

FOB conditions Tata Steel

CORUS STAAL B.V. IJMUIDEN GENERAL FOB- CONDITIONS OB 2004

These General FOB Conditions shall be incorporated in the Sales/Purchase agreement of steel products between Corus Staal B.V. IJmuiden (hereafter called Corus) and the buyers.

It is recommended that buyers incorporate these conditions into the Charter Party with the performing carrier.

Vessel:

- Vessel to be a single-decker, maximum 20 years old, suitable to carry steel products with bridge/engine aft, having clear holds, suitable for working with forklifts or any other mechanical equipment.

- Owners warrant that, for the duration of the Charter Party:

- Vessel is not subject to any U.N. Sanctions Vessel will be fully in Class
- Vessel will be fully P&I covered
- Vessel has adequate Hull and Machinery insurance
- Vessel will be manned in accordance with regulations (incl. STCW)
- Vessel has all valid compulsory certificates including but not limited to Loadline, MARPOL and SOLAS (incl. ISM) and Safety Construction Certificate
- When applicable, for trading to USA/Canada, vessel has valid COFR and OPEP
- Hold ladders are safe and in good condition
- Shippers have the right to survey the vessel before fixing
- Shippers stem confirmation is also subject to hold stowage plan
- Vessel will not change name, flag, classification society, ownership, management or P&I Club

- Vessel 's draft not to exceed 30'02" brackish water however shippers might arrange special permission for vessel's drawing up to maximum 36'01".

Such permission can only be obtained together with Corus' stem confirmation.

- On presentation on Notice of Readiness vessel 's holds and hatch covers, to be clean and dry and free of smell to Corus' satisfaction.

Tata Steel Nebam - Shipping Agency

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Nomination:

- Vessels nominated are always subject Corus' approval and stem confirmation.
- Buyers to nominate the performing vessel latest seven days before the agreed first lay day stating at the same time vessel's ETA IJmuiden together with the last port of call and the local ship's agents. Failing this, Corus reserves the right to adjust the lay days already agreed upon.

Notice of Arrival:

- Master or owners of the vessel to give respectively 96 and 48 hours approximate and 24 hours definite notice of vessel's load readiness at IJmuiden to Corus' agents. Failing this, time for loading to be increased with 24 hours.

Notice of Readiness and time counting:

- The cargo to be loaded at the average rate of ... Metric Tons per weather working day of 24 consecutive hours, Sundays and holidays excluded, unless used, in which case half such time actually used to count.

The loading rate is based upon minimum two workable hatches.

- Time to commence to count at 1 P.M. if written Notice of Readiness is given during office hours before noon and at 8 A.M. next working day if written Notice of Readiness is given during office hours after noon.
- At IJmuiden time between Saturday noon and 08.00 hours Monday or between 17.00 hours on a day preceding a legal or local holiday and 08.00 hours of the first ordinary working day thereafter, not to count, unless used, in which case half such time actually used to count. Also time actually used before lay time commences, half to count.
- Notice of Readiness can only be accepted during normal office hours provided vessel has arrived at the place, as ordered by Corus' agents, whether in berth or not. Provided the vessel is in all respects ready to load and provided the vessel has arrived as ordered by Corus' agents in the event that once alongside it appears that the vessel is not ready to load and/or in free pratique and/or can not be customs cleared, previous Notice of Readiness and lay time already counting shall be void and the master shall retender a fresh Notice of Readiness once all aforementioned obligations have been dealt with whereupon lay time shall start counting after eight hours, unless loading commenced sooner. Time used for steaming from anchorage to the final loading berth always to be considered as part of the voyage and never to count, even if on demurrage.
- Only if vessel has arrived at the place as ordered by Corus' agents, time lost owing to non-availability of the loading berth to count as lay time.
- Shifting time from place as ordered by Corus' agents to the actual loading berth not to count as lay time and cost for such shifting to be for buyer's account.
- Time lost by reason of all or any of the following causes shall not be computed in the loading time, viz. war, rebellion, tumults, civil commotions, insurrections, political disturbances, epidemics, quarantine, riots, strikes, lock-outs of lighter men, tugboat men or other hands essential to the working, carriage, delivery, shipment or discharge of the said cargo, whether partial or general, or accidents at supplier's work, at receiver's wharf, landslips, floods, intervention of sanitary customs and/or other constituted authorities, partial or total stoppage on rivers, canals or railways or any other cause beyond control of charterers, unless vessel is already on demurrage.

Demurrage/despatch:

- If vessel is longer detained than time agreed upon, a demurrage is due at a level, which is to be agreed upon latest on giving stem confirmation.
- If the vessel is sooner despatched than time agreed upon, despatch money at half demurrage rate is due on all working time saved.

Stowage:

- The cargo to be loaded and stowed free of expense to the buyers, at IJmuiden the cargo to be lashed and dunnaged as customary done by Corus' stevedores free of expense to the buyers, and additional dunnaging/lashing/securing required by vessel's master or their owners to be for buyer's account.
- For information purposes the customary stowage methods are enclosed in attachment nr. 1
- Buyers and/or owners must be well acquainted regarding the content of the "Stowage and Securing on Seagoing Vessels" as described in attachment nr. 1
- As hopper stowage is not COP IJmuiden (see attachment nr. 1), requirements regarding this way of stowage always need to be presented at nomination of the vessel together with the pre-stowage plan. Hopper stowage can be carried out only two tears high under the condition that the pre-stowage plan provides Corus' stevedores with sufficient bottom space.
- The stevedores although appointed and paid by Corus to be under direction and control of the master who will be responsible for proper stowage.
- Stevedore's damage to be settled directly between owners of the vessel and stevedores.

Corus Staal BV has the right to repair or to indemnify the owners for proved damages to the vessel in loading in IJmuiden, caused by their negligence or fault beyond ordinary wear and tear. Any claims of alleged damage have to be presented by the master of the vessel within 24 hours after having been ascertained and not later than the day of completion of loading/discharging and anyhow before vessel's departure, failing which neither Corus Staal BV nor charterers or shippers can be held responsible.

Otherwise stevedore's liability as per "General Conditions of the Scheepvaart en Industrie Vereniging Noordzeekanaalgebied (Shipping and Industry Association North Sea Canal Region) Stevedores Section".

Agents and dues:

- At IJmuiden the owners of the vessel to pay customary harbour dues.
- Corus to nominate their own stevedores at the port of IJmuiden.
- Messrs. NEBAM B.V. of IJmuiden, to act as vessel's agent at IJmuiden.
- Owners of the vessel to put Corus' agents into sufficient funds to cover the estimated disbursements at IJmuiden prior to vessel's arrival.