



ESO  
Inland Barging  
TERMS & CHARTERPARTY

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## **VOYAGE CHARTERPARTY**

Date \_\_\_\_\_

### **PREAMBLE**

***It is this day agreed between***

of

("Owners") being operators/owners/disponent owners of the Barge (delete as applicable) called \_\_\_\_\_  
("Barge")

and (name of Charterers)

of

\_\_\_\_\_  
(Charterers' registered address)

("Charterers") that the service for which provision is herein made shall be subject to the terms and conditions of this Charter which comprises this PREAMBLE, PART 1 and PART 2, together with the EBIS Report.

***Unless the context otherwise requires, words denoting the singular include the plural and vice versa.***

***In the event of any conflict between the provisions of PART 1 and PART 2 of this Charter, the provisions of PART 1 shall prevail.***

***In the event of any conflict between the provisions of PART 1 or PART 2 of this Charter and any provisions in the Questionnaire, the provisions of PART 1 or PART 2 of this Charter shall prevail.***

**PART 1****NOMINATION FORM**

- A. Name of Barge (including registration number)**
- B. Barge Deadweight**
- C. Hull Type**
- D. Previous 3 (three) cargoes**
- E. Cargo Quantity**
- F. Cargo Description** - which may be of any designation under the European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways (“ADN”) associated with such grade or description.
- G. Loading Port(s)/Range(s) at Charterers’ option**
- H. Discharge Port(s)/Range(s) at Charterers’ option**
- I. ADA**
- J. Freight Rate**
- K. Nomination notice period**
- L. Laytime**
- M. Demurrage rate; loaded quantity/DWT (delete as applicable)**
- N. Owners’ Full Name, Address and VAT number**
- O. Owners’ Payment Details**
- P. Legal Owner of the Barge (if different)**
- Q. Additional Agreements**

## **PART 2**

### **1. CONTRACT**

The following in particular shall be agreed separately between Owners and Charterers:

- The freight rate
- Demurrage rate
- The volumes and goods to be transported
- The transport routes, loading and discharging terminals
- The date or period of time when the transportation is to take place.
- The laytime allowance (see clause 15).

### **2. EXCEPTIONS**

2.1 The terms of CMNI, the Budapest Convention on the Contract for Carriage of Goods by Inland Waterways adopted by the Diplomatic Conference on June 22nd of 2001, shall apply to contracts of carriage by barge agreed under the terms of this charter party.

2.2 The terms of CDNI Part B, the Convention on the collection, deposit and reception of cargo-related waste, generated during navigation on the Rhine and other Inland Water ways, shall apply to contracts of carriage by barge agreed under the terms of this charter party.

2.3 Unless expressly provided otherwise in this Charter, neither Charterers nor Owners shall be responsible for any loss, damage, cost, expense, delay or failure in performance arising or resulting from act of God, natural events (such as storms, cyclones, earthquakes, tidal waves, floods, lightning), explosions, fires, destruction of pipelines and any other kind of installation, war (whether declared or not), civil war, civil commotions, riots and revolutions, hostilities, acts of piracy, acts of sabotage, lawful detention of the Barge, quarantine restrictions, threatened or actual boycotts or lock-outs.

### **3. DOCUMENTATION**

3.1 Owners shall ensure that all documents and certificates specified by ADN (listed in ADN 8.1.2) are fully completed, signed, valid and on-board the Barge before the beginning of the voyage. Charterers will provide Owners with the transport document for ADN and CDNI purposes. This document is to replace / supersede any other transport document that Owners may receive from Load Terminals / Refineries.

Whenever a transport document has to be issued by the owner, the charterer should provide in written all information in order to be able to issue the document. The owner is never responsible for the content of the transport document.

Any costs and delays arising from Owner's failure to ensure the validity and presence of such documentation on-board the Barge shall be for Owners account, unless the charterer fails to provide the necessary info to establish the document.

3.2 Immediately after any loading procedure has been completed and irrespective of any activities carried out by an inspector who may have been commissioned, Owners shall carry out an internal survey of the Barge to ascertain the volume of the cargo on the basis of official and current valid tank volume charts. If that volume, when measured at the same temperature, should deviate from the volume ascertained by the loading terminal by more than tolerance agreed between Owners and Charterers, and the loading terminal is not prepared to correct the volume they assert, the Master of the Barge may only sign the loading document with the remark "under protest" and also issue a letter of protest. Owners shall notify Charterers accordingly. The agreement of tolerance made between Charterers and Owners in accordance with this sub clause 3.2 will be accepted by both Charterers and Owners.

3.3 Owners shall ensure the Master maintains a cargo journal in which tank volumes with and without cargo are documented and kept on board in a secure format. Verifiable evidence of this must be available for inspection at any time. Owners shall ensure that without exception, all bunker receipts for the last 3 months are also available on board for inspection at any time.

3.4 The Loading document and other cargo documents required by Charterers shall be issued by the loading terminal and signed by the Master. With his/her signature the Master accepts the data contained in the Loading Document as binding in so far as he/she is capable of verifying the correctness of the same. The checklists required by Charterers shall be made available by the Owners. The Barge shall not leave the loading or discharge location until the required documents have been received on board unless Charterers provide instructions to the contrary. In this case all costs and risks are for the charterers account.

#### **4. CANCELLATION**

4.1 Time shall be of the essence in relation to the arrival of the Barge at the first loading port under this Charter. Owners undertake to advise Charterers promptly if at any time Owners or the Master have reason to believe that the Barge may not arrive at the first loading port by the Agreed Date of Arrival.

4.2 If the barge is not ready to load 12 hours after the Agreed Date of Arrival, charterers shall have the option of cancelling this Charter. Unless charterers, within 3 working hours after the delay notice from Owners, cancel this fixture, the fixture shall be amended such that the new ETA shall be the new ADA.

4.3 If Owners upon Charterers request fail to advise the ETA of the Barge as per Clause 8 (Estimated Time of Arrival), Charterers shall have the option of cancelling this Charter, which option shall be exercisable within twelve (12) hours of the ADA.

4.4 In the event that Charterers cancel a voyage for any other reason Charterers and Owners shall use all reasonable endeavours to mitigate Owners loss of freight. Unless specifically agreed otherwise between Charterers and Owners, in the event that Charterers and Owners are not able to mitigate Owners' loss of freight, Charterers

shall compensate Owners by making payment depending when cancellation notice was given, as follows:

- Greater than the nomination notice period required by clause 5 (Nomination clause) and stated in Section K of Part 1 prior to arrival at Load port -----33%,
- Less than the nomination notice period required by clause 5 (Nomination clause) Section K of Part 1 but 24 hrs prior to ADA ----- 50%,
- All other cancellations -----100%,

unless Charterers provide a new acceptable voyage at market conditions at the time of the original booking for the Barge with the same laycan.

4.5 Where the Barge is chartered with multiple load and/or discharge port options, the freight rate to calculate the cancellation charges will be based on the declared voyage already advised by Charterers. If the voyage had not already been agreed, the average of the potential voyages agreed freight rate will apply to calculate the cancellation charges.

## 5. NOMINATION

5.1 Once the Specific Charter Conditions have been agreed upon, the nominations for each voyage shall be confirmed by Owner to Charterer in writing using the Nomination Form in Part 1 and according to the following practice:

5.1.1 Nominations will be announced by Owner to Charterer Monday to Friday.

5.1.2 Each barge which is to load the cargo hereunder shall be nominated in writing to the charterer.

5.1.3 Owners have the option to nominate on a 48 working hours-day. Any change herein is to be agreed during negotiations and clearly stated on the Nomination form in Section K of Part 1.

5.2 The nomination shall be sent by the owner no later than as specified in Section K of Part 1 prior to the ADA (Agreed Date of Arrival) at the first Loading Terminal; such period to exclude any non-Working Days.

5.2.1 Nominations sent:

- (a) after 1500 hours CET Monday to Thursday;
- (b) after 1400 hours CET time on Fridays;
- (c) after 1400 hours CET time on a day preceding a day which is not a Working Day; or
- (d) on a non-Working Day;  
shall be deemed to have been received at 0900 hours CET time on the following Working Day;

- (e) Before 0900 hours CET time on a Working Day shall be deemed to have been received at 0900 hours CET time on the same Working Day.

5.2.2 Any nomination which does not respect the above timing will be considered as a "short notice nomination".

5.2.3 "A short nomination shall be sent by Owner to Charterer clearly mentioning the words "short notice nomination". Every so said "short notice nomination" shall be treated as a valid short nomination in demurrage calculations, unless Charterer refuses in writing the said nomination to the Owner within 1 hour after sending of the nomination. After this timing, all demurrage rights under "short notice nomination rules" will be in full force."

5.3 The nomination shall include all items reference in Part 1.

5.4. Nominations sent by email shall not be effective unless the nomination clearly shows the time and date of the email transmission. The parties may agree any other form of communication such as other electronic means.

5.5 All nominations are subject to the approval of Charterer. A notification that email from the Owner has been delivered only means the nomination has been successfully received, subject to Charterer's approval. Approval by Charterer shall not be withheld without clear argumentation, the Owner will be informed properly.

5.6 "T.B.N. barge nominations" or nominations for two (2) or more ADAs will not be accepted.

5.7 Up on nomination and after receiving the ADN product information, Owner undertakes and warrants that the proposed barge is suitable for carrying the Product, i.e. that the barge is authorized under ADN rules to transport the cargo type to which the Product belongs. It is the Charterer's obligation to provide this ADN product information to the Owners, which contains at least the UN number, Hazard Class, Product Group and Proper Shipping Name of the Product in question, so as to be able to verify the exact specifications of the Product. Charterer is aware that loading operations can't start without having received the mentioned ADN product information. All lost time, as a result of Charterer not being able to provide the ADN product information as stated in this clause, will be counted as used laytime, and/or demurrage, if on demurrage.

5.8 Any change(s) to a nomination shall be considered as a withdrawal of the earlier nomination. Such changed nomination shall be treated as a completely new nomination with nomination times applying as stated above, unless otherwise agreed between both parties.

5.9 Whenever a nominated barge fails the vetting procedure of the Charterer, the Owner will do his best endeavour to propose as soon as possible an alternative barge,



thereby respecting all the provisions of the present article. The Charterer will use best endeavours to provide Owners with the reason for the failure.

5.10 Any nomination of an alternative barge shall be considered as a new nomination, unless otherwise agreed and provided the charterer informed the owner about the non-acceptance outside the nomination notice period required by clause 5 (Nomination clause) Section K of Part 1

## **6. COMPLIANCE WITH CHARTERERS' VOYAGE ORDERS**

6.1 Subject to the provisions of this Charter the Barge shall proceed to the loading port (the term "port" shall include any port, terminal, berth, dock, loading or discharging anchorage, alongside Barges or lighters, or any other place whatsoever as the context requires) stated in Section G of PART 1, or to such other port (always within the Ranges stated in Section G of PART 1) as is separately or subsequently identified in Charterers' Voyage Orders (which term shall mean any written instruction issued by Charterers in respect of the Barge at any time during the period of this Charter, including any amendments, corrections or revisions thereto), or so near thereto as she may safely reach and at Owners expense there load the cargo stated in Sections E and F of PART 1 subject to any clarification of cargo loading instructions as may be provided in Charterers' Voyage Orders. In the event that Charterers issue revised discharge orders and the Barge must deviate from the previous contractual voyage reasonable compensation shall be mutually agreed between Owners and Charterers.

6.2 Owners undertake that the Barge is able to load, carry and discharge the quantities, grades and segregations of cargo stated in Sections E and F of PART 1. Loading on top of Slops or Waste Oil shall not be permitted without Charterers' prior agreement in writing.

6.3 Owners shall determine the loading volume taking into account water level, authority requirements and the Barge's equipment, and shall advise Charterers immediately if the quantity of cargo nominated in Charterers' Voyage Orders exceeds the Barge's loading volume, taking into account the tolerance as stated on the voyage order. The cargo loaded on board the Barge shall not exceed the quantity which she can reasonably stow and carry over and above her equipment and provisions and shall in any case not exceed the quantity permitted by the Barge's classification society or any modification or amendment as may be applicable to the voyage to be performed hereunder.

6.4 Owners undertake that the Barge shall, upon completion of loading the cargo, proceed with all reasonable despatch to the discharge port stated in Section H of PART 1, or to such other port or location permitted under this Charter, in accordance with Charterers' Voyage Orders, or so near thereto as she may safely reach, and deliver the cargo in consideration of the payment of freight and demurrage as provided in Clause 15 and 17 (Demurrage & Freight clauses).

## **7. LOADING AND DISCHARGE PORT/SHIFTING**

7.1 The Barge shall be loaded and discharged at any port in accordance with Charterers' Voyage Orders. Before instructing Owners to direct the Barge to any port, Owners shall exercise best due diligence, to ascertain that the Barge can always lie safely afloat at any port or terminal within sections G and H of PART I. Owners shall immediately notify Charterers if any such port(s) is/are unsuitable.

7.2 Charterers shall have the option of instructing Owners to load the Barge at more than one berth at each loading port and to discharge at more than one berth at each discharge port. Unless otherwise agreed, shifting time between berths is for the Charterers' account.

7.3 The barge 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 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.

## **8. ESTIMATED TIME OF ARRIVAL**

8.1 From the date of the nomination of this Charter, the Owners shall send messages every calendar day (including weekends and bank holidays) by 9.30am CET by email or by any other means as required by Charterers to Charterers and to any other parties as required by Charterers (hereafter referred to collectively as the "ETA Notify Parties"), advising the current position, date and estimated time of the Barge's arrival ("ETA") thereafter daily load and/or discharge prospects.

8.2 Owners shall also advise the ETA Notify Parties by email of any variation of more than twelve (12) hours in estimated times of arrival at the loading and/or discharge ports.

## **9. EUROPEAN BARGE AWAITING ORDERS CLAUSE**

9.1 Where it is agreed to load in the Antwerp/Rotterdam/Amsterdam (ARA) range or Antwerp/Rotterdam/Amsterdam/Flushing/Ghent (ARAFG) range and loading orders are not given by 1600 hours CET on the last working day prior to the ADA for the barge to proceed to the loadport without delay, Owners and Charterers both agree to the following:

- a. Unless specifically ordered by Charterers to wait elsewhere the barge will proceed to one of the deviation points listed below depending on the last destination of barge and will wait at that deviation point until the loadport or further instructions are given by Charterers.
- b. On arrival at the deviation point Owners will ensure that the barges position is logged with AIS and proof of the date and time of arrival at this point will be provided by Owners AIS provider or other AIS provider as agreed.
- c. Owners will declare 'Theoretical Arrival' at each of the ports ARA or ARAFG based on the theoretical steaming distance from the deviation point to the

port as detailed below. 'Theoretical Arrival' means the arrival time of the barge at the loadport had there been no delay at the deviation point.

- d. For the purposes of laytime and demurrage time will start at the later of the following times:
  - (i). Theoretical Arrival time
  - (ii). 0001hrs ADA date
  - (iii). Expiry of nomination period
- e. If the Theoretical Arrival time falls after 2400hrs on ADA date, time will commence at Theoretical arrival plus 48 hours
- f. If the barge commences loading prior to the times stated in paragraphs d and e of this clause, time will start on commencement of loading.
- g. When loading terminal is declared by Charterer, Owners must ensure that the barge resumes ballast passage to loadport without delay. Time taken for the barge moving from the awaiting orders position to the loading port will not be added to or deducted from the laytime/demurrage calculation. The risk of delay on passage from waiting place to the loadport will be at Owners risk and if the voyage is longer or shorter in duration than the theoretical time this will not affect the laytime/demurrage calculation. Where the actual passage time exceeds the theoretical time by more than two hours, Owners must provide documented evidence for such delay such as delays due to locks. If Owners are unable to provide such evidence, the start of laytime will be adjusted by any delay of more than two hours.
- h. In the event the loading of the barge does not take place at all then this clause will not be effective.
- i. See the example at the end of this clause

## 9.2 Deviation Points/Waiting Places

See map for details of the following areas

- a) Amsterdam for barges coming in ballast from the Northern District (green area)
- b) Rotterdam for barges coming in ballast from the Central District (red area)
- c) Flushing or Antwerp for barges coming in ballast from the Southern District (yellow area)
- d) Tiel area for barges coming in ballast from the Rhine District (purple area)

## 9.3 Theoretical Arrival Times (TAT)

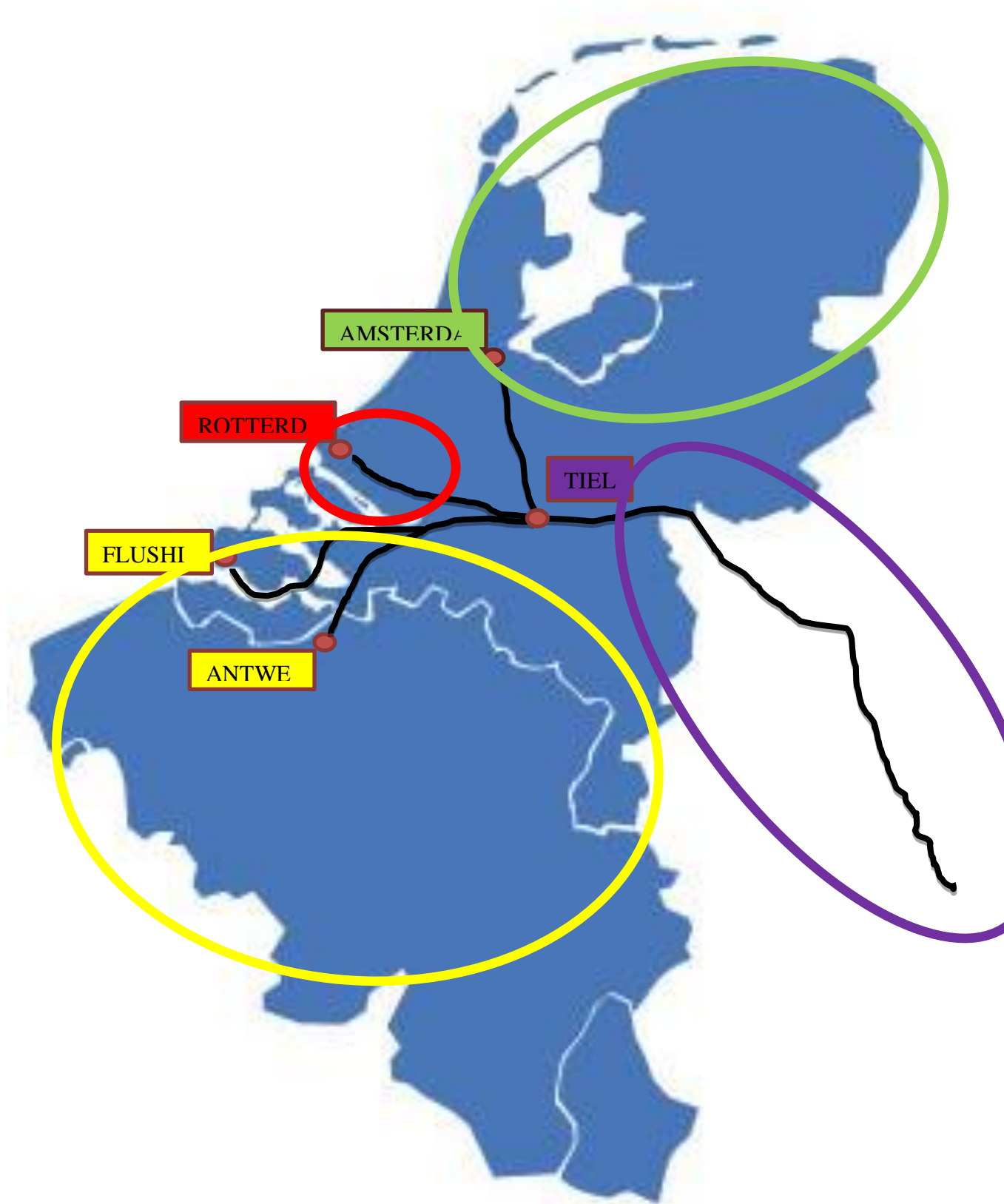
TAT will be calculated in accordance with the following table:

	Tiel	Amsterdam	Rotterdam	Antwerp	Flushing
Tiel	x	7	7	12	16
Amsterdam		x	9	16	18
Rotterdam			x	7	10

Antwerp				x	3
Flushing					x

Notes:

- a. Barges may await orders outside port limits where no harbour dues are applicable
- b. If a barge physically arrives at a loading installation after the agreed loading date due to the fact that this loading place was declared too late, the consequences are for Charterers account.
- c. Any renomination in this case, not to affect laytime.



### 9.3 Theoretical Arrival Time Example

Barge Arrives at Tiel 1600hrs 10<sup>th</sup> having discharged in the Rhine District. No loadport has been nominated but charterer has options for ARA.

Agreed loading date and ADA is 11<sup>th</sup> and Owners have nominated on time.

At 1500hrs 11<sup>th</sup> Charterers declare Loadport as Antwerp. The Theoretical Arrival Time at Antwerp is 0400hrs 11<sup>th</sup> – Laytime starts at 0400hrs 11<sup>th</sup>. Actual arrival time is 0300hrs 12<sup>th</sup>. The barge has missed the agreed loading date but only by reason of Charterer's late advice of loadport. Charterer bears the risk of late arrival in this instance. Sailing times in the above table are only approximate and actual arrival may be earlier or later than 0300hrs 12<sup>th</sup>.

If actual passage time from Tiel to Antwerp exceeds 14 hours (theoretical time plus 2 hours) and Owners are unable to document valid reasons for delay, the start of laytime will be adjusted accordingly. In this case if actual passage time was 18 hours start of laytime would be 0800hrs 11<sup>th</sup> (based on actual 18 hrs less theoretical time of 12 hours less 2 hours' tolerance = 4 hours added to laytime start of 0400hrs 11<sup>th</sup> above).

## **10. SEAWORTHINESS AND SAFETY**

10.1 All barges which are nominated by Owner have to be classed with the appropriate Classification Society and by the competent National Authority. All recommendations, requirements or restrictions of said Classification Society and National Authority have to be complied with.

10.2 Charterer reserves the right to reject the nomination of any barge at any time if local authorities deem said barge to be non-compliant with these regulations.

10.3 Unless otherwise authorised by Charterer, Owner agrees that all barges proposed for the execution of the transport services for Charterer will only be accepted upon inspection in accordance with the EBIS programme and upon satisfaction of the standards of acceptance developed by Charterer for internal use.

The reasons for the rejection of the nominated barge has to be given so that the barge owner can remedy any perceived faults with the barge. A nominated barge should not be unreasonably rejected.

10.4 The fact that Charterer has accepted a barge offered by Owner shall not affect the Owner's liability in case of a breach of any of the other provisions of the Charterparty.

10.5 Owner undertakes that all barges are regularly checked for rust and sludge deposits and that such deposits are properly disposed of.

10.6 Before the start of the loading operations, Owner (and, if applicable, his subcontractor) will make sure that the cargo tanks, pipelines, hoses and pumps are empty by means of efficient stripping and are suitable for the Product as agreed upon fixing with charterers requirement. Any associated costs and delays will not be for

Charterer's account. Special cleaning needs to be agreed upfront upon fixing between Charterer and Owner."

10.7 Before start of the loading procedure, an inspector designated by Charterer, may inspect cargo tanks, pipelines, hoses and pumps. Acceptance for loading by Charterer means that barge is suitable for loading.

10.8 Owner is aware that contamination of the Product with water can lead to bacteria and fungi, and therefore Owner shall take extra care when cleaning the pipelines, pumps and tanks of the barge. Water and cleaner residues must be removed completely.

Owner will also make sure that the products stored in the bunker tanks shall at all times comply with applicable laws, rules and regulations.

10.9 Owner shall maintain such conditions as mentioned above as from the nomination and throughout the duration of the transport services until the product has been delivered and shall use the utmost care in the loading, stowage, custody and delivery of the cargo so as to avoid any losses of the Products and so as to assure the quality of the Product.

10.10 Failure to comply with any of the above may cause the refusal of the shore installation to start or to continue the loading or discharging operations and Owner shall hold Charterer harmless and defend Charterer against any and all claim which would be made against Charterer in this respect.

10.11 Owner shall ensure that all documents and certificates specified by ADN (listed in ADN 8.1.2) are fully completed, signed, valid and on-board the barge before the beginning of the transport.

## **11. CLEANLINESS AND CARGO OPERATIONS**

### **11.1 Cleanliness of Tanks, Pipes and Pumps**

Owner warrants the tanks, pipes and pumps of the Barge are suitable for the cargo and are efficient stripped as per CDNI regulations. If inspection of the tanks is required, Owner shall gas free the tanks as necessary at Charterers expense. Any time used for tank inspection and any re-inerting of the Barge shall count as laytime or, if the Barge is on demurrage, as time on demurrage.

If the Barge's tanks are rejected, time used for de-inerting, cleaning and gas freeing shall not count as laytime, or, if Barge is on demurrage, as time on demurrage, and thereafter laytime or time on demurrage shall not commence or recommence, as the case may be, until the tanks have been re-inspected, approved by Charterer's representative, and re-inerted.

Charters are liable for cleaning and degassing costs, including sailing- and cleaning time as per CDNI regulations. In the event cleaning and/or degassing is out of the scope of the CDNI regulations and agreed separately either prior to loading or after completion of discharge, Charterers liability shall be limited to reimbursing Owners'

reasonable cleaning costs and time to be notified and approved by Charterers in advance. Cleaning costs arising from a contaminated loaded cargo will be for the Charterers' account. Sailing- and cleaning time including detours, as per CDNI regulations, will be invoiced by the Owners to the Charterer.

#### 11.2 Multiple Grades

Unless Charterer otherwise agrees in writing upon fixing, Owner warrants that where different grades of cargo are to be carried, they shall be kept in complete segregation from each other during loading, transit, and discharging.

#### 11.3 Cargo Transfer

Charterers shall have the option of transferring the whole or part of the cargo (which shall include topping-off and lightening) to or from any other barge/vessel including, but not limited to, an ocean-going barge/vessel, and/or lighter (the "Transfer barge/vessel"). After agreement of the Owners, Charterers shall have the option of vapour balancing during any cargo transfer. In case these vapours are different from the transferred cargo, the Charterers are obliged to provide the ADN information to the Owners included but not limited to the UN number, Hazard Class, Product Group and Proper Shipping Name of the vapours which are returned to the barge. Charterer is aware that this information is obligatory to be able to verify the exact specifications of the Product. All lost time, due to charterer not being able to provide the above said ADN information, will be counted as used laytime and/or demurrage, if on demurrage. All transfers of cargo to or from Transfer Vessels shall be carried out by Owners in accordance with all applicable national, state or Terminal laws and regulations. Owners undertake that the Barge and its crew shall comply with such regulations.

Charterers shall provide and pay for all necessary equipment including suitable fenders, cargo hoses and surveyors. Charterers shall have the right, at their expense, to appoint supervisory personnel to attend on board the Barge, including a mooring master, to assist in such transfers of cargo.

#### 11.4 Commingling, blending, dyeing and additivisation

After agreement with Owner, Charterer shall have the option to commingle the cargo or blend the cargoes loaded on board, add dyes, or additives or carry out such other cargo operations as Charterer may request; provided such Cargo Operations are within the technical capability of the Barge and that the Master considers it safe to do so and it is carried out in accordance with terminal regulations and in accordance with local, national and international regulations, provided that it does not require a change to the UN number of the product. Such Cargo Operations shall be accomplished only while the Barge is alongside a berth or at an anchorage and as directed by Charterer or Charterer's representative(s).

Charterers warrant that any cargo to be commingled or blended on board, or any cargo into which dye or additives shall be introduced shall be stable and compatible and that no precipitation of solid deposits in cargo tanks, pipes, pumps, valves will occur. An inspector must be appointed by Charterer, on his account and liability, to check that work is carried out in accordance with the agreed procedures.



Barge must not conduct blending operations during loading unless specifically designed to do so or a specific risk assessment has been conducted and terminal approval and local authorities' approval obtained.

Charterer shall indemnify Owner for any loss, damage, delay, or expense which are a direct result of following Charterer's instructions.

Charterer shall indemnify Owner of all risks of the comingling operation and confirms that comingling falls under the Charterers' Production liability.

Any additional charges that result directly from Charterer exercising such Cargo Operations, including demurrage, port charges, extra agency fees, consumed bunkers at actual cost at the port or place where such bunkers were last taken, etc., and which are not included in the freight agreed under these Terms & Charter Party shall be for the account of the Charterer.

#### 11.5 Cargo Heating

If Charterers have requested a Barge to perform heating of the cargo, Owners warrant that the Barge is capable of receiving cargo at a Requested Temperature.

Charterers are obligated to provide Owners heating instructions. The Owner shall advise Charterers upon request of the temperature of such cargo in each of the Barge's tanks.

On request Owners shall advise estimated cost to maintain temperature for a day and the estimated cost to raise the temperature by 1degree C.

Charterers shall reimburse or pay extra rate to Owners for the cost of additional bunkers consumed to maintain or raise the temperature of the cargo as aforesaid. This has to be agreed upon fixing or conform heating instructions.

The price for the additional bunkers consumed shall be at the CBRB price of the day of loading.

### **12. NOTICE OF READINESS (NOR)**

Upon arrival of the Barge at each loading or discharge Terminal the Master shall tender NOR to the Terminal when the Barge is ready in all respects to carry out Charterers' orders in accordance with the provisions of this Charter.

### **13. LOADING AND DISCHARGING OF CARGO**

13.1 Prior to loading the Cargo, the Master will ascertain the actual ADN Designation of the cargo (including UN Number and proper shipping name, as well as the danger mentioned in ADN Chapter 3.2-Table C/column (5), package group and hazard class as applicable) as provided by the Loading terminal. If this differs from the ADN Designation stated in section E of PART 1, the Owner will verify that the Barge is authorised and certified in accordance with applicable laws to load, carry and discharge cargo with such ADN Designation. Should the Loading Terminal fail to

provide the required information or should ADN Designation of the cargo fall outside of the list of materials that Barge is certified to carry, the Master shall notify Charterers and stop loading operations until further notice from Charterers. In the event that the actual ADN Designation provided by the Loading Terminal differs from the declared ADN Designation, and the Barge is certified to carry the Cargo of the actual ADN Designation, then Owners shall notify Charterers immediately and continue loading operations provided it is compatible with the next cargo of the barge as per CDNI regulations.

13.2 Prior to loading the Cargo, the Master must check that the Terminal loading quantity is the same as that on the nomination, water level permitting and taking into account the quantity tolerance as per charterers voyage instructions. If there is a difference in loadable volume, Owners must notify Charterers and obtain their written confirmation of load quantity.

13.3 The Cargo shall be pumped into the Barge at the expense and risk of Charterers and pumped out of the Barge at the expense and risk of Owners, in each case only as far as the Barge's manifold.

13.4 The Barge crew shall safely assist the shore staff in connecting the loading or discharging hose/arm to the Barge manifold under the supervision and responsibility of shore staff. Barge crew shall carry out such operations in accordance with all applicable laws and regulations, including as applicable the provisions of ADN Part 7, as amended from time to time.

13.5 Owners undertake that the Barge shall load cargo at the maximum safe rate in accordance with local regulations and/or the recommendations set out in ISGINTT.

13.6 Owners undertake that the Barge shall discharge cargo at the maximum safe rate in accordance with the recommendations set out in ISGINTT, as amended from time to time, and in any event shall, in the case of cargoes of one or more segregated grades/parcels discharged concurrently or consecutively, maintain the discharge rates as stated in the ADN Checklist at the Barge's manifold throughout the discharge provided always that the cargo is capable of being received within such time or at such pressure. If restrictions are imposed by the Terminal during discharge, or if physical attributes of the Terminal restrict the discharge rate or pressure, Owners shall only be relieved of the aforesaid obligation for the period and to the extent such restrictions or attributes impede the discharge rate or pressure. The Terminal shall have the right to gauge discharge pressure at the Barge's manifold.

13.7 If the cargo cannot be delivered to the Barge or discharged by the barge at the rate agreed on the ADN Checklist, the Master shall present a Letter of Protest ("LOP") to a Terminal representative detailing any Terminal restrictions and/or deficiencies as soon as they are imposed and/or become apparent and shall use all reasonable endeavours to have the LOP signed by the Terminal representative.

#### **14. CLOSED CARGO OPERATIONS**

14.1 Owners undertake that the Barge complies with, and shall be operated for the duration of this Charter in accordance with, the recommendations regarding closed loading and closed discharging operations as set out in all applicable laws and regulations, including as applicable the provisions of ADN, as amended from time to time.

14.2 If the Barge has closed sampling equipment, such equipment shall during this Charter be used, when appropriate, in accordance with the requirements and recommendations set out in all applicable laws and regulations, including as applicable the provisions of ADN, as amended from time to time.

## **15. LAYTIME AND DEMURRAGE**

### **15.1 Laytime**

Charterers shall be allowed the number of hours per unit as laytime for loading and discharging and for any other purposes of Charterers in accordance with the provisions of this Charter.

Allowed loading and discharging times for Barges meeting the required pump capacity are as follows and based on actual loaded quantity:

- Up to 1100 tons of cargo = 24 hours
- Over 1100 and up to 1575 tonne of cargo = 26 hours
- Over 1576 and up to 2100 tonnes of cargo = 28 hours
- Over 2101 and up to 3150 tonnes of cargo = 34 hours
- Over 3151 and up to 4200 tonnes of cargo = 40 hours
- Over 4201 and up to 5250 tonnes of cargo = 46 hours
- Over 5251 and up to 6300 tonnes of cargo = 50 hours
- Over 6301 and up to 7350 tonnes of cargo = 54 hours

Over and above that, the times are extended by 4 hours per 1000 tonnes or part thereof.

### **15.2 Demurrage**

15.2.1 Demurrage will be incurred if the allowed Laytime agreed between the Charterer and barge Owner is exceeded.

15.2.2 Loading and discharging times shall be calculated separately. Partial hours shall not be rounded up to the next hour. Only actual time on laytime/demurrage will be calculated.

15.2.3 Demurrage rate will be agreed separately and specified in Section M of Part 1.

15.2.4 Time shall not count as laytime or demurrage when spent or lost:

- a) as a result of arrest or detention of the Barge, unless due to the fault of Charterers;

- b) as a result, whether directly or indirectly, of breakdown, defect, deficiency or inefficiency of, or any other cause whatsoever attributable to the Barge, Master, officers, crew, Owners or their servants or agents;
- c) Nothing in this clause shall be affected by the provisions of Clause 2.

15.3 Laytime or demurrage (if on demurrage) shall start running:

15.3.1 At first Loading Terminal – whether they operate 24 hrs or part-time

- a) if the Barge tenders valid NOR as per clause 12 before the ADA and:
  - (i) where the applicable Owner's Nomination Period has expired, upon the earlier of:
    - 0001 hours local time on the date of the agreed ADA; or
    - upon commencement of loading; or
  - (ii) where the Owner's Nomination Period has not expired, upon the earlier of:
    - the expiry of the Barge Owner's Nomination (but in any event never before 0001hours on the ADA) or
    - upon commencement of loading;
- b) if the Barge tenders valid NOR as per clause 12 on the ADA and:
  - (i) if the applicable Owner's Nomination Period has expired at the NOR time recorded on the Barge timesheet or, if no such NOR is recorded, the time of Barge arrival recorded on the timesheet; or
  - (ii) if the applicable Owner's Nomination Period has not expired, upon the earlier of:
    - the expiry of the applicable Barge Owner's Nomination Period, or
    - upon commencement of loading.
- c) if the Barge tenders a valid NOR as per clause 12 after 23:59 hours of the ADA, Laytime shall 48hrs after tendering NOR, or as from arrival on jetty, whichever is the earliest.

Charterer has the option to load prior to ADA. In the event Charterer agrees to load the Barge prior to commencement of the ADA, laytime will begin at commencement of loading.

15.3.2 At subsequent loading terminal(s), if applicable:

When the barge tenders valid NOR as per clause 12 as recorded on the Terminal timesheet or, if no such NOR is recorded, the time of Barge arrival recorded on the Terminal timesheet.

15.3.3 At discharge terminal:

When Barge tenders a valid NOR as per clause 12 as recorded on the Terminal timesheet or, if no such NOR is recorded, the time of Barge arrival recorded on the Terminal timesheet.

15.3.3.1 For discharge Terminals that do not operate on a 24-hour basis, if the Barge arrives at the Terminal when it is closed, and the Barge has already used more than 50% of the agreed laytime prior to arrival, time will count from arrival of the Barge at the Terminal provided that the Barge Owner can prove the arrival time using AIS data or other tracking device.

15.4 Laytime or demurrage (if on demurrage) shall end when the documents are on board, or when barge is released by the terminal, unless otherwise stipulated in CDNI. Additional inspection time counts as laytime or demurrage.

15.5 Notwithstanding anything to the contrary, if the Barge takes ballast water on board, this shall be at the expense and time of Owners unless agreed otherwise.

15.5 Push tow and Barge trains are deemed to form a unit, loading and discharge times shall be charged based on the sum of the cargo tons of the individual Barges in a Barge train.

15.6 The provisions of Clause 15.3 also apply in the event that between Charterer and Owner a pre-voyage cleaning, degassing and or inerting is agreed. In this case first Loading Terminal must be changed by Facility reception.

## **16. RIGHT TO INVOICE DEMURRAGE**

16.1 Charterers shall be discharged and released from all liability in respect of any invoice for demurrage which Owners may have under this Charter unless an invoice in writing has been received by Charterers no later than 1400 CET on the 25th calendar day from the date of discharge at the last terminal (which shall count as day one) except where the 25th calendar day is a non-working day, in which case the invoice must be received by Charterer no later than 1400 CET on the previous working day.

The demurrage invoice must be accompanied by the following documents in a legible format as agreed between Owners and Charterers:

- Laytime statement and demurrage calculation.
- Copy of the nomination including verifiable evidence of the relevant time and date of its transmission.
- Signed or stamped timesheets from the Loading Terminal and Discharge Terminal (or if it is not the terminals custom to provide signed timesheets, a timesheet emitted by the barge and signed or stamped by a terminal and Barge representative).

- Printout of AIS tracking or other internal tracking device for the duration of the Charter if required by the Awaiting Orders Clause.
- Copy of all Letters of Protest.

16.2 All invoices in respect of demurrage under this Charter shall be sent as requested by Charterers. Invoices sent by any other means or to an incorrect email address shall be deemed not to have been received. Demurrage invoices must be paid within 30 days of receipt.

If Charterer does not respond within 10 working days, demurrage invoice shall be deemed to be accepted.

16.3 The right to invoice for expenses other than demurrage, such as heating, cleaning, deviation, detention, purging, etc. ("non-demurrage invoice") must have been received by Charterers in writing no later than 1400 CET on the 45th calendar day from the date of completion of discharging at the last discharge terminal (which shall count as day one) except where the 45th calendar day is a non-Working Day, in which case the invoice must be received by Charterers no later than 1400 CET on the previous Working Day.

16.4 The non-demurrage invoice must be accompanied by the following documents in a legible format:

- Confirmation of agreement to costs.
- For heating claims a printout of the temperature log on a tank by tank basis for the duration of the voyage

Any invoice received after the 45th calendar day from the date of completion of discharging at the last discharge terminal shall be time-barred.

16.5 Owners shall not send hard copy documents, unless these are specifically requested.

## **17. FREIGHT**

17.1 Freight as per Section J of PART 1 shall, unless otherwise agreed between Owners and Charterers, be payable as per value date specified on the freight invoice, on the gross quantity loaded by the Barge as evidenced by the Loading Documents furnished or the nominated volume whichever is highest.

17.2 Unless specifically agreed by Charterers all voyage costs related to this Charter are for Owners account. Charterers shall not be liable for fuel, towing, pilotage, port charges or canal dues or other charges or expenses relating to loading and discharging, such costs being deemed to be included in the agreed freight.

17.3 Owners must send all freight invoices by the form of communication agreed with Charterers.

17.4 For avoidance of doubt once Charterers have paid freight, Owners shall release Charterers from any liabilities arising from missed payments between Owners and legal owners of the Barge (if different) or any Subcarrier. Owners will indemnify Charterers immediately upon request for any damages Charterers may incur as a result of such claims.

#### **18. EBIS COMPLIANCE**

18.1 Charterers shall require access to an EBIS report prior to agreement being reached between Owners and Charterers on the terms and conditions of this Charter. Owners shall immediately advise Charterers both of any changes therein which may have occurred prior to the commencement of this Charter and any changes that are made during the period of the Charter.

#### **19. BARGE/CARGO INSPECTIONS/BUNKER SURVEYS**

19.1 Charterers shall be entitled at their cost and expense to cause their representative (which term includes any independent surveyor appointed by Charterers) to carry out inspections of the Barge and/or observe cargo operations and/or ascertain the quantity and quality of the cargo, bunkers, water and residues on board. Such inspection to include taking of cargo samples at any loading and/or discharge port. Charterers representative may also conduct any of the aforementioned operations at or off any other port to which Charterers may require the Master to divert the Barge at any time after leaving any loading port. Charterers shall obtain the consent of the Owners of any cargo on board at the time before requiring the Barge to be diverted. All costs and consequences resulting from diverting for Charterers account.

Charterers' representative shall be entitled to survey, and take samples from, any or all of the Barge's cargo tanks, bunker fuel tanks and non-cargo spaces at any place referred to above.

#### **20. CDNI / WASTE MANAGEMENT TREATY**

20.1 For the purposes of the CDNI regulations, Charterers shall have no obligation to clean the barge tanks prior to loading pursuant to Article 7.04 of the CDNI unless expressly agreed by Charterers in writing in Charterers' acceptance of the relevant Barge nomination.

20.2 Charterers and Owners must comply with their 'rights and obligations' as provided in the CDNI Part B.

20.3 If after Charterers inform Owners of load port, Owners do not advise Charterers with 6 hours, that a Gas Free Certificate is required from a gas Doctor, then all cost as a result of no Gas Free Certificate is for Owners account.

#### **21. ICE, LOW AND HIGH WATER CLAUSE**

21.1 If prior to loading inland navigation is prohibited, or expected to be prohibited, by official order on account of ice (ice ban) or low/high water (low/high-water ban), Charterers and Owners shall have the option of cancelling this Charter within two (2) hours of receipt of the official order.

Whenever a charterer chose to keep the voyage, used laytime and/or demurrage, due to the prohibition on account of ice or low/high water, shall count as used laytime or demurrage, if on demurrage.

21.2 If after beginning a voyage under load, inland navigation is prohibited by official order on account of ice (ice ban) or low/high water (low/high-water ban) and as a consequence the loaded Barge is obliged to suspend navigation, then time should count as 50% laytime or demurrage, if on demurrage.

21.3 If prior to loading, water level reduces such that the nominated quantity in Section E of PART1 cannot be loaded, Charterers shall have the option of cancelling this charter as per clause 4 (Cancellation clause).

## **22. GENERAL AVERAGE**

General Average shall be adjusted and settled in accordance with the General Average rules IVR 2006. The pro rata contribution shall be assessed at the place and by the authority which the Owner shall designate for this purpose and in accordance with applicable law.

## **23. P&I OIL POLLUTION INSURANCE AND HULL MACHINERY INSURANCE**

23.1 Owners warrant that throughout this Charter the Barge shall have insurance fully covering P&I risks and standard oil pollution cover up to the level customarily offered by the International Group of P & I Clubs (currently a minimum of US\$1 billion), and Hull and Machinery insurance.

23.2 Owners shall provide evidence of insurance to Charterers, upon Charterers' request.

## **24. OIL POLLUTION PREVENTION**

24.1 Owners undertake that the Barge is entered in the P & I Club stated in the EBIS report as last completed by or on behalf of Owners and will so remain unless Owners have given Charterers prior written notice of their intention to change. Owners warrant however, that the Barge will only be entered in a P & I Club within the International Group of P & I Clubs.

24.2 In this clause 24, the terms "Oil", "Threat" and "Pollution Damage" shall have the same meaning as in the International Convention on Civil Liability for Oil Pollution Damage 1969 or any Protocol thereto. When an escape or discharge of Oil occurs from the Barge and causes or threatens to cause Pollution Damage, or when there is the Threat of an escape or discharge of Oil (i.e. a grave and imminent danger of the escape or discharge of Oil which, if it occurred, would create a serious danger of Pollution Damage, whether or not an escape or discharge in fact subsequently occurs), then upon notice to Owners or Master, Charterers shall have the right (but shall not be obliged) to place on board the Barge and/or have in attendance at the incident one or more Charterers' representatives to observe the measures being taken by Owners and/or national or local authorities or their respective servants, agents or contractors to prevent or minimise Pollution Damage and, in Charterers' absolute discretion, to



provide advice, equipment or manpower or undertake such other measures, at Charterers' risk and expense, as are permitted under applicable law and as Charterers believe are reasonably necessary to prevent or minimise such Pollution Damage or to remove the threat of an escape or discharge of Oil.

24.3 The provisions of this Clause shall be without prejudice to any other rights and/or duties of Charterers or Owners whether arising under this Charter or under applicable law or under any International Convention.

## **25. PRIVATE AND CONFIDENTIAL**

25.1 The Owners shall keep and shall procure that their employees, servants and agents shall keep confidential and not divulge or publish or consent to publication any data related to or arising out of this Charter, or of any other information given by Charterers to the Owners in connection with this Charter relating to the business of the Charterers or their affiliates, associates and customers unless it is already in the public domain or required to be disclosed by law or was already lawfully in their possession of that information.

## **26. SUB-LETTING**

Charterers and Owners may sub-let the Barge without prejudice to the respective rights and obligations of either party under this Charter.

## **27. ADMINISTRATION**

27.1 Unless otherwise specifically requested by either Owners or Charterers, no formal charter party shall be prepared and signed. The terms and conditions of this Charter shall be evidenced by a recap email ("Barge Nomination Email") issued by Owners to Charterers.

27.2 If either party requires a formal charterparty to be prepared and signed then Owners shall prepare a charterparty in the format of this Charter, as modified by the Barge Nomination Email, and bearing the same date as the Barge Nomination and shall arrange for signature thereof by both Owners and Charterers.

## **28. LAW AND JURISDICTION**

28.1 The construction, validity and performance of this Charterparty shall be governed by the applicable law of the country where the Owner has his Registered Office.

Any dispute arising out of or in connection with this Agreement shall be definitely settled before the courts of the Owners' choice,

or,

by mutual agreement of the parties, any dispute arising out of or in relation with this Agreement, can be finally settled under the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with those rules.

If so, the seat of arbitration shall be Antwerp.

The arbitration shall be conducted in the English language.

28.2 General conditions of Shipment and transport issued by the individual Parties to the contract shall be inapplicable, unless otherwise agreed.

***In Witness Whereof*** the parties have caused this Charter to be executed as of the date first above written

.....  
for and on behalf of OWNERS

.....  
for and on behalf of CHARTERERS

## 29. DEFINITIONS

In the Agreement (as hereinafter defined) unless the context otherwise requires:

In the present General Charter Conditions:

**ADN** shall mean the latest applicable European Agreement on International Carriage of Dangerous Goods by Inland Waterway Navigation.

**AIS TRANSMISSION EQUIPMENT** shall mean an Automatic Identification System transponder capable of automatically providing positional information about the barge to other barges and coastal authorities. The AIS transmission equipment shall in particular provide information about the barge's identity, its position, course, speed, navigational status and other safety-related information.

**ADA** shall mean the Agreed Date of Arrival at the first loadport of the voyage or at the agreed deviation point. For the purposes of, but not limited to, calculating demurrage, ADA is binding.

**ADP** shall mean the agreed deviation point

**ARRIVAL TIME** is the date and time the Barge tenders NOR or otherwise notifies that she is arrived, and in all respects ready to load or discharge at the agreed loading and discharging terminal(s) respectively as recorded on the Terminal(s) timesheet(s) or as per UAB announcement.

**BARGE** shall mean a self-propelled vessel or towed/pushed dumb craft in port areas and sheltered waterways which is not classified as a seagoing vessel.

**CDNI** shall mean the latest applicable Convention on the Collection, Deposit and Reception of Waste produced during Navigation on the Rhine and Inland Waterways.

**CET** shall mean Central European Time

**CHARTERER** shall mean the party who entered into a contract of carriage with the Owner, for the carriage of goods by barge.

**CMNI** shall mean the Budapest Convention on the Contract for Carriage of Goods by Inland Waterways adopted by the Diplomatic Conference on June 22nd of 2001.

**DEMURRAGE** is the amount due for the use of the vessel, incurred when the Barge exceeds the agreed lay time allowance as agreed in the Contract of Carriage.

**DWT** shall mean Dead Weight Tonnage. This is a measure of how much weight a barge can safely carry according to the ship's certificate including stores and bunkers.

**EBIS** shall mean the European Barge Inspection Scheme.

**EFFICIENTLY STRIPPED** means stripped as per CDNI regulation.

**ETA** Shall mean the estimated time and date of arrival of barges at each terminal of call as described in clause “Estimated time of Arrival”.

**GAS FREE:** A tank, compartment or container is gas free when sufficient oxygen has been introduced into it to lower the level of any flammable, toxic or inert gas to less than 10 % so that it is possible to load without connection to a vapour return line. However, where the charterer requests “gas free” for inspection of the tanks, this means fully gas free to allow for safe inspection.

**GAS FREE CERTIFICATE:** A certificate issued by an authorised Responsible Person confirming that, at the time of testing, a tank, compartment or container was gas free for a specific purpose.

**GENERAL AVERAGE** shall mean sacrifices and expenditure reasonably made and/or incurred, in extraordinary circumstances, for the purpose of saving a barge and its cargo from a common peril.

**HEATING INSTRUCTIONS** will include the temperature of the receiving cargo, the maintaining temperature during the voyage and the required discharging temperature of the cargo in the different tanks, the maximum and minimum temperature requested at all times and any other necessary specified requests. Upon nomination, Charterers will provide the heating instructions in writing to the Owners. All lost time, due to charterer not being able to provide detailed heating instructions, will be counted as used laytime and/or demurrage, if on demurrage.

**ISGINTT** shall mean the International Safety Guide for Inland Navigation Tank-barges and Terminals.

**IVR** shall mean International Association for the representation of the mutual interests of the inland shipping and the insurance and for keeping the register of inland vessels in Europe.

**LAYTIME** shall mean the time allowed to the Charterer to load and discharge the cargo at the load port(s) and discharge port(s) respectively, without charge, as agreed in the Contract of Carriage. In the event that between Charterer and Owner a pre-voyage cleaning, degassing and or inerting is agreed, the provisions of Clause 15.3 also apply. In this case first Loading Terminal must be changed by Facility reception.

**LOADING DOCUMENT** shall mean any document, such as a receipt, delivery note or transport document issued according to Approved Industry Practice and in compliance to ADN to evidence the date/time, quantity, and other details of receipt or delivery under this Charterparty.

**MARPOL** shall mean the International Convention for the Prevention of Pollution from Ships, as amended from time to time.

**MSDS.** The material safety data sheet is a document identifying a substance and all its constituents. It provides the recipient with all necessary information to manage the substance safely. The format and content of an MSDS for MARPOL Annex I cargoes and Marine Fuel Oils are prescribed in IMO Resolution MSC.150 (77).

**NOMINATION** shall mean a written confirmation from barge owner to charterer confirming the performing barge for the requested voyage complete with all technical & commercial information as per Part 1

**NOMINATION NOTICE PERIOD** refers to the minimum notice period required between the ADA and receipt of Nomination by Charterers as required by Clause 5 and stated in Section K of Part 1

**“48 working-day hours” is interpreted as per the examples below:**

Nominations received on Monday at 09:00 will be effective on Wednesday at 09:00

Nominations received on Tuesday at 09:00 will be effective on Thursday at 09:00

Nominations received on Wednesday at 09:00 will be effective on Friday at 09:00

Nominations received on Thursday at 09:00 will be effective on Monday at 09:00

Nominations received on Friday at 09:00 will be effective on Tuesday at 09:00

**NOR** shall mean a valid notice of readiness to load or discharge, as the case may be, as given by the master of the Barge to the Terminal. The NOR may be tendered at all times.

**OWNERS** – in this document refers to the party contracting with the Charterer, being operator/legal owners/disponent owners of the barge.

**P&I CLUB** (Protection and Indemnity Club) shall mean a mutual insurance association which provides insurance to Owners and Charterers against third party liabilities relating to the use and operation of commercial Barges including pollution or damage to the barge by the product carried.

**PORT** shall mean any terminal, berth, dock loading or discharging anchorage, alongside barge or lighters or any other place whatsoever as the context requires, where a barge can berth or dock.

**PRODUCT** shall mean wholly or partially refined petroleum product or biofuel of the grade specified in the Special Provisions (Including, where applicable, LPG).

**SHORT NOTICE NOMINATION** shall mean any nomination which doesn't correspond with a nomination as described under clause 5.2.1.

**SLOPS** shall mean a mixture of cargo residues and washing water, rust or sludge, which is either suitable or not suitable for pumping.

**TAT** shall mean Theoretical Arrival Times.

**T.B.N** shall mean “To Be Nominated”.

**TERMINAL:** A place where barges are berthed or moored for the purpose of loading or discharging petroleum cargo.

**TERMINAL REPRESENTATIVE:** A person designated by the terminal to take responsibility for an operation of duty.

**TIME SHEET** is a document recording all the relevant times of events from the arrival to departure of the barge at the loading or discharging terminal. This document should be signed by the terminal and the barge owner should issue a letter of protest if it isn't. Electronic signatures are acceptable. (LEAP's time sheet is an example which can be recommended).

**TRANSPORT DOCUMENT** shall mean any document issued between product owner (or his representative) and Charterer (or his representative) which contains information for each dangerous product being carried, details on the consignor and the consignee, and fulfils all requirements of ADN 5.4.1.1.

**VAT** shall mean Value Added Tax.

**WORKING DAY** shall mean a day on which the office of the Owners, sending a relevant communication, is ordinarily open for business.

**WORKING HOURS** shall mean from 09.00 CET until 17.00 CET.