Already incorporated to the 2021 version of the contract.

ANEC CCE-001/2021

Contractual Appendix for ANEC 42

Effective from 01st March 2021

The following clauses are amended on the 01st of July 2020 versions of ANEC contracts and are incorporated to them according to their clause 20.1.

This Appendix is valid as from the date of its publication.

Clause 1 (quantity):

- Replace: "Approximate Quantity" by "Nominated Quantity"
- Replace: "quantity declared" by "nominated quantity"
- Delete: "master"
- The wording shall be as follows:

*"1.QUANTITY:.....(.....) metric tons of 1,000 kilograms each, with tolerance of .....% (.....percent) more or less at contract *price/*premium at Buyer's option.* ***Nominated quantity*** *to be declared by* ***Buyer*** *to Seller in writing on vessel's nomination. Seller will have obligation to supply up to 5% more or less of* ***nominated quantity****, limited to Contractual tolerance. Shipment per one vessel. The Seller bears all costs, risks of loss and damage to the goods until they have passed ship's rail at the port of shipment when all costs, risks of loss and damage to the goods are immediately transferred to the Buyer."*

Clause 8 (nomination of vessel):

- Replace: "estimated cargo intake" by "Nominated Quantity"
- The wording shall be as follows:

"8. NOMINATION OF VESSEL: Buyer shall give written nomination of vessel to Seller with a minimum 15-day pre-advice. The vessel nomination shall state vessel's ETA Date, ***nominated quantity****, IMO number, flag, age, ownership, and detention rate (if clause 11.1 is opted) or despatch/demurrage rates (if clause 11.2 is opted).*
Seller has the right to reject nomination of a vessel whenever any or all the requirements and/or information above are not fulfilled.
Such rejection shall be notified to the Buyer without delay.
The Seller shall not be obliged to commence loading before the Loading Obligation Date. The Loading Obligation Date shall be at 8:00am on the 16th day after the vessel nomination date or the first day of the Delivery Period, whichever is later, even if loading actually commences earlier.
Within at least 5 days prior to berthing of vessel at loading port, Buyer shall declare fumigation company acting on its behalf (if applicable) and the vessel's destination.
If last ETA date reported by Master or NOR, as the case may be, exceeds 10 days from ETA date informed at Nomination, the original loading obligation date shall, only one time, be extended by 10 days.
Nomination of vessel is irrevocable unless (i) Buyer can prove that vessel is unable to proceed to loading port due to an event out of Buyer's control, in which case a new vessel shall be nominated in accordance with this Contract or (ii) Seller agrees to the substitution or (iii) all the following conditions are fulfilled:
A*. The Buyer must give written notice of the substitution of the vessel to Seller. Such substitution shall fulfil all of the conditions for a vessel nomination and include all of the information required.*
B*. The ETA date of the substituting vessel must be no more than 5 days earlier or 5 days later than the last ETA date reported by Master of the substituted vessel.*
C*. If conditions set out in A. and B. are fulfilled, the Loading Obligation Date will remain the same, provided that the substitution is received by the shipper of the goods at the latest 3 business days prior to the new vessel's ETA date.*
D*. Maximum of 2 substitutions are allowed under this contract.*

In the event that any of the conditions for a substitution are not fulfilled, the Seller shall have the right to reject the substitution without delay. If, however, the Seller does not reject the substitution, the substitution shall be allowed but Seller has the right to consider it as a new vessel nomination and start counting a new Loading Obligation Date.

Already incorporated to the 2021 version of the contract.

Already incorporated to the 2021 version of the contract.

ANEC CCE-001/2021

Contractual Appendix for ANEC 42

Effective from 01st March 2021

Clause 11 (general loading conditions):

- Insert: "choice of fumigation company, its"
- Replace: "to this effect" by "for fumigation"
- The wording shall be as follows:

*"11. GENERAL LOADING CONDITIONS: Tankers excluded. Loading of either deep/wing/transversal/vertical tanks and/or tonnage wells/holds excluded. Captain and crew shall collaborate in all quay movements necessary to accommodate shore loading equipment in the respective holds/spaces. Buyer shall give nomination of vessel in accordance with loading port rules in force at time and place of shipment. (*specify as applicable)*

** 11.1 The lesser of: As fast as vessel can receive, or as fast as berth equipment can load. However, if vessel gave "NOR" in time and if not sufficient goods are available to start loading on the Loading Obligation Date or when free berth becomes available, whichever is later, or if continuous loading of vessel has to be interrupted due to lack of cargo, Seller shall pay the amount named as detention at the rate specified in the vessel nomination during periods when loading is delayed. If the load port is Paranagua, ANNEX 001 shall apply.*

Detention at the rate specified in the nomination, which shall never exceed charter party demurrage rate or daily hire, as the case may be, is construed in the nature of liquidated damages and, as such, no further damages shall be claimed and no further amounts shall be claimed, regardless of any effective detention claimed by and/or paid to the vessel.

or

** 11.2 Into the main holds only at the following average daily rates which are to apply on the total cargo:*

A) Self-trimming Bulk Carrier:.....: ..... metric tons

B) Non self-trimming Bulk Carrier:.....: ..... metric tons

C) Time to count per weather working day of 24 consecutive hours. Saturday afternoons, Sundays, and Federal and/or State and/or Municipal holidays excepted, even if used.

On Mondays and on days after a holiday, time to start/restart counting at 8:00am. Rain periods at anchorage while waiting for berth not to count as laytime unless vessel already on demurrage.

Seller shall not be responsible for any time lost due to act of God, strike, lockout, riots, civil commotion, labour stoppages at the port(s) of loading or elsewhere preventing the forwarding of the goods to such port(s), breakdown of machinery and/or winches, power failure, fire or any other cause of "force majeure".

D) Despatch/demurrage: Despatch to be half of the demurrage and to be earned on all working time saved. Despatch/demurrage rates to be indicated to Seller together with nomination of vessel as per Charter Party rates that shall be demonstrated by Buyers if requested.

E) Laytime to start counting at 8:00am on the next regular working day after NOR is considered effective as established in clause 10. In case vessel is declared unsuitable, laytime starts to count only at the moment vessel is declared suitable in all respects to receive cargo, regardless if NOR was re-tendered.

Laytime not to commence prior to Loading Obligation Date as set out in clause 8.

Once on demurrage always on demurrage, without time deductions until the end of shipment.

Shifting from roads to berth not to count as laytime even if on demurrage.

Whenever the vessel nominated is loaded at two berths, any shifting from first berth to second berth shall count as laytime.

Laytime shall finish upon completion of loading.

*F) If fumigation is required by the National Plant Protection Organization at the exporting country for one or more parcels, **choice of fumigation company, its** costs and laytime used for **fumigation**, if any, shall be on Sellers' account."*

Already incorporated to the 2021 version of the contract.