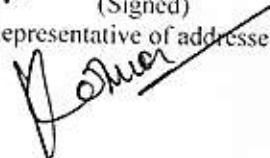
Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this (Common delay), and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA  
  
Master

(Signed)  
Capt. Thanigaivel Perumal  
Master – MT LADY SINA

ACKNOWLEDGE RECEIPT ONLY  
WITHOUT ANY PREJUDICE

(Signed)  
Representative of addressee e.g.

 H M Kishore

(Signed)  
Agent

To,  
LOADING MASTER,  
Berth : DWP/NR-1, South  
Kakinada, India.

Date: 10th December 2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST FOR DISCHARGE BEYOND SHIP'S RAIL

Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice/ put on record that vessel arrived Kakinada @1700 hrs 08.12.2016 & @ 2024 HRS LT on 08<sup>th</sup> December 2016, our good vessel came alongside at Berth DWP/NR-1, South.

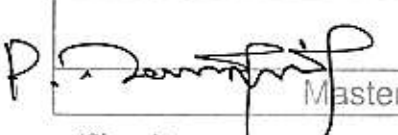
Vessel offered following connections for discharging at your terminal

Grades <b>Crude palm Oil</b>	Vessel offered <b><u>08 Manifold X 6" &amp; 1 X 12"</u></b>	Terminal Connected <b><u>1 Hose X 8"</u></b>
---------------------------------	--	---

I hold you responsible for the prolonged discharging time and my vessel owner charterer any one Related to them are not responsible for any sort of claims of whatsoever nature arising due to the above mentioned cause.

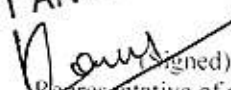
I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this (providing less manifold connection).

Further, we, also hold you responsible for all claims, losses, damages, delays, off hires and any other costs, known or hidden which may arise due to this (Less manifold connection), and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA
 (Signed)
Master

Capt. Thanigaivel Perumal  
Master – MT LADY SINA

ACKNOWLEDGE RECEIPT ONLY  
WITHOUT ANY PREJUDICE

  
(Signed)  
Representative of addressee e.g. Y.M. Reddy

(Signed)  
Agent

To,  
LOADING MASTER,  
Berth : DWP/NR-1, South  
Kakinada, India.

Date: 10th December 2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST FOR DISCHARGE BEYOND SHIP'S RAIL

Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice - put on record that vessel arrived Kakinada @1700 hrs 08.12.2016 & @ 2024 HRS LT on 08<sup>th</sup> December 2016, our good vessel came alongside at Berth DWP/NR-1, South.

This is to inform you that during the Discharging of the vessel at your terminal, the following conditions were noted Vessel was instructed by terminal to discharge total cargo for this port. On arrival:-

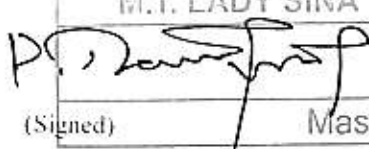
Ullaging and Calculations done by cargo surveyor and Vessel discharged as per ~~B/L figure~~ <sup>arr.</sup> ullage sheet

Cargo tanks 4W's & 6W's were discharged well stripped Well Squeezed to maximize cargo outturn & all line from each pump stack were blown through from vessel to shore. Again stopping ullage for cargo tanks 2W's & 5W's was achieved as per B/L nominated quantity. The cargo tanks were stripped & squeezed (4W's & 6W's) & Stopping ullage (2W's & 5W's) was achieved upto to the satisfaction of the attending terminal representative and cargo surveyor. Dry tank certificate for 4W's & 6W's was issued by cargo surveyor's & Ullage sheet for ROB cargo was issued by cargo surveyor.

Non nominated cargo tanks 1W's & 3W's were inspected by surveyor on arrival & on completion of cargo operation, ullage sheet was issued for same. Slop W's & ROT were inspected by surveyor on arrival & on completion of cargo operation, empty tank certificate was issued for same on arrival & on completion of cargo operation. Vessel will not be responsible for any dispute arise for ship's qty discharged beyond the ship's rail.

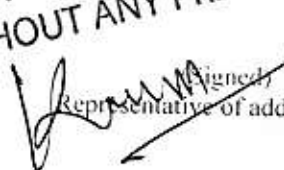
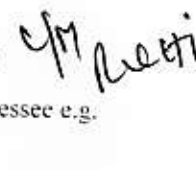
I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this (discharge beyond ship's rail).

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this (discharge beyond ship's rail), and reserve the right to extend the same at any place and time deemed necessary and convenient.

M.T. LADY SINA	
	
(Signed)	Master

Capt. Thanigaivel Perumal  
Master - MT LADY SINA

ACKNOWLEDGE RECEIPT ONLY  
WITHOUT ANY PREJUDICE

 <sup>(Signed)</sup>  
Representative of addressee e.g. 

(Signed)  
Agent

To,

Date: 08<sup>th</sup> December 2016

Loading Master Cargo Surveyor,  
Berth : DWP/NR-1 South,  
Kakinada, India.

## Sealing Certificate.

This is to bring to your notice that at Load port nominated cargo tank domes/Hatches/ & Manifold's (P&S) were sealed by attending cargo surveyor at load port. same seal's were found intact at discharge port Kakinada & seals from tank domes/Hatches & manifold's were broken in presence of Loading Master, Cargo surveyors

Details as follow :

**Cargo :Crude Palm Oil**

### Sealed By Suecofinda

On Manifold : Seal No SCI 8616325 – 8616332 (8 Pcs)  
On Ullage Pipe : Seal No SCI 8616313 – 8616324 (12 Pcs)  
On Man Hole : Seal No SCI 8616301 – 8616312 (12 Pcs)

### Sealed Bu Sawit Sumbermas Sarana

On Manhole : Seal No 02704661 - 02704684 (Total 24 Nos)  
Butter Hole : Seal No 02704685 - 02704696 (Total 12 Nos)

Pls acknowledge the receipt by signing.

M.T. LADY SINA,  
MULHANI  
(Signed) Chief Officer

Chief Officer Multani Charan Jit Singh

INSURANCE SURVEYORS & LOSS ASSESSORS  
KAKINADA  
(Signed)

Representative of addressee.

To,

Date: 08<sup>th</sup> December 2016

Loading Master.,  
 Berth : DWP/NR-1 South,  
 Kakinada, India.

## Sample Receipt.

This is to bring to your notice that vessel had delivered load port sample to the receiver at discharge port via Cargo Surveyor.

Details as follow :

Cargo Crude Palm Oil : (Samples from PT Caraka Jasa Inspeksi)  
 Samples Sources Composite Sample From Ship Tank No 1W's,2W's,3W's,4W's,5W's & 6W's  
 Seal Number : No Seal Number  
 (Total no of samples for Receiver :) Btls X 350ml)

Cargo Crude Palm Oil : (Samples from Sucofinda.)  
 Samples Sources Composite Sample From Ship Tank No 1W's,2W's,3W's,4W's,5W's & 6W's  
 Seal No : SCI 8616333 (2 Btls X 350 ml Seal Together In One Plastic Bag)

Pls acknowledge the receipt of sample by signing.

M.T. LADY SINA
<i>[Handwritten Signature]</i>
(Signed) Chief Officer

Chief Officer Multani Charan Jit Singh

(Signed)

Representative of addressee.



<b>UNIVAN SHIP MANAGEMENT LIMITED</b>		ISSUE 0	REV 1	PAGE 1/1
SHIPS FILE NO M24	OFFICE FILE NO: NA	FORM No: 10.1	DATE 20.05.2015	
NOTICE OF READINESS		APPLICABLE FOM SECTIONS:3.7, 11.4(O), 12.3, 12.5		

**NOTICE OF READINESS**

To,  
Loading Master, Receivers / KV Global  
Budge Budge

Sir,

Please be advised that M.T LADY SINA...under my command  
arrived at ... Sand Heads (Budge Budge) ..on 11.12.2016.  
At... 1900 hours and is in every respect ready to load/discharge the  
cargo of CPO quantity as per CP dated 03.11.2016

The time commences to count in accordance with the terms and conditions of the  
Charterparty / booking note dated...03.11.2016

Yours faithfully,

.....  
P. J. D...  
Master

Notice tendered on... 11.12.2016 .at ...1900 .hours.

Notice accepted on..... 16.12. 2016.....at 18.10.....hours.



.....  
Shipper / Consignee / Agent

Original: Charterer  
Copy: Univan Ship Management  
Copy: Master file

for KANDUR BOBLES PVT LTD

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UNIVAN SHIP MANAGEMENT LTD

SLOP CERTIFICATE

Vessel Name : MT LADY SINA. Voyage No: 28  
Port : Budge Budge, India Date: 16/12/2016.  
Berth : Berth No.5

Slop Certificate On Arrival

This is to certify that on arrival below mentioned tanks were inspected by cargo surveyor & found results as below :

Slop P : Empty.

Slop S : Empty.

ROT : Empty.

M.T. LADY SINA  
*[Signature]*  
Chief Officer

*[Signature]*  
Cargo Surveyor 16/12/16





# ULLAGE REPORT

**VESSEL NAME** : MT. LADY SINA      **BERTH** : Berth No.5      **DRAFT F** : 6.00 M      **TRIM** : 0.00 M  
**VOYAGE NO** : 28      **DATE** : 16th December 2016      **DRAFT M** : 6.00 M      **LIST** : 0  
**PORT** : Budge Budge, India      **DATE** : 16th December 2016      **DRAFT A** : 6.00 M

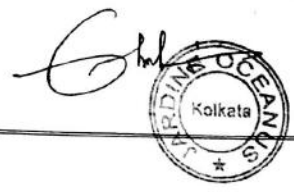
TANK NO	PCL/NO	CARGO/GRADE	CHARTERER/SHIPPER	DESTINATION	ULLAGE		CORR'D ULLAGE	GROSS M3 AT CARGO TEMP	CARGO TEMP (°C)	DENSITY @ Obs Temperature	DCF CHEMICAL	WCF	SHIP FIGURE
					M	CORR'N							M. TONS
1P	1	Crude Palm Oil	KV Global	Budge budge	1.810	0.000	1.810	853.940	53.0	0.8874	NA	NA	757.786
1S	1	Crude Palm Oil	KV Global	Budge budge	1.870	0.000	1.870	848.587	53.5	0.8871	NA	NA	752.782
2P	1	Crude Palm Oil	KV Global	Budge budge	8.245	0.000	8.245	321.488	53.0	0.8874	NA	NA	285.288
2S	1	Crude Palm Oil	KV Global	Budge budge	8.990	0.000	8.990	242.164	53.5	0.8871	NA	NA	214.824
3P	1	Crude Palm Oil	KV Global	Budge budge	2.450	0.000	2.450	1066.283	53.0	0.8874	NA	NA	946.220
3S	1	Crude Palm Oil	KV Global	Budge budge	2.410	0.000	2.410	1068.697	53.0	0.8874	NA	NA	948.362
4P		Empty											0.000
4S		Empty											0.000
5P	1	Crude Palm Oil	KV Global	Budge budge	1.475	0.000	1.475	1165.967	53.0	0.8874	NA	NA	1034.679
5S	1	Crude Palm Oil	KV Global	Budge budge	1.500	0.000	1.500	1162.884	53.5	0.8871	NA	NA	1031.594
6P		Empty											0.000
6S		Empty											0.000
SLOP P		Empty											0.000
SLOP S		Empty											0.000
<b>TOTAL GROSS VOL AT OBSD TEMP :</b>								<b>6730.010 M3</b>	<b>53.19</b>	<b>0.8873</b>			<b>5971.535 MT</b>

REMARKS: DENSITY AND TEMPERATURES PROVIDED BY LOADING MASTER AT LOAD PORT. VESSEL ROLLING AT THE TIME OF ULLAGING.

Quantity Onboard After Discharging At Kakinada		DIFFERENCE	
SHIP'S FIGURE	SHORE B/L FIGURE	QUANTITY	%
5971.535 MT	6000.000 MT	-28.465 MT	-0.474%

Sayed Aslam J. Chief Officer  
 CHIEF OFFICER

SURVEYOR (CHARTERER/SHIPPER) 16/12/16



To,

Date: 16<sup>th</sup> December 2016

Loading Master/Cargo Surveyor,  
 Berth : Berth No.5,  
 Budge Budge, India.

## Sealing Certificate.

This is to bring to your notice that at Load port nominated cargo tank domes/Hatches/ & Manifold's (P&S) were sealed by attending cargo surveyor at load port, same seal's were found intact at discharge port Kakinada & seals from tank domes/Hatches & manifold's were broken in presence of Loading Master,Cargo surveyors

Details as follow :

**Cargo :Crude Palm Oil**

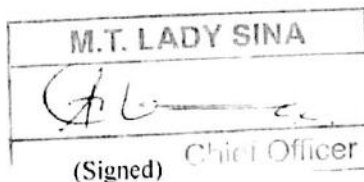
### Sealed By Sucofinda

On Manifold : Seal No SCI 8616326 – 8616332 (7 Pcs)  
 On Man Hole : Seal No SCI 86163/01, 02, 04, 05, 06, 08, 11 & 12 (08 Pcs)

### Sealed Bu Sawit Sumbermas Sarana

On Manhole : Seal No 027046/ 61 to 72, 77 to 80 (Total 12 Nos).  
 Butter Hole : Seal No 027046/87, 89, 90 & 91 (Total 04 Nos).

Pls acknowledge the receipt by signing.



Chief Officer: Sayed Aslam J.

(Signed) 16/12/16  
 Representative of addressee.







PUMPING LOG, VOYAGE-28

Vessel: **M.T. LADY SINA** Port: **BUDGE BUDGE, INDIA** Cargo: **CRUDE PALM OIL** Date: **16-12-2016**

TIME	NO. 1PORT		NO. 1STBD		NO. 2PORT		NO. 2STBD		NO. 3PORT		NO. 3STBD		NO. 4PORT		NO. 4STBD		NO. 5PORT		NO. 5STBD		NO. 6PORT		NO. 6STBD		NO. SLP. #		NO. SLP. #		MANIFOLD PRESSURE			
	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PUMP PRS	PRG M/F (Bars)	AVG RATE MT			
16-12-2016	Commenced Discharging at 1.0 bar on loading master's request																															
2048hrs	70		70		70		70		70		70		70		70		70		70		70		70		70		1.0					
2100 hrs	Loading Master Ordered To Increase Manifold Pressure To 4.0 Bars																															
2100 hrs	100	100																									100	100	4.0			
2106 hrs	Loading Master Ordered To Increase Manifold Pressure To 5.0 Bars																															
2106 hrs	120	120																									120	120	5.1			
2200hrs	120	120																									120	120	5.0		209	
2300hrs	120	120																									120	120	5.0		180	
2400hrs	120	120																									120	120	5.0		185	
17-12-2016																																
0100hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.9	198	
0200hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	179	
0300hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.1	190	
0400hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	189	
0500hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	171	
0600hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.1	185	
0700hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	171	
0800hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	130	
0838-0854	Squeezing COT 2S																															
0900hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	130	
1000hrs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.9	159	
0955-1010	Squeezing COT 2P																															
1100hrs	120	120	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	192
1200hrs	120	120	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	157
1300hrs	120	120	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.1	166
1400hrs	120	120	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	213
1500hrs	120	120	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	154
1600hrs	120	120	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	188
1700hrs	120	120	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	171
1800hrs	120	120	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	133
1900hrs	EMPTY	120	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	79
2000hrs	EMPTY	120	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	179
2100hrs	EMPTY	120	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	170
2200hrs	EMPTY	120	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	157
2218-2242	Squeezing COT 1S																															
2300hrs	EMPTY	EMPTY	EMPTY	EMPTY	120	120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	157
2400hrs	EMPTY	EMPTY	EMPTY	EMPTY	120	120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.1	151
18-12-2016																																
0100hrs	EMPTY	EMPTY	EMPTY	EMPTY	120	120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	150
0200hrs	EMPTY	EMPTY	EMPTY	EMPTY	120	120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	154
0300hrs	EMPTY	EMPTY	EMPTY	EMPTY	120	120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	147
0400hrs	EMPTY	EMPTY	EMPTY	EMPTY	120	120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.1	147
0500hrs	EMPTY	EMPTY	EMPTY	EMPTY	120	120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	117
0600hrs	EMPTY	EMPTY	EMPTY	EMPTY	120	120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	72
0608-0638	Squeezing COT 3P																															
0700hrs	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	79
0606-0730	Squeezing COT 3S																															
0800hrs	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	77
0900hrs	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6.0	120
1000hrs	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	86
1100hrs	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.8	76
1112-1212	Squeezing COT 3S																															
1300hrs	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	101
1400-1536	Squeezing COT 5S																															
1536hrs	Completed Discharging																															

Remarks: Vessel discharged as per order from Loading Master. Manual entry for stripping and squeezing of tanks required.

Received for onward despatch to concerned parties  
*[Signature]*  
 ATLANTIC SHIPPING PVT. LTD. KOLKATA

M.T. LADY SINA  
*[Signature]*  
 Chief Officer

CHIEF OFFICER

SHORE REPRESENTATIVE



UNIIVAN SHIP MANAGEMENT LTD

SLOP CERTIFICATE

Vessel Name : MT LADY SINA. Voyage No: 28  
 Port : Budge Budge, India. Date: 18/12/2016  
 Berth : Berth No. 5

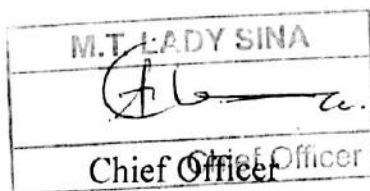
Slop Certificate On Departure.

This is to certify that on completion of cargo operation below mentioned tanks were inspected by cargo surveyor & found results as below :

Slop P : Empty

Slop S : Empty

ROT : Empty



*[Signature]*  
 18-12-16  
 Cargo Surveyor





UNIVAN SHIP MANAGEMENT LTD

**DRYNESS/OBQ/ROB CERTIFICATE**

M/t "LADY SINA"

Voyage No: 028

Port : **Budge Budge, India.**

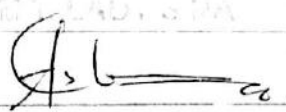
Berth : **Berth No.5**

This is to certify that **after discharging** nominated and non nominated cargo tanks:

**1P, 1S, 2P, 2S, 3P, 3S, 4P, 4S, 5P, 5S, 6P AND 6S.**

were inspected and found tank empty, well stripped & dry of Cargo Crude Palm Oil.

Accepted time... 1600 HRS LT On Date: 18 /12/2016

  
 Chief Officer  
**CHIEF OFFICER**

SAYED ASLAM J.

INSPECTOR FOR:

Full Name

Signature:



  
18.12.16

To,  
LOADING MASTER,  
Berth . Berth No.5  
Budge Budge, India.

Date: 18th December 2016

CC: (Owners)  
CC: (Univan)

SUB LETTER OF PROTEST FOR DELAYS

Dear Ma'am Sir,

Dear Ma'am / Sir,

When and where - I wish to bring to your kind notice/ put on record that vessel arrived Sandheads (Budge Budge) @1900 hrs 11<sup>th</sup> December 2016 & @ 1800 HRS LT on 16<sup>th</sup> December 2016, our good vessel came alongside at Berth No.5, Budge Budge.

Following delays occurred to vessel :

Delay In Accepting NOR	NOR Tendered 11.12.2016/ 1900 hrs. It	NOR Accepted 16.12.2016/ 1810 hrs It
Delay In Commence Discharging (At Berth)	Vessel Along At Berth 16.12.2016 / 1800 hrs. It	Commenced Discharging At Berth 16.12.2016/ 2048 hrs It.
Cargo Operation & Awaiting For Pilot	Completed Cargo Operation 18.12.2016 / 1536 hrs. It	Pilot On Board For sailing / 12/2016 / hrs. It

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this (Common delay).

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this (Common delay), and reserve the right to extend the same at any place and time deemed necessary and convenient.



(Signed)  
Capt. Thanigaivel Perumal  
Master - MT LADY SINA

(Signed)  
Representative of addressee e.g.

RECEIVED FOR ONWARD DESPATCH  
TO CONCERN PARTIES.



(Signed)  
Agent

Ship File No. M33

Applicable FOM Section: 12.3, 12.5, 12.6

To,  
LOADING MASTER,  
Berth : Berth No.5  
Budge Budge, India.

Date: 18th December 2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST FOR LOADING MASTER DECLINED TO SIGN LOPs.

Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice/ put on record that vessel arrived Sandheads (Budge Budge) @1900 hrs 11<sup>th</sup> December 2016 & @ 1800 HRS LT on 16<sup>th</sup> December 2016, our good vessel came alongside at Berth No.5, Budge Budge.

This is to inform you that during discharging operation of Crude Palm Oil, the vessel notes protest for the following, and reserves the right to extend it at any time and place convenient.  
Loading master refuse to sign ships LOP.

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this (loading master refuse to sign LOP).

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this (loading master refuse to sign LOP), and reserve the right to extend the same at any place and time deemed necessary and convenient.


*P. Thanigaivel Perumal*

(Signed)  
Capt. Thanigaivel Perumal  
Master – MT LADY SINA

(Signed)  
Representative of addressee e.g.

RECEIVED FOR ONWARD  
DESPATCH TO CONCERN PARTIES.

*[Signature]*



(Signed)  
Agent

Ship File No. M33

Applicable FOM Section: 12.3, 12.5, 12.6

To,  
LOADING MASTER,  
Berth : Berth No.5  
Budge Budge, India.

Date: 18th December 2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST FOR VESSEL DISCHARGE CAPABILITY

Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice/ put on record that vessel arrived Sandheads (Budge Budge) @ 1900 hrs 11<sup>th</sup> December 2016 & @ 1800 HRS LT on 16<sup>th</sup> December 2016, our good vessel came alongside at Berth No.5, Budge Budge.

Cargo: Crude Palm Oil

Vessel's Capability : 1200m3/hr Or To Maintain 7.00 Bars At Manifold.  
Terminal Restricted Vessel To Maintain : Max 5.00 Bars At Manifold.  
Average Discharge Rate Achieved : 139.512 MT/Hr.

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this (Restricted discharge rate).

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this (Restricted discharge rate), and reserve the right to extend the same at any place and time deemed necessary and convenient.

(Signed)  
Capt. Thanigaivel Perumal  
Master - MT LADY SINA

(Signed)  
Representative of addressee e.g.

RECEIVED FOR ONWARD DESPATCH  
TO CONCERN PARTIES.

(Signed)  
Agent

To,  
LOADING MASTER,  
Berth : Berth No.5  
Budge Budge, India.

Date: 18th December 2016

CC: (Owners)  
CC: (Univan)

**SUB:** LETTER OF PROTEST FOR LESS CONNECTION OFFERED TO VESSEL

Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice/ put on record that vessel arrived Sandheads (Budge Budge) @1900 hrs 11<sup>th</sup> December 2016 & @ 1800 HRS LT on 16<sup>th</sup> December 2016, our good vessel came alongside at Berth No.5, Budge Budge.

Vessel offered following connections for discharging at your terminal

Grades	Vessel offered	Terminal Connected
Crude palm Oil	<u>08 Manifold X 6" &amp; 1 X 12"</u>	<u>1 Hose X 8"</u>

I hold you responsible for the prolonged discharging time and my vessel/owner/charterer/any one Related to them are not responsible for any sort of claims of whatsoever nature arising due to the above mentioned cause.

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this (providing less manifold connection).

Further, we, also hold you responsible for all claims, losses, damages, delays, off hires and any other costs, known or hidden which may arise due to this (Less manifold connection), and reserve the right to extend the same at any place and time deemed necessary and convenient.

(Signed)  
Capt. Thanigaivel Perumal  
Master - MT LADY SINA

(Signed)  
Representative of addressee e.g.

RECEIVED FOR ONWARD DESPATCH  
TO CONCERN PARTIES.

(Signed)  
Agent

Ship File No. M33

Applicable FOM Section: 12.3, 12.5, 12.6

To,  
LOADING MASTER,  
Berth : Berth No.5  
Budge Budge, India.

Date: 18th December 2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST FOR DELAY IN ACCEPTING NOR

Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice/ put on record that vessel arrived Sandheads (Budge Budge) @1900 hrs 11<sup>th</sup> December 2016 & @ 1800 HRS LT on 16<sup>th</sup> December 2016, our good vessel came alongside at Berth No.5, Budge Budge.

Vessel tendered NOR at 1900 hrs 11<sup>th</sup> December 2016, However vessel's NOR was accepted only at 1810 hrs 16<sup>th</sup> December 2016, the delay in accepting NOR caused the vessel to wait without cargo operations, hence resulting in the extended port stay and time loss for the vessel.

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this (Delay in accepting NOR).

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this (Delay in accepting NOR), and reserve the right to extend the same at any place and time deemed necessary and convenient.

(Signed)  
Capt. Thanigaivel Perumal  
Master - MT LADY SINA

(Signed)  
Representative of addressee e.g.

RECEIVED FOR ONWARD DESPATCH  
TO CONCERN PARTIES.



(Signed)  
Agent

To,  
LOADING MASTER,  
Berth : Berth No.5  
Budge Budge, India.

Date: 18th December 2016

CC: (Owners)  
CC: (Univan)

SUB: LETTER OF PROTEST FOR DISCHARGE BEYOND SHIP'S RAIL

Dear Ma'am/ Sir,

When and where - I wish to bring to your kind notice/ put on record that vessel arrived Sandheads (Budge Budge) @1900 hrs 11<sup>th</sup> December 2016 & @ 1800 HRS LT on 16<sup>th</sup> December 2016, our good vessel came alongside at Berth No.5, Budge Budge.

This is to inform you that during the Discharging of the vessel at your terminal, the following conditions were noted Vessel was instructed by terminal to discharge total cargo for this port. On arrival:-

Ullaging and Calculations done by cargo surveyor and Vessel discharged as per arrival discharge port (Budge Budge) figure.

Cargo tanks 1W's, 2W's, 3W's & 5W's were discharged/well stripped/Well Squeezed to maximize cargo outturn & all line from each pump stack were blown through from vessel to shore. The cargo tanks were stripped / squeezed (1W's, 2W's, 3W's & 5W's) was achieved upto to the satisfaction of the attending terminal representative and cargo surveyor. Dry tank certificate for 1W's, 2W's, 3W's, 4W's & 5W's was issued by cargo surveyor.

Non nominated cargo tanks 4W's & 6W's were inspected by surveyor on arrival & on completion of cargo operation. Slop W's & ROT were inspected by surveyor on arrival & on completion of cargo operation, empty tank certificate was issued for same on arrival & on completion of cargo operation. Vessel will not be responsible for any dispute arise for ship's qty discharged beyond the ship's rail.

I hereby therefore, respectfully tender this Letter of Protest and hold myself, the Vessel, her Owners and Managers harmless and not responsible/ liable for any loss, delay, damages to our vessel or any other losses/ damages resulting from this (discharge beyond ship's rail).

Further, we, also hold you responsible for all claims, losses, damages, repair costs, delays, off hires and any other costs, known or hidden which may arise due to this (discharge beyond ship's rail), and reserve the right to extend the same at any place and time deemed necessary and convenient.

(Signed)

Capt. Thanigaivel Perumal  
Master - MT LADY SINA

(Signed)  
Representative of addressee e.g.

RECEIVED FOR ONWARD DESPATCH  
TO CONCERN PARTIES.

(Signed)  
Agent

Ship File No. M33

Applicable FOM Section: 12.3, 12.5, 12.6







Date: 16/12/2016

TO,  
 The Master/Chief Officer,  
 M.T. "LADY SINA" (Voy No. 28)  
 Jetty No. 5, Budge Budge

Dear Sir,

We found some discrepancy in load port ship's quantity, arrival/departure/discharge quantity at Kakinada & arrival quantity at Budge Budge against Bill of lading quantity. This is for your kind information & give your valuable comments.

Discrepancies given below :-

- |                                   |                  |
|-----------------------------------|------------------|
| 1. Load port ship's quantity      | : 10944.758 MT.  |
| 2. Total B/L quantity             | : 11000.000 MT.  |
| 3. Difference (1-2)               | : (-) 55.242 MT. |
| 4. Arrival Kakinada quantity      | : 10946.483 MT.  |
| 5. Departure Kakinada quantity    | : 5970.843 MT.   |
| 6. Discharge quantity at Kakinada | : 4975.640 MT.   |
| 7. B/L quantity for Kakinada      | : 5000.000 MT.   |
| 8. Difference (6-7)               | : (-) 24.360 MT. |
| 9. Arrival Budge Budge quantity   | : 5971.535 MT.   |
| 10. B/L quantity for Budge Budge  | : 6000.000 MT.   |
| 11. Difference (9-10)             | : (-) 28.465 MT. |

for receipt only

M.T. LADY SINA  
  
 Master



Master/Chief Officer  
 will not be responsible for any out turn B/L  
 beyond ship's rail. PLS ref various nllag  
 10-11-13.

Surveyor

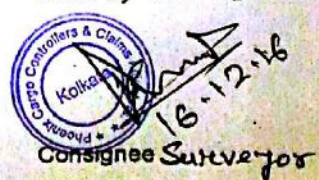
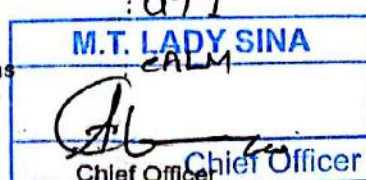


SHIP'S QUANTITY REPORT  
 BEFORE / AFTER / LOADING / DISCHARGE

Vessel. M.T. LADY SINA Date 16.12.2016  
 (Voy. No. 28) Imp. Reg. No. 2153071/16.  
 Berth & Place Jetty No. 5, Budge Budge Draft For'd 6:00 M. Aft 6:00 M. Trim NIL List NIL  
 Product Crude Palm Oil of Edible Grade in bulk Density As per load port density chart.  
A/C. M/S. KANPUR EDIBLES PVT. LTD.

Tank No.	CORRTD ULLAGE EM	TEMP /C	VOLUME K/L.	DENSITY AT TANK TEMP.	WEIGHT (MT)
1P	181.0	53.0	853.940	0.8874	757.786
1S	187.0	53.5	848.587	0.8871	752.782
2P	824.5	53.0	321.488	0.8874	285.288
2S	899.0	53.5	242.164	0.8871	214.824
3P	245.0	53.0	1066.283	0.8874	946.220
3S	241.0	53.0	1068.697	0.8874	948.362
5P	147.5	53.0	1165.967	0.8874	1034.679
5S	150.0	53.5	1162.884	0.8871	1031.594
		TOTAL:	6730.010		5971.535
<p>Note:- 1) Calculation done based on load port density.                  2) C.O.T. NO. 4W, 6W &amp; SLOP wings found empty.</p>					
Quantity on Arrival		Budge Budge		5971.535 M/	TONS.
Ship's Quantity at Load port on		Departure Kakinada		5970.843 M/	TONS.
B/L quantity		for Budge Budge		6000.000 M/	TONS.

REMARKS : Ullages by : UTI Temp by : UTI Water by : UTI  
 Sea Conditions CALM  
 Customs Officer [Signature] Chief Officer [Signature] Surveyor [Signature]  
 For ULLAGES & TEMP ONLY



Jardine Oceanus  
No.1, C.N.K. Road, 2nd Floor,  
Chepauk, Chennai-600 005.  
Tel : 044-4266 3126  
E-Mail : jardine.oceanus@gmail.com

Jardine  
Oceanus



**SHIP'S TANKS INSPECTION CERTIFICATE**

Vessel M.T. "LADY SINA" (Voy. No. 28)

Date 18.12.2016

Imp. Reg. No. 2153071/16

Berth & Place Jetty No. 5, Budge Budge

Time of Inspection 1536 Hrs. to 1600 Hrs.

Draft Ford 4.60 M Aft 5.40 M Trim 0.80 M List NIL

On completion of discharge of cargo Crude Palm Oil of Edible Grade in bulk.

We inspected the following cargo tanks 1P, 1S, 2P, 2S, 3P, 3S, 5P & 5S

.....  
.....  
.....

The tanks were found to be empty / well drained.

C.O.T. No. 4W, 6W & SLOP Wings also checked & found them empty.

∴ Quantity discharged at Budge Budge 5971.535 MTONS.

M.T. LADY SINA  
*[Signature]*  
Chief Officer

CHIEF OFFICER



*[Signature]*  
18.12  
CONSIGNEE  
SURVEYOR



*[Signature]*  
SURVEYOR

**M/S.RAJIV AGARWAL**

14/1, P.N.Banerjee Road, Budge Budge. Kolkata-700137

Phone : 2407-6142

Fax : 91-33-2470-4361

Ref: RA / L S / 01

Date: 16-12-2016

\*Time = - 2020 hrs.

The Master

M.T "LADY SINA"

Jetty no. 5

Budge Budge.

Dear Sir,

**Sub: Discharge of 6000.000 M.T (approx) crude palm oil**

We would like to inform you that we shall be receiving above mentioned cargo from your vessel into our storage tanks on behalf of the consignee A/C. M/S. KANPUR EDIBLES PVT. LTD.

We are ready to receive the cargo. Please start discharge initially 1.0 Kg /Cm2 pressure and then increase the pressure up to 5.0 Kg /Cm2 on our intimation only.

M.T. LADY SINA.

Chief Officer

Thanking you

Yours faithfully



# PHOENIX CARGO CONTROLLERS & CLAIMS ADJUSTERS

7, TOLLYGUNGE CIRCULAR ROAD, NEW ALIPORE, KOLKATA-700 053

PHONE NO. (033) 2400 4850/4886/9917/9919/9920, FAX NO 2400 4851

E-mail : pccca@cal2.vsnl.net.in/phoenixcargocontrollers@gmail.com

## TIME SHEET

VESSET : MT 'LADY SINA' SHIPPER : K.V.G. GLOBAL LTD. L/P : KUMAI

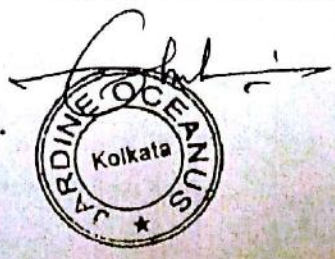
VOYAGE NO. : 028 ROT NO 2153071 BERTH AT JETTY NO - S BQB

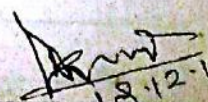
CONSIGNEE : M.K. KANPUR EDIBLES PVT LTD.

COMMODITY : C.P.O. MASTER : PERUMAL THANIGAIVEL, CLIFF : ASLAM SAVED.

DATE	TIME (HRS.)	EVENTS
11.12.2016	1900	VESSEL ARRIVED AT SANDHEADS.
16.12.2016	0400	VESSEL LEFT SANDHEADS.
✓	0906	PILOT ON BOARD.
✓	1442	VESSEL ARRIVED AT BUDGE BUDGE ANCHORAGE.
✓	1606	VESSEL LEFT ANCHORAGE.
✓	1640	FIRST LINE ASHORE.
✓	1800	VESSEL ALL FAST AT JETTY NO. 5 BQB.
✓	1810	GANGWAY DOWN.
✓	1810 TO 1848	SAFETY MEETING.
✓	1848 TO 2036	ULLAGING, SAMPLING, CALCULATION.
✓	1900 TO 1924	HOSE CONNECTION BY RAJIV AGARWAL.
✓	2036 TO 2048	SHIP'S LINE UP.
✓	2048	COMMENCED DISCHARGE.
18.12.2016	1536	COMPLETED DISCHARGE.
✓	1536 TO 1600	EMPTY TANK INSPECTION.
✓	1600 TO 1612	AIR BLOW BY THE VESSEL.
✓	1612 TO 1636	HOSE DISCONNECTION.
✓	1636 TO 1730	DOCUMENTATION COMPLETED.

M.T. LADY SINA  
  
 Chief Officer  
 Chief Officer



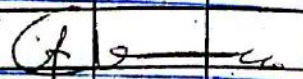
  
 18/12/16  
 Surveyor

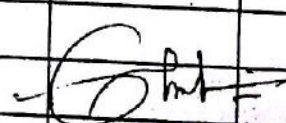
<b>PHOENIX CARGO CONTROLLERS &amp; CLAIMS ADJUSTERS</b> 7, Tollygunge Circular Road, New Alipore, Kolkata - 700 053 Ph : 2400-0531 / 2400-4886 • Fax : 2400-4851 E-mail : phoenixcargocontrollers@gmail.com Web : www.pccca.in	Name of Tanker <b>M.T LADY SINA</b> Voy. No. <b>028</b>	Draft: Fore : <b>6.00M</b> Aft : <b>6.00M</b>	Location <b>JETTY NO-5 BUDGE-BUDGE</b>
	Before <b>LOS</b> / Discharge	Trim : <b>NIL</b>	Date <b>16-12-2016</b>
	After <b>LOS</b> / Discharge	List : <b>NIL</b>	1848 TO 2036 HRS


Tank No.	Product	Cert Ullage	Water Dip.	Temp. °C/F	Gross Volume	Water Volume	Nett Volume	WTF	Nett Vol. @ 1000 / M. Tons
								Density	
CONSIGNEE: <b>SM&amp;K ANP UR EDIBLES PVT LTD.</b>									
1P	C	181.0	NIL	53.0	853.940	NIL	853.940	0.8874	757.786
1B		187.0	"	53.5	848.587	"	848.587	0.8871	752.782
2P		824.5	"	53.0	321.488	"	321.488	0.8874	285.288
2B	P	899.0	"	53.5	242.164	"	242.164	0.8871	214.824
3P		245.0	"	53.0	1066.283	"	1066.283	0.8874	946.220
3B		241.0	"	53.0	1068.697	"	1068.697	0.8874	948.362
5P		147.5	"	53.0	1165.967	"	1165.967	0.8874	1034.679
5B	O	150.0	NIL	53.5	1162.884	NIL	1162.884	0.8871	1031.594
								TOTAL =	5971.535

B/L Qty = 6000.000 M.T LAST PORT = 5970.843 M.T (KAKINADA)

Notes: 1) Ullage and Temperature were taken by U.T.1 NO. TFR-72307102.  
 2) on board qty ascertained based on load port density.  
 3) vessel tanks nos. 4W, 6W, 8W also checked and found empty.

for ullage & temp only  
**M.T. LADY SINA**  
  
 Chief Officer



  
 16-12-16



# PHOENIX CARGO CONTROLLERS & CLAIMS ADJUSTERS

7, TOLLYGUNGE CIRCULAR ROAD, NEW ALIPORE, KOLKATA-700 053

PHONE NO. (033) 2400 4850/488679917/9919/9920, FAX NO. 2400 4851

E-mail : pccca@cal2.vsnl.net.in/phoenixcargocontrollers@gmail.com

## TANK INSPECTION CERTIFICATE

VESSEL M.T. LADY SINA VOY. 028 PRODUCT CRUDE PALM OIL  
 LOCATION JETTY NO-5 PORT BUDGE-BUDGE  
 DATE 18.12.2016 DRAFT : FWD 4.60 M  
 TIME 1536 TO 1600 HRS. AFT 5.40 M

CONSIGNEE: S.M.R. KANPUR EDIBLES Pvt LTD. TRIM

THE BELOW MENTIONED CARGO TANKS HAVE BEEN INSPECTED IN THE FOLLOWING MANNER AFTER DISCHARGE AND FOUND TO BE WELL DRAINED & EMPTY.

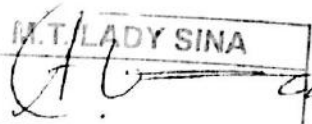
TANK NOS : 1W, 2W, 3W, 5W

TANK INSPECTION METHOD : VISUALLY

QUANTITY DISCHARGED AS PER SHIP'S ULLAGE : 5971.535 M.T

**NOTE:**

THE PRESENT INSPECTION HAS BEEN CARRIED OUT TO THE BEST OF OUR KNOWLEDGE & ABILITY & OUR RESPONSIBILITIES ARE LIMITED TO THE EXERCISATION OF REASONABLE CARE. THIS CERTIFICATE REFLECTS THE CONDITION OF THE TANKS (AT THE DATE & TIME MENTIONED) AFTER CARGO DISCHARGE. IT DOES NOT EXTEND TO INACCESSIBLE AREAS INCLUDING CARGO LINES, PUMPS ETC. THIS CERTIFICATE DOES NOT IN ANY WAY IMPLY THAT THE TANKS HAVE BEEN CLEANED AND/OR THAT THEY ARE GAS FREE OR FIT FOR MAN ENTRY.

M.T. LADY SINA  
  
 Chief Officer



  
 18.12.16

**Jasmine Kroll**

---

**From:** Lady sina <master.Ladysina@skyfile.com>  
**Sent:** 11 December 2016 21:50  
**To:** 'Atlantic Shipping Pvt Ltd (Ali)'; Tune Chemical Tankers Operations;  
pranav@kvgglobal.com; commercial@kvgglobal.com; snayyar@kvgglobal.com;  
BROKERS@ENCORESHIPPING.IN; sudhanshuagarwal@kvgglobal.com;  
mukeshkumar@kvgglobal.com; marketing@kvgglobal.com;  
kolkata@atlanticshpg.com  
**Cc:** ladySinaVC@univan.com; 'Capt. Gautam Gosain'; capt.vijay@atlanticshpg.com  
**Subject:** Lady Sina / Voy 28 / CP dated 03.11.2016 / NOTICE OF READINESS

Good day sir,

Lady Sina arrived sandheads anchorage on 11.12.2016 at 1900 hrs and anchored.  
Vessel ready in all respects to discharge her cargo at Budge Budge wef 1900 hrs Lt on 11.12.2016 as per governing  
Cp dt 03.11.2016.

Please inform receivers, loading master, terminal and all parties concerned.

NOR tendering time : 1900 hrs Lt on 11.12.2016.

Kindly acknowledge receipt.

Thank you very much.

Best Regards,  
Capt. Perumal Thanigaivel  
Master, M.T. Lady Sina  
FBB Tel : +870773923494  
FBB Fax: +870 783 175 915  
Sat C : +453 834 598  
Email : [master.ladysina@skyfile.com](mailto:master.ladysina@skyfile.com)

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Vessel E-mail system is not on-line, in case of urgency please contact at FBB number as above.  
Vessel can receive maximum 512 KB / msg. Please compress, if exceeds message size.

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## Jasmine Kroll

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**From:** Atlantic Shipping Pvt Ltd (Ali) <opspvt@atlanticshpg.com>  
**Sent:** 13 December 2016 17:42  
**To:** Tune Chemical Tankers Operations; ladySinaVC@univan.com  
**Cc:** master.Ladysina@skyfile.com; opspvt@atlanticshpg.com  
**Subject:** (L-BUB11166017) MT Lady Sina VOY 28 (DISH - Palm Oil) at Port Budge-Budge - Port position / lineup of vessels  
**Attachments:** Tentative Berthing Line up for Tankers at BGB and KOL (6).xls

For: Tune Chemical Tankers B.V.  
 K. Attan : Ed Bremer  
 For : Master Mt. Lady Sina

Frm: Atlantic Shipping – Mumbai  
 Ref: ASPL/L-BUB11166017/OPS-LIQ/NK/009/B/2016 Date: 13.12.2016

Dear Sir Good day,

Basis Subject vessel arrived at port Budge-Budge on 11/12 at 1900 Hrs for discharging her nominated cargo of Palm Oil.

Please find attached today's berthing lineup for Budge-Budge Port as of date:

Kindly note during Bore-Tides at Port Budge Budge, **(no docking undocking will be carried out during this period)** FROM 11<sup>th</sup> December to 16<sup>th</sup> December.

Basis vessel ETA 11<sup>th</sup> Noon and according to port subject vessel expected to berth only after the Bore Tide ie 16<sup>th</sup> December IAGW..

**Note:**

This above berthing lineup is tentative and subject to change as per arrival of vsl, priority of cargo/qty, draft, speed and availability of jetty/ pilot.

Requirement of jetty for berthing of vessel is not fixed and the same can be changed by receiver/agent prior to berthing in consultation with port authority.

Please find below revised fresh water draft table for port budge-budge for your ready ref as per the speed of vessel.

Date	12KTS & Ovr& Ovr	10.5KTS & Ovr& Ovr	9KTS & Ovr& Ovr	7.5KTS & Ovr& Ovr
11.12.2016	6.9	6.7	6.5	6.3
12.12.2016	7.1	6.9	6.7	6.5
13.12.2016	7.3	7.2	6.9	6.7
14.12.2016	7.4	7.2	7.0	6.8
15.12.2016	7.4	7.2	7.0	6.8
16.12.2016	7.3	7.1	6.9	6.7

Please note budge-budge is fresh water river port.

Please find below tide table for port Budge-Budge. For berthing in below mentioned tide the vessel has to arrive Budge Budge 10-12 hrs prior to the high water time.

Date	Time	HT (Mtr)	Date	Time	HT (Mtr)
11.12.2016	0709	1.86	14.12.2016	0117	5.58
	1102	4.65		1019	1.49
	1923	1.40		1327	5.26
	2340	5.06		2220	1.23
12.12.2016	0823	1.69	15.12.2016	0204	5.67
	1152	4.90		1106	1.48
	2032	1.30		1415	5.27
	---	---		2305	1.30
13.12.2016	0029	5.37	16.12.2016	0250	5.62
	0925	1.56		1149	1.54
	1240	5.12		1502	5.16
	2129	1.24		2348	1.44

Vessel has to maintain the trim of 0.2 mtrs for berthing at port Budge-Budge.

Kindly note the vessel movements at port budge-budge is carried out only during day light and high tide therefore if vessel misses any tide in berthing or sailing then she can berth or sail only in the next tide during day light.

Above is for your kind info. Shall keep you update.

Thanks & Regards,& Regards,

Ali Akbar Moiyadi ( MOB NO:+91 8879577055) +91 8879577055)

PN. Kutty ( MOB NO:+91 9930611815) +91 9930611815)

TEL: +91-22-66677345+91-22-66677345

Ashford Centre, 5<sup>th</sup> Floor, Opposite Peninsula Corporate Park, Shankarrao Naram Marg, Lower Parel, Mumbai- 400013.

Email: [opspvt@atlanticshpg.com](mailto:opspvt@atlanticshpg.com)

ATLANTIC SHIPPING PVT.LTD.INDIA

As Agent Only.

(Largest Maritime Service Provider)

DATE : 13.12.2016										
Sr. No.	VESSELS AT BERTH (BUDGE BUDGE)									
Berth	VESSEL NAME	Arrived/ETA	Berthing Delay	BERTHED/ETB	SAILED/ETD	CARGO	QTY	OPS	Remarks	
1	JTY. NO. 1	DE-COMMISSIONED WEF 29.10.2015								
2	JTY. NO. 2	VACANT								
3	JTY. NO. 3	VACANT								
4	JTY. NO. 5	VACANT								
5	JTY NO. 7	DE-COMMISSIONED WEF 06.10.2016								
6	JTY NO. 8	VACANT								
VESSELS AT BERTH (KOLKATA)										
12 NSD	ARK PROGRESS	Ex. BGB	NIL	11.12.2016	14.12.2016	LUBE OIL	1800 MT	DISCH	NPOC : Chennai	
WAITING VESSELS										
Nominated Berth	VESSEL NAME	Arrived/ETA	Berthing Delay	BERTHED/ETB	SAILED/ETD	CARGO	QTY	OPS	Remarks	
JTY 5/8	LADY SINA	11.12/1900	NIL	16.12.2016	18.12.2016	CPO	6000 MT	DISCH	VIA KAKINADA	
EXPECTED VESSELS										
Nominated Berth	VESSEL NAME	Arrived/ETA	Berthing Delay	BERTHED/ETB	SAILED/ETD	CARGO	QTY	OPS	Remarks	
JTY 5/8	ADSINE SUN	14.12.2016	NIL	16.12.2016	18.12.2016	CPO	9200 MT	DISCH		
CALLING FOR 10.12.2016										
NAME OF BERTH	VESSEL NAME	ETA /Arvd	Berthing Delay	Berthed/ETB	Sailed/ETD	CARGO	QTY	OPS	Remarks	
	NIL									

**NOTE: 12.12.2016 TO 16.12.2016 (JETTY CLEARANCE FROM AM 13TH TO PM 15TH) HEAVY BORE TIDE.**

THIS ABOVE BERTHING LINE UP IS TENTATIVE AND SUBJECT TO CHANGE AS PER ARRIVAL OF VSL. PRIORITY OF CARGO, QTY AS DECIDED BY PORT AUTHORITY.

AS PER DRAFT, SPEED AND AVAILABILITY OF JETTY/PILOT.

REQUIREMENT OF JETTY FOR BERTHING OF VESSEL IS NOT FIXED AND THE SAME CAN BE CHANGED BY RECEIVER/AGENT PRIOR TO BERTHING IN CONSULTATION WITH PORT AUTHORITY.

\*\*\* ABOVE CALLED VESSEL'S ARRIVAL ARE SUBJECT TO PILOT AVAILABILITY \*\*\*

## Jasmine Kroll

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**From:** Atlantic Shipping Pvt.Ltd.(NK) <opspvt@atlanticshpg.com>  
**Sent:** 15 December 2016 10:56  
**To:** 'Lady sina'; Tune Chemical Tankers Operations; pranav@kvgglobal.com; commercial@kvgglobal.com; snayyar@kvgglobal.com; BROKERS@ENCORESHIPPING.IN; sudhanshuagarwal@kvgglobal.com; mukeshkumar@kvgglobal.com; marketing@kvgglobal.com; kolkata@atlanticshpg.com  
**Cc:** ladySinaVC@univan.com; 'Capt. Gautam Gosain'; capt.vijay@atlanticshpg.com; 'Ops pvt Ho lqd Mumbai'  
**Subject:** Lady Sina / Voy 28 / CP dated 03.11.2016 / BERTHING PROSPECTS

Warm greetings and Good day Capt. Perumal Thanigaivel

Dear Sir,

All probabilities there is a fare chance for your good vessel to berth tomorrow the 16th of December, we shall review in today's port meeting and shall keep your goodself closely posted.

Have a great day....

Kind Regards,  
 P.N.Kutty  
 For Atlantic Shipping Pvt. Ltd.,  
 As Agents Only,  
 MOB : + 91 99 306 118 15  
 TEL : + 91 22 666 77 300 - 310 (10 LINES)  
 DID : + 91 22 666 77 381  
 E-mail: [opspvt@atlanticshpg.com](mailto:opspvt@atlanticshpg.com)

-----Original Message-----

**From:** Lady sina [<mailto:master.Ladysina@skyfile.com>]  
**Sent:** Thursday, December 15, 2016 8:03 AM  
**To:** 'Atlantic Shipping Pvt Ltd (Ali)'; 'Tune Chemical Tankers Operations'; pranav@kvgglobal.com; commercial@kvgglobal.com; snayyar@kvgglobal.com; BROKERS@ENCORESHIPPING.IN; sudhanshuagarwal@kvgglobal.com; mukeshkumar@kvgglobal.com; marketing@kvgglobal.com; kolkata@atlanticshpg.com  
**Cc:** ladySinaVC@univan.com; 'Capt. Gautam Gosain'; capt.vijay@atlanticshpg.com  
**Subject:** Lady Sina / Voy 28 / CP dated 03.11.2016 / BERTHING PROSPECTS

Good day sir,

Lady Sina presently anchored at Sand Head anchorage and awaiting berthing. Please advise berthing prospects and pilot boarding instructions.

Thank you very much.

Best Regards,  
 Capt. Perumal Thanigaivel  
 Master, M.T. Lady Sina  
 FBB Tel : +870773923494

FBB Fax: +870 783 175 915

Sat C : +453 834 598

Email : [master.ladysina@skyfile.com](mailto:master.ladysina@skyfile.com)

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Vessel E-mail system is not on-line, in case of urgency please contact at FBB number as above.  
Vessel can receive maximum 512 KB / msg. Please compress, if exceeds message size.  
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**Jasmine Kroll**

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**From:** Atlantic Shipping Pvt Ltd (Ali) <opspvt@atlanticshpg.com>  
**Sent:** 15 December 2016 15:22  
**To:** Tune Chemical Tankers Operations; ladySinaVC@univan.com  
**Cc:** master.Ladysina@skyfile.com; 'Atlantic Shipping Pvt Ltd (Ali)'  
**Subject:** (L-BUB11166017) MT Lady Sina VOY 28 (DISH - Palm Oil) Calling at Port Budge-Budge - Berthing Status

For: Tune Chemical Tankers B.V.  
 K. Attan : Ed Bremer  
 For : Master Mt. Lady Sina

Frm: Atlantic Shipping – Mumbai  
 Ref: ASPL/ L-BUB11166017/OPS-LIQ/NK/009/B/2016 Date: 15.12.2016

Good Day  
 Dear Sir

Please be advised that your good vessel has been called for berthing at Budge Budge jetty no.5 on 16.12.2016 and as per port authority her tentative arrival schedule will be as follows but final instruction will be given by Sagar Vts:

Tentative departure from S'heads : 0430-0530 hrs on 16.12.2016  
 Tentative POB at waypoint 7 : 0830-0900 hrs on 16.12.2016  
 Tentative arrival at Budge Budge : 1445-1515 hrs on 16.12.2016  
 ETB at Jty no. 5 : 1700-1730 hrs on 16.12.2016

**Master RIC:** Kindly keep close touch with sagar vts for berthing instruction through VHF ch # 16/68 or by email: [sagarvts@kolkataporttrust.gov.in](mailto:sagarvts@kolkataporttrust.gov.in) / [sagarvts@kopt.in](mailto:sagarvts@kopt.in).

Thanks & Regards,& Regards,

Ali Akbar Moiyadi ( MOB NO:+91 8879577055) +91 8879577055)  
 PN. Kutty ( MOB NO:+91 9930611815) +91 9930611815)  
 TEL: +91-22-66677345+91-22-66677345  
 Ashford Centre, 5<sup>th</sup> Floor, Opposite Peninsula Corporate Park, Shankarrao Naram Marg, Lower Parel, Mumbai- 400013.  
 Email: [opspvt@atlanticshpg.com](mailto:opspvt@atlanticshpg.com)

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