Already incorporated to the 2021 version of the contract.

ANEC CCE-004/2021

Contractual Appendix for ANEC 44

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"
- Delete: "declare fumigation company acting on its behalf (if applicable) and"
- Insert: "inform"
- 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 ***inform*** *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.