Already incorporated to the 2021 version of the contract.

ANEC CCE-005/2021

Contractual Appendix for ANEC 41

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 11 (general loading conditions):

- Insert: "choice of fumigation company, its" (F)
- Replace: "to this effect" by "for fumigation" (F)
- 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 by more than one Shipper per berth and/or more than one bulk commodity per berth and/or at more than one berth per port, the time attributed to each individual berth shall be prorated among all the Sellers/commodities loading at that berth. At second and/or further berths, laytime shall start to count from the time vessel is anchored at anchorage area or berthed, whichever is earlier. Laytime shall finish upon completion of loading.

If one or more shippers do not have the goods ready for loading at the berth, then prorated counting of laytime to stop from the moment all goods are loaded by shippers who had goods ready, and time to count separately for the remaining parcel/s.

If the vessel is not allowed to berth because goods are not ready for loading, faulty sellers will be jointly and exclusively responsible for whole Vessel's laytime costs from the moment of such failure until vessel is berthed.

***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, to be pro-rated among the respective Sellers."*

Already incorporated to the 2021 version of the contract.