

**RIDER CLAUSES TO GENTIME CHARTER PARTY (BIMCO)
ASSURED ACCESS STRATEGIC SEALIFT CONTRACT NO:**

In accordance with Box 37 “Additional Clauses” of Part I of this Charter Party, the following additional Clauses shall apply:

37.1. Notices (Clause 1 (e))

The Owners/Master shall confirm receipt of Charterer's Activation Notice, and advise best ETA first port nominated by the Charterers. The Owners/Master to give the Charterers updated noon position every Monday, Wednesday, Friday and on the day prior to arrival-port. The noon reports shall contain UTC, position, distance sailed, distance to arrival port, sea- and wind conditions, speed, ETA and bunker requirement when needed. The Owners/Master shall send arrival- and departure report.

The arrival report shall contain; sea voyage completed, pilot embarked (incl. Names, if provided), arrival berth (number of tugs, and their names), first line ashore, all fast, free practice, ramp on the berth, bunker quantity on board, and commencement of loading and discharging.

The departure report to contain loading and discharging completed, ramp closed, vessel cleared, bunker quantity on board, pilot on board (incl. Names, if provided), last line off, departure berth (number of tugs, and their names, if provided), pilot disembarked, commencement of sea voyage, distance to destination and ETA. Major changes shall be notified to the Charterers immediately.

37.2. Trading limits (Clause 2(a))

Trading area is worldwide within INL.

Vessels lie always afloat, always within vessels capabilities.

The Charterers to have the option to trade outside INL subject to Owners prior approval, such approval not to be unreasonably withheld.

The Vessel shall not call countries where UN sanctions are imposed. Exceptions to this may occur in the event where the Charterer, due to NATO or EU operations, is required to operate in areas or countries where UN sanctions normally are imposed.

37.3. Cargo – restrictions and exclusions (Clause 3)

Vessel shall be employed carrying lawful cargo only, including military cargo, always within Vessel's capability and certificates as required by the Contract. Permitted cargo include hazardous cargoes.

37.4. Lashing and lashing-points (Clause 7)

The Owners shall at all times ensure that the Vessel is sufficiently equipped with lashing, securing, dunnage and friction equipment and lashing-points to carry full load

**RIDER CLAUSES TO GENTIME CHARTER PARTY (BIMCO)
ASSURED ACCESS STRATEGIC SEALIFT CONTRACT NO:**

of cargo, including any military cargo. Any additional equipment in excess of Vessel's standard equipment is to be bought for Charterers' account.

37.5. Payment (Clause 8(b))

Payment shall be made in accordance with Article 7 of the Contract.

Invoices submitted by the Owners for variable costs will be substantiated with necessary justification including the furnishing of invoices from the various suppliers in accordance with the terms of the Charter Party.

37.6. Deduction of Disbursement in Last Hire-Payment (Clause 8(d))

In connection with the last payment of Hire the Charterers shall be entitled to deduct a reasonable amount for estimated disbursements for the Owners account. After redelivery of the Vessel any difference to be refunded by the Owners or paid by the Charterers, whichever the case may be, shall be as soon as possible.

37.7. Off-hire (clause 9)

Subject to Article 12 of the Contract, if the Vessel is unable to comply with the instructions of the Charterers on account of defects or inability to follow Charterers instructions the Charterers have the right to place the Vessel off-hire.

Upon the Charterers request the Vessel shall go on-hire when she again is fit to follow Charterers instructions.

In case a substitute vessel has been placed at Charterers disposal, hire shall commence when she is in all respect ready for Charterers service.

37.8. Owners` Obligations (Clause 11)

In addition to what is said in clause 11, all crew related costs connected to crew change, transportation, medical treatment, post etc. shall be for the Owners` account. The Owners shall provide Charterers with vessels crew list upon activation of the Contract.

The Owners shall upon reasonable request by the Charterers, and only due to substantiated reasons connected to national security, replace the Master, officers or any crew member.

The Owners shall at any given time be able to provide the Charterers with an updated list of all personnel (Master, officers and crew members) on board the Vessel.

37.9. Stevedoring (Clause 13 (d))

**RIDER CLAUSES TO GENTIME CHARTER PARTY (BIMCO)
ASSURED ACCESS STRATEGIC SEALIFT CONTRACT NO:**

All stevedoring operations including lashing/securing/unlashing to be the responsibilities of the Owners but to be for the Charterers account.

Charterer's personnel on board and ashore will have the capability of assisting with loading and discharge operations if necessary.

Charterers shall provide Vessel and Owners with a packing list with aggregate cargo details such as IMO class, weight and general descriptions of cargo to be loaded, and Vessel/Owners to revert in a reasonable time with a stowage plan.

37.10. Maintenance (Clause 14(a))

General maintenance to be performed during Vessels service and normal port stays without disrupting Charterers service. Should the Vessel need to be repaired due to a defect, Vessel to go off-hire until she again is ready to resume the service. In case the Vessel cannot be returned to service within a reasonably short time, or the vessel be docked for reason of repair or normal Class required docking (intermediate or special survey), the Owners shall immediately prepare to substitute Vessel with a vessel of quality equal to or higher than the Vessel.

37.11. Lien (Clause 14(d))

The Owners waives the right to take lien in the cargo.

37.12. Supercargo (Clause 15(f))

The Charterers will have personnel on board.

The costs for accommodation of up to 12 (twelve) persons, independent of their function, are included in the Hire of the Vessel as set out in Annex B to the Contract.

The Charterers personnel may assist in securing and ensuring the safety of the cargo on board, however, the Owners shall at all times be held responsible for securing the cargo.

37.13. Stevedore Damage (Clause 16 (b))

The Owners are responsible for all stevedoring operations, ref 37.9. The Owners shall therefore be liable for any and all damages caused by stevedores. If Charterers provide stevedores they are to operate under the instruction of the Master with damages to Charterers account.

37.14. Protective Clauses (Clause 17 (b))

Appendix A – A War risks - to be deleted.

The principals defined in this Rider Clause document 37.16 (“War risks”) apply accordingly.

**RIDER CLAUSES TO GENTIME CHARTER PARTY (BIMCO)
ASSURED ACCESS STRATEGIC SEALIFT CONTRACT NO:**

37.15. Exceptions (Clause 19)

Exceptions for delivery are regulated in the Contract Article 15 and Article 16.

37.16. War Risks (Clause 21)

The Charterers have the right to order the Vessel to sail into areas exposed to War Risks or other risks mentioned in Clause 21.

The Owners undertake to maintain, at their own expense, general worldwide war risk insurance in respect of the Vessel.

War risk premium, crew bonuses or additional wages for any period of trading within a war zone or an area where the Vessel may be exposed to war risks are to be for the Charterers' account. Owners to keep Charterers updated on War Risk Premium rates and crew bonuses, when informed about the schedule.

37.17. Law and arbitration

Article 18 of the Contract shall apply.

ooooOOOOoooo