

## TERMS OF SHIPMENT FTS-HOFFTRANS

### Clause 1.

Ship-owners, neither management nor master, hereafter to be named as "carrier" or FTS Hofftrans B.V., cannot be held responsible for the loaded produce this includes non-delivery and/or partially or complete loss of produce, as far as this has been caused by "force majeure" powers and/or influences which could not have been avoided or prevented by a concerning and caretaking carrier.

Carrier will never be held responsible for damages caused by the physical and/or chemical properties of the produce for which an irrevocable Bill of Lading or any other irrevocable document was edited.

Carrier cannot be held responsible for the loaded produce if partially or wholly damaged and partially or wholly lost caused by leakage, fire, explosion, heat, cold, melting, ignition or corrosion.

Carrier is also not responsible for damage of the produce caused by navigational errors, no matter who of what is to blame and also not responsible for damage or loss caused by technical or mechanical failure of the ship engines and all other equipment aboard the vessel no matter whether the vessel is owned by the carrier, rented, or chartered, neither is the carrier responsible by damages caused by sealed matters which are opened by custom officials, as long as the carrier has done his utmost to be a caretaking carrier.

In no way does the carrier take responsibility for damages caused before or after loading the ship or caused by any delay, no matter what reason.

If a third party is involved, the carrier is not responsible for damages caused by operating the ship no matter what the cause may be and if the shipping contract covers a third party then the lowest ranking of the two counts.

Samples of the produce, taken prior to loading and after unloading on request of shipper, do not make the carrier responsible for these samples. In case of differences the shipper safeguards the carrier.

In case of blending/mixing one or more products on request of shipper, the carrier can not be held responsible for the blended/mixed product(s). The carrier does not give any guaranty for the homogeneity of the product(s).

In case of damage or loss caused by as stated here above, the shipper as well as the recipient are obliged to safe guard the carrier

### Clause 2

Shipper should state whether the product is ignitable, explosive, flammable, corrosive etc., according to the rules of the so called Rhine-convention (ADNR). Not only the trade

names should be stated but also the grade of danger class of danger according to this convention All produce should have such properties, composition and conditions that have any hazardous effect to the vessel, tanks and personnel aboard ship are excluded.

### Clause 3

Carrier is not responsible for the circumstances and/or calamities on the proposed route to the jetty of destination, which make it impossible, more difficult and/or more expensive and reserves the rights to charge the shipper and or recipient for the extra costs involved, and dissolve the contract of shipping without paying any compensation to the shipper and/or recipient.

### Clause 4

Shipper and/or recipient should take care for a safe jetty or a safe mooring place. In case of calamities during loading or unloading the shipper/recipient are bound to pay costs for damages to vessel and/or cargo if third parties are involved, this does not count if they can prove that the jetty and/or mooring spot were safe and not the cause of the damages to ship and/or cargo.

### Clause 5

The shipper is bound to check the vessel for her suitability and cleanness for the accepted cargo, if not checked carrier supposes that the ship fulfilled all demands for the shipment of the cargo.

If the shipper thinks that the vessel is not suitable for the accepted shipment, he should consult a surveyor. If the survey proves that the shipper was right he can cancel the shipping contract without the rights to claim compensation.

The survey should be done by two surveyors, one appointed by the shipper and one by the carrier. In case of disagreement between the two surveyors a third surveyor should be consulted to be appointed by the original two surveyors. If the original two surveyors do not accept the third one, then a third surveyor should be appointed by the Court under which the mooring place jurisdiction falls.

### Clause 6

Loading takes place for the account and risk of the recipient.

### Clause 7

In order to allow FTS-Hofftrans B.V. to arrange her affairs for the desired cargo, shipper should fulfil the next stated duty-of-notification: for bunkering in the port of Rotterdam: 24 hours in advance and for bunkering outside the Rotterdam port: 36 hours in advance. For all other transports a notification of 48 hours applies.

It is also the duty of shipper to take care for the necessary documents concerning the cargo and to be available in time, thus to be sure that the vessel is able to sail immediately after loading is completed. Lack of availability and/or wrong description about quantity or value and/or insufficient description of the cargo make the shipper responsible for all the consequences and costs created by these facts, without serving a writ or another document of failure. In case the vessel is delayed by any form of neglect by the shipper lay money (dock dues/demurrage) are indebted. The additional charge is € 1,10 per metric ton depth weight of the vessel per day, or pro rata unless another amount is agreed upon.

### Clause 8

Carrier is authorised to take another route than agreed upon or take another route than the usual one to the place of destination. Carrier is also authorised to carry the produce with other ships, even another carrier or reload the cargo into other ships owned by another carrier if circumstances make this necessary or decided by the carrier. All costs involved will be charged to the shipper/recipient. Carrier has the authority to finish the voyage without any compensation for the shipper or recipient and to store the cargo at any place he thinks to be the right one at the disposal of shipper/recipient

### Clause 9

If the sailing from the port of loading is delayed and caused by circumstances beyond carrier's power, by more than 24 hours, for example high or low tide and ice-drift, dock dues are indebted by shipper/recipient for every 24 hours or part of day/night, inclusive sun- and holidays, as agreed upon in advance.

Powers beyond shipper's control, technical failures of carrier's vessel, relevant hydraulic works, natural phenomenon, incl. ice-drifting and ice-formation, do not make the carrier responsible for not reaching the place of delivery/sea going vessel in time

In case the carrier needs extra assistance because of the circumstances described in clauses 8 and 9, costs for the assistance as called upon, will be for the shipper and/or recipient.

### Clause 10

Carrier is only bound to sail to the municipality were the expected place for unloading the cargo, is situated;

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reaching this place can not be warranted by carrier. If the expected place of unloading cannot be reached all costs for transshipment, transportation etc. always for the account of shipper and/or recipient, no matter what cause

Carrier will, without being bound to and/or without any responsibility in case of neglect, notice the recipient of the impossibility to reach the place of unloading. In case the recipient does not take care for trans-shipment and further transportation immediately after he received the notice as above stated, carrier is entitled to take care himself for trans-shipment and transportation, does not diminish the duty of shipper and/or recipient to pay the costs for added lying money. All costs involved for transshipment and transportation as arranged by carrier in this case are for the account of shipper and/or recipient

### Clause 11

Unloading the vessel takes place for the account and risks of the interested party. Carrier has the authority to store the cargo into a, to carrier's opinion, suitable place; this does not diminish carrier's rights for compensation of the loss caused by not accepting the cargo in time. Under these circumstances the carrier has also the authority to sell the cargo partially or wholly in order to cover the costs involved and to pay him from that sum the indebted amount of money. In case of selling the cargo, partially or wholly, the interests of shipper/recipient will be taken into account by carrier. Although the carrier is not obliged to give notice to the shipper/recipient of the intended sale of cargo, he will, if possible, give notice to the parties involved within a reasonable time. Place of default on carrier can not be claimed for the above mentioned cases.

### Clause 12

Always the full sum for carrying the cargo should be paid, indifferent to facts that the cargo was delivered in a good or bad state or got lost wholly or partially. Pre-payments for cargo will never be refunded

The carrier has the authority to reserve the cargo wholly or partially including documents and funds for the account risk of shipper and/or recipient and/or other rightful claimants, till security has been given for the indebted for transportation and as a contribution for average general (averij-grosse), and for any other affair for which the carrier should be paid. Cargo, incl. documents and funds, which are or will be under management no matter for what reason, shall be used as security to cover all claims indifferent for what reason in relation to the transportation or otherwise

De carrier is entitled to claim one third of the sum as agreed upon, for transportation to the place of destination if:

- no delivery for shipment took place;
- breaks the contract before the voyage commences;
- Starting the voyage is fully or temporarily impossible.

### Clause 13

Cases of average general should be solved according to the rules of the current and valid Rhine Convention Nr. I.V.R.. The calculations of the apportionment will be done at a chosen place by the carrier and will be executed by an estimator appointed by the carrier.

Carrier's rights to demand a contribution will not be diminished, in case of danger that created the decision of sacrifice, or costs for which the ship-owners, master and/or crew or any personnel member hired by the ship-owners will be blamed, or of insufficient seaworthiness.

In the above stated case shipper/recipient surrender all remedies at law which are available against carrier, the amount of money paid by them as a contribution the average general

The carrier is authorised to underwrite the apportionment for the average general according to local customs on behalf of shippers/recipients

### Clause 14

In case of shortage or damage, loss or damage caused by other means, although not to be accounted for by the carrier due to the other articles of these terms, the shipper/recipient should notify the carrier within 24 hours after finishing unloading the vessel, in order to appoint a surveyor to calculate and state the damage or loss. Reporting should be done in writing to carrier.

### Clause 15

If a legal claim is not instituted within 12 months, further legal claims on carried produce do not count anymore. The fixed time commences on the day after the day of delivery or on the day that the produce should have been delivered.

### Clause 16

All rights and claims of this contract or from the for this purpose edited charters cannot be ceded or given as a security to third parties without the permission of the carrier explicitly, except in case of transfer of the Bill of Lading.

### Clause 17

As far as the liability of the carrier, according to the clauses as stated above, is not completely excluded, the maximum liability is limited to a maximum amount of Euro 226,89 per 1000 kgs or the remaining part of lost or damaged produce.

### Clause 18

The contract of shipment for which this Bill of Lading is edited, taking into account the terms of this Bill of Lading is according to Dutch law. As far as contrary to the imperative nature of this law and if only a part of the rule counts, then the remaining part(s) still count(s) and if the tendency of a rule, which is contrary to the imperative nature of the rules in such a amount to those of another rule, the other rule should be considered as stipulated and should serve her effectiveness to the other rule. All controversies between carrier and shippers and/or recipients judged by the competent court in Rotterdam, except when the carrier prefers another jurisdiction or voluntarily accepts another jurisdiction.

### Clause 19

In case of differences of interpretation between the Dutch the English texts of these terms of shipment the Dutch prefers

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### Additional Terms and Conditions for Bunkering Operations

#### Lay Time

The following total periods of free lay-time are applicable for the loading and discharging bunkering vessels:

Quantity	Free Hours
0 – 1000	18
1001 – 2000	24
2001 – 3000	28
> 3001	32

Lay-time charges are based on a price per ton per deadweight per ship. The price is €1,10 per ton per day. Hours are calculated pro rata with a minimum of €100,- p.h.

#### Loading/Unloading

In case a bunkering operation requires that the cargo has to be loaded at several loading-stations, loading time has to be considered as follows :

“the total hours starting at the time of arrival at the first loading installation until the tankbarge is ready for sailing at the last loading installation” including the sailing hrs between installations.

If at customers request the bunkerbarge has to be loaded prior to the arrival of the seagoing vessel, these hours will be considered as demurrage hours.

#### Force Majeure

In case of force majeure when a seagoing vessel is prevented from entering port, the excess of lay-time, which has to be considered as demurrage hours, will be reduced by 50%. With the exception of other storage facility being available.

#### Notice

In order to provide the necessary cargo, FTS/Hofftrans B.V. requires the following periods of notice:

\* Bunkering within the port area of Rotterdam : 48 hours  
\* Bunkering outside the port area of Rotterdam : 60 hours  
Periods not counting as periods of notice :

\* Weekends

- Friday from 16.00 hour till Monday 07.00 hour

\* Official Local Holidays

- From the previous day 16.00 hour until the following day 07.00 hour

#### “Mixing”

When the cargo-pumps of our bunkering barge are being used for mixing two products, a rate of € 0,15 / per Metric Ton will be charged.

#### Remark :

FTS/Hofftrans B.V. cannot accept any responsibility for the quality of the cargo-product(s) on board of its bunkerbarges or chartered tonnage, neither for the shoretanks, nor when mixed aboard its vessels. FTS/Hofftrans B.V. cannot give any guarantee about the homogeneity of the blended product.

In case of loss and/or damages, sustained by third parties due to the above mentioned, customer, respectively the recipients, are committed to safeguard FTS/Hofftrans.

#### Ice-clause

In case the weather/ice-circumstances make sailing impossible or to dangerous, FTS/Hofftrans has the authority to refuse to sail to certain destinations, in consultation with customer.

FTS/Hofftrans has the authority to claim for an extra ratecompensation by deviation or considerable delays during navigation caused by ice or icedrift

When during sailing safety requires extra assistance, it will be ordered by FTS/Hofftrans for account of customer.

#### Bad Weather Clause

In case the pilotservice of Rotterdam is discontinued, due to bad weater ( such as fog or storm), the excess of demurrage hours will be charged for 50%.

#### Gasoil Clause

In case of extreme differences in the price of gasoil, FTS/Hofftrans withhold the right for compensation to the freight payable under the contract. For each nett price increase with € 50 (baseprice € 200 per cubic metre) the transport price will be increased with € 0,05 per Metric Ton.