



BARGE GENERAL CHARTER CONDITIONS

FOR TRANSPORT BY BARGE OF

PETROLEUM AND PETROCHEMICAL PRODUCTS

**TOTAL-BGCC
2015 edition**

FOREWORD

These newly released Barge General Chartering Conditions 2015 are the common Chartering Conditions for TOTAL PETROCHEMICALS & REFINING SA/NV (TPR) and TOTSA TOTAL OIL TRADING SA (TOTSA).

A. FIELD OF APPLICATION

The present Barge General Charter Conditions (referred to as the “BGCC”) will be applicable to all transports of liquid petroleum products, petrochemical products and bio-components, such as but not limited to gasoline products, BOB, middle distillates including FAME and fuel oil products (hereafter together referred to as the “Products”).

These Products will be transported at the request of Charterer (as defined below), by river or estuary Barge, in bulk.

In addition to the present BGCC, a specific contract of affreightment or a specific time charter contract or a specific spot charter contract will be concluded between Charterer and Owner for each transport of Products. This specific contract of affreightment, time charter contract or spot charter contract will be hereafter referred to as the “Specific Charter Conditions”.

The transport services will be governed by the terms and conditions of both the Specific Charter Conditions and the present BGCC. Together the BGCC and the Specific Charter Conditions will form the Charter Contract (referred to as the “Charter Contract”).

In the event of conflict between the provisions of the Specific Charter Conditions and the present BGCC, priority shall be given in the following order:

- 1- The Specific Charter Conditions
- 2- The BGCC

The Parties agree that the Charter Contract constitutes the entire agreement by and between the Parties and in this respect shall prevail over and override any and all terms and conditions contained in invoices issued by the Owner and in any other documents issued by the Parties unless otherwise mutually agreed in writing between the Parties.

B. DEFINITIONS

In the present General Charter Conditions:

- **ADN** shall mean the latest applicable European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterway;
- **AIS emission 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 emission equipment shall in particular provide information about the Barge’s identity, its position, course, speed, navigational status and other safety-related information;

- **Barge** shall mean any floating unit other than a tanker or seagoing vessel dedicated to the transport of bulk liquids or gaseous products by inland waterway or coastal navigation;
- **BOB** shall mean Blendstock for Oxygenate Blending, a motor gasoline blending component intended for blending with oxygenates to produce finished motor gasoline;
- **CDNI** shall mean the latest applicable Convention on the Collection, Deposit and Reception of Waste produced during Navigation on the Rhine and Inland Waterways;
- **Charterer** shall mean the party that enters into the chartering agreement with the Owner;
- **CMNI** shall mean the Budapest Convention on the Contract for Carriage of Goods by Inland Waterways adopted by the Diplomatic Conference on June 22nd 2001;
- **Discharge Statement** shall mean the statement as per appendix 4 according to article 6.03 of CDNI.
- **DWT** shall mean Dead Weight Tonnage: the measure of how much weight a Barge can safely carry;
- **EBIS** shall mean the European Barge Inspection Scheme;
- **ETBE** shall mean Ethyl Tertiary Butyl Ether, a gasoline blending component;
- **ETA** shall mean the Estimated Time of Arrival of the Barge at place of loading or discharge;
- **Exclusive Transport Operations** shall mean in accordance with article 5.01 a) of CDNI consecutive transports during which a Barge is carrying the same or another cargo for which it is not required to clean the cargo tanks.
- **FAME** shall mean Fatty Acid Methyl Ester, a non-toxic and biodegradable product;
- **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;
- **ISGINTT** shall mean the International Safety Guide for Inland Navigation Tank-Barges and Terminals;
- **IVR 2006** shall mean Internationale Vereinigung des Rheinschiffsregisters (International Association the Rhine Ships Register). The IVR General Average Rules (2006) shall apply in case of General Average during the carriage of product. In particular the IVR 2006 shall define the essence of a General Average act as well as which expenses, damages and costs can be accepted as measure of General Average;
- **KPI** shall mean Key Performance Indicator.

- **Loading Document** shall mean bill of lading, loading/lading ticket, cognossement, Transport Document, receipt of loading or any other document which provides evidence of loading product on board of the Barge;
- **SDS** - Safety Data Sheet – provides to Owner information and recommendations about the product to be carried. The SDS shall contain, but is not limited to, details about the physical and chemical properties of the product, relevant hazards and risks, requirements for its safe handling and actions to be taken in the event of fire, spill or overexposure;
- **MTBE** shall mean Methyl Tertiary Butyl Ether, a gasoline blending component;
- **Nomination** shall mean the written confirmation from Owner to Charterer confirming the performing Barge for the requested voyage complete with all technical and commercial information;
- **Owner** shall mean the party to whom the charter is entrusted as specified in the Specific Chartering Conditions;
- **Party** shall mean individually either Charterer or Owner and **Parties** shall mean together Charterer and Owner;
- **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 vessels and Barges;
- **SMS** shall mean a Safety Management System which has to be set up by the Owner. Notwithstanding the above, SMS under clause 10.4 shall mean Short Message Service;
- **Sworn Gauger** shall mean an international independent inspector, or any other professional approved by Charterer;
- **T.B.N** shall mean To Be Nominated;
- **Transport Document** shall mean any document issued between Owner (or his representative) and Charterer (or his representative) which contains information for each dangerous product being carried, details of the consignor and of the consignee to comply with all requirements of ADN 5.4.1.1. The issued Transport Document shall be in accordance with Attachment 5;
- **TTB rules (version 2010)** - Tankshiff-Transport Bedingungen 2010 - shall mean the Tank-Barge terms and conditions of transport in their version of 2010;
- **VAT** shall mean Value Added Tax;
- **Working Day** shall mean a day other than a Saturday or Sunday or a public holiday in the jurisdiction of the loading installation.

C. CONTENT

1. The service
2. Confidentiality
3. No exclusivity
4. Nominations
5. Seaworthiness and Safety
6. Loading and Unloading berths
7. Loading and Unloading
8. Barge Inspection
9. Compliance
10. Cargo Inspection
11. Measurement of Cargo
12. Health, Safety and Environment
13. Freight and demurrage
14. Sub-Contracting
15. Assignment
16. Particular liability
17. General Average
18. Insurance
19. Termination
20. Force Majeure
21. Fundamental principles of purchasing and anti-corruption undertakings
22. Limitation of Liability
23. Jurisdiction
24. Waiver
25. Severability
26. Safety Data Sheet
27. Attachments

- Attachment 1 Contact details – invoicing & demurrage details for charterer
Attachment 2 Fundamental principles of purchasing
Attachment 3 Demurrage rates and Laytime allowance table
Attachment 4 Nomination / Transport Confirmation
Attachment 5 Transport Document – Vervoersdokument -Beförderungspapier
Attachment 6 Initial incident reporting form

1. THE SERVICE

- 1.1. The present BGCC will be applicable to all transport of Products by river Barge or estuary Barge including possible coastal navigation, at the request of Charterer.

The Products will be transported in bulk.

The services to be performed by Owner include: the loading, transport and discharge of the Products in accordance with the instructions given exclusively by Charterer and in accordance with the contractual documents (hereinafter referred to as the “Service(s)”.

Owner shall provide its Services without undue delay.

- 1.2. The details of the Services will be expressed in the terms and conditions of the Specific Charter Conditions.

In the case of a contract of affreightment or a time charter contract, these Specific Charter Conditions have to be confirmed in writing and have to be signed by both Parties. In the case of a spot charter contract, the Specific Charter Conditions will be confirmed between the Parties by facsimile or by email.

2. CONFIDENTIALITY

- 2.1 Owner (and, if applicable, his subcontractor) as well as Owner's (and, if applicable, his subcontractor's) personnel are obliged to preserve confidentiality with regard to any information from Charterer to Owner in relation to the Products (nature, destination, quantity, quality, etc...), with the business standards and/or procedures of Charterer and with the transport conditions. Charterer will be bound by the same confidentiality undertaking with regard to the transport conditions and/or the condition of the Barges nominated by Owner.

Confidential information does not include, however, information which (a) is or becomes generally available to the public other than as a result of an undue disclosure by one of the Parties, (b) was available to a Party on a non-confidential basis prior to its disclosure by the other Party or (c) becomes available to one Party on a non-confidential basis from a person other than the other Party who is not otherwise bound by a Confidentiality Agreement with the other Party, (d) is or becomes required to be disclosed : (i) pursuant to any applicable legislation or regulations, or the rules of any recognised exchange on which the securities of a Party are or are to be listed; or (ii) in connection with proceedings before a court of competent jurisdiction or under any court order or for the purpose of receiving legal advice, but only to the extent and for the purpose of that disclosure.

- 2.2. Each Party will ensure that his respective employees also respect the confidentiality of information disclosed to the other Party under this Charter Contract.
- 2.3. This confidentiality undertaking shall be binding as soon as the Specific Charter Conditions for a specific transport have been accepted, and will remain valid and binding for a period of two (2) years after the Services described in the Specific Charter Conditions.

3. NO EXCLUSIVITY

- 3.1. Whenever Charterer calls upon Owner to transport Products in bulk through the use of Barges owned or chartered by Owner, it is understood that Owner shall have no exclusivity whatsoever to furnish the Service to Charterer, whether or not this Service is delivered under a contract of affreightment, a time charter contract or a spot charter contract.

4. NOMINATIONS

- 4.1. Unless otherwise specified in the Specific Charter Conditions, once the Specific Charter Conditions have been agreed upon, the nominations for each voyage shall be confirmed by Owner to Charterer in writing according to the following practice:

- nominations will be announced by Owner to Charterer by facsimile from Monday to Friday before 13:30 hours nominations made by phone or sent by email or made by any means of communication other than a facsimile will not be accepted.

- as well as the information mentioned in clause 4.2, all nominations must mention the date and hour of the nomination as per facsimile notification in order to be considered as valid nominations if a nomination is received without mention of date and/or hour, it shall be deemed to have been received at 09:00 hours of the next Working Day.
- all nominations received after 13:30 hours will be deemed to have been received at 09:00 hours of the next Working Day (as defined above).
- for transport of Products other than MTBE, ETBE, toluene, benzene, styrene, xylene, ethanol, methanol and FAME, Owner will make sure that there will be at least two (2) full clear Working Days between the nomination of the Barge by Owner and the beginning of the voyage (thereby taking into account the fact that nominations have to be sent before 13:30 hours, as mentioned above).
- for transport of MTBE, ETBE, toluene, benzene, styrene, xylene, ethanol, methanol and FAME, Owner will make sure that there will be at least three (3) full clear Working Days between the nomination of the Barge by Owner and the beginning of the voyage (thereby taking into account the fact that nominations have to be sent before 13:30 hours, as mentioned above);
- any nomination which does not respect the above timing will be considered as a “late nomination”, unless the Charterer has explicitly accepted in writing a short notice nomination. A short notice nomination shall mean that the nomination can be subject to a notice period of less than two (2) full clear Working Days (three (3) full clear Working Days for MTBE, ETBE, toluene, benzene, styrene, xylene, ethanol, methanol and FAME) prior to loading. Short notice nominations shall be received by the Charterer on the day they are agreed. All other conditions of the present BGCC shall remain unaffected;
- all nominations are subject to the approval of Charterer ; a notification that the facsimile of Owner has been delivered only means the nomination has been received, subject to Charterer’s approval ; such approval by Charterer shall not be unreasonably withheld;
- “T.B.N. Barge nominations” or nominations for two (2) or more loading days will not be accepted;
- only when the nomination has been approved by Charterer, shall the time and date of the facsimile notification be binding upon the Parties.

4.2. All nominations must follow the Nomination / transport confirmation format provided in Attachment 4 and include Charterer’s reference number for the nominated contract if available at time of nomination, the name of the Barge, the type of Barge (single/double hull), the Barge registration number, the identity of the Owner (full name, address and VAT number), the chain of subcontracts between the head Owner and the final charterer, the identity of the Owner’s P&I club, the three (3) prior cargoes of the Barge (stating their proper shipping names according to ADN), the quantity of the product to be transported, the destination of the Barge, and the ETA (expected time of arrival) of the Barge (only one (1) calendar day acceptable).

For all spot charter contracts, Owners shall systematically include the freight rate clearly marked lump sum, rate per metric tonne or formula related rate per metric tonne with the appropriate currency along with appropriate laytime allowance and demurrage rate as per Attachment 3.

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. Should Owner have any doubt as to the nature and cargo type of the Product, Owner should contact Charterer in order to obtain the Safety Data Sheet (SDS) of the Product in question.

- 4.3. All consequences of a late nomination of the Barge by Owner (such as, but not limited to, demurrage caused by delays at the loading installation, damages to be paid by Charterer to his contractual counterparties, etc...) will be for the account of Owner.
- 4.4. Any nomination sent by Owner is binding and shall not be modified or withdrawn by Owner without prior approval by Charterer.
- 4.5. 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 procedure applying as stated above.
- 4.6. Whenever a nominated Barge is refused by the vetting department of the Charterer, the Owner will have to propose as soon as possible an alternative Barge, thereby respecting all the provisions of the present clause 4. Any nomination of an alternative Barge shall be considered as a new nomination.
- 4.7. All nominations shall be considered as independent nominations. In case Owner chooses to nominate the same Barge for two (2) voyages, these voyages will be considered as independent and not as consecutive. Owner shall also send a nomination respecting the usual frame for the second voyage. Consequently, unless explicitly accepted by Charterer in writing, Charterer shall not be held responsible for any delay of the nominated Barge for the second voyage due to events affecting the first voyage and Owner shall not be entitled to any demurrage that results from such delay.

5. SEAWORTHINESS AND SAFETY

- 5.1. All Barges which are nominated by Owner have to be classed with a recognised Classification Society and by the national competent authority. All recommendations, requirements or restrictions of said Classification Society and national competent authority have to be complied with.

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. Any damages, costs and expenses (including but not limited to demurrage) as a result of a nominated Barge being in non-compliance will be for Owner's account.

All Barges which are nominated by Owner have to be equipped with AIS emission equipment and shall continuously emit AIS signals for the whole duration of the Charter Contract.

- 5.2. All Barges nominated by Owner to perform the Services shall at all times be subject to Charterer's acceptance and must remain acceptable by EBIS throughout the duration of the voyage.

Unless otherwise authorised by Charterer, Owner agrees that all Barges proposed for the execution of the Services for Charterer will only be accepted upon inspection in accordance

with the EBIS program and upon satisfaction of the standards of acceptance developed by Charterer for internal use.

Charterer is not obliged to explain the reasons for the rejection of the nominated Barge(s). The decision of Charterer to accept or refuse such nominated Barge is binding upon the Parties for the intended voyage.

The Charterer's acceptance of a Barge does not relieve Owner from its contractual obligations under the Charter Contract or at law.

- 5.3. In addition to the above, all Barges provided by Owner have to be suitable for the intended cargo, well equipped and well supplied for the voyage from the loading port to the unloading port, and properly manned with crew having the operational and safety training and qualifications and being sufficiently fluent in Dutch and at least one other ADN language in order to have full understanding with shore personnel and of the procedures. All Barges provided by Owner are deemed to be engaged in Exclusive Transport Operations unless indicated differently on the transport confirmation by mentioning the next cargo that will be carried by the Barge.

All operations on board of the Barge fall under the sole responsibility of Owner.

Owner shall ensure that the Barge offered by Owner, its equipment, crew and all Owner's personnel shall comply with all applicable laws, rules and regulations, loading/ unloading installations' procedures, including ADN regulations when applicable, and with the indications and recommendations given by Charterer, local port authority, the loading or unloading installation and/or any competent authority.

Failure to comply with the above may cause the refusal of the installation to start or to continue the loading or unloading operations and Owner shall be liable for any claim Charterer may have as a result thereof.

Owner shall ensure that the safety equipment (such as, but not limited to, fire-fighting equipment, high level alarm, automatic tank gauging equipment, etc...) shall at all times be in a good operational condition.

In case of water ballast intake, this can only be carried out using a separate ballast system.

The cargo tanks, pipelines and valves shall be suitable for the intended cargo and the pumps and heating coils, if any, shall be in good working condition.

Owner shall maintain such conditions and shall use reasonable care in the loading, stowage, custody and delivery of the cargo to ensure that the quality of the Product shall remain the same throughout the duration of the voyage.

Owner shall provide sufficient propulsion power to properly handle any Barge furnished to Charterer, both in loaded and light conditions.

Owner shall ensure that the loading operations are carried out at the maximum loading rate of the Barge, always subject to safe operations.

Owner shall provide sufficient power to properly handle the pumping equipment of the Barge furnished to Charterer ensuring that the Barge maintains her maximum discharge rate unless otherwise advised by the discharge installation.

The Barge offered by Owner shall have all the required certificates (such as, but not limited to, the certificate of approval, survey certificate, tank calibration tables, fire extinguishing equipment, hoses, electrical installation and gas installations if applicable, also bunker receipts (CDNI art 3.04), oil record book (CDNI art 2.03), tank cleaning certificates, Discharge Statements (CDNI 6.03). These certificates must be presented by Owner to Charterer upon first request.

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

- 5.4. 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 and that they are clean or suitable for the Product. Any associated costs and delays will not be for Charterer's account.

Owner is aware that contamination of the Product with water can lead to bacteria and fungi, and therefore Owner must take the utmost care when cleaning the pipelines, pumps and tanks of the Barge. Water and cleaner residues must be removed completely. Barges which are proposed to transport ethanol must be clean, dry and odour free.

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

- 5.5. Owner shall maintain such conditions as mentioned above as from the nomination and throughout the duration of the 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 Product and so as to assure the quality of the Product.

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

- 5.6. Owner shall ensure that all documents and certificates specified by ADN (listed in ADN 8.1.2) and CMNI are fully completed, signed, valid and on-board the Barge before the execution of the Services.

In the event that a Transport Document is not provided by the loading installation, Owner shall ensure that the Transport Document provided in Attachment 5 of this BGCC (or any other format provided by Charterer) is promptly and fully completed and signed by the Barge master on behalf of the Owner before the departure of the Barge from the loading installation.

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 Owner's account.

- 5.7. Should Charterer notify the Owner that it will be phasing in part of ARA Barge cargo documentation from paper to electronic equivalents using "Electronic Shipping Solutions CargoDocs[™]" (or equivalent) for Barges, Owner will then be requested to register for such service upon Charterer's request.

Owner shall ensure that the Master will sign on behalf of the Owner in electronic form and transmit electronically any Barge receipt, bill of lading, waybill, delivery order, certificate or other document (each, an "eDoc") issued pursuant to, or in connection with any voyage undertaken under any Charter Contract.

6. LOADING AND UNLOADING BERTHS

- 6.1. The loading and unloading berths shall be such terminal, refinery or other place designated by Charterer.

Charterer reserves the right to change the loading and/or the unloading location during the execution of the Charter Contract, subject to mutual agreement between the Parties.

- 6.2. Charterer shall exercise due diligence to order the Barges only to ports and berths which are safe for the Barge. Notwithstanding anything contained in the Charter Contract, Charterer does not warrant the safety of any port, berth or transshipment operation and Charterer shall not be liable for loss or damage arising from any safety issues if he can prove that due diligence was exercised in the giving of the order.
- 6.3. The Barge shall only announce itself to the loading/unloading installation when it has effectively arrived at the loading/unloading installation. Barge announcements outside the loading/unloading installation opening hours shall not be considered as valid by Charterer, unless agreed otherwise before Barge announcement between Charterer and Owner.

7. LOADING AND UNLOADING

- 7.1. Cargo shall be pumped into the cargo tanks of the Barge by Charterer at his expense but at his risk and peril only up to the point where the Product passes the flange connection between the Barge's permanent hose connection and the loading port's hoses.

Cargo shall be pumped out of the Barge's cargo tanks by Owner at his expense but at his risk and peril only up to the point where the Product passes the flange connection between Barge's permanent hose connection and the receiver's hoses and shall be fully stripped by means of stripping system.

- 7.2. Owner warrants to Charterer that the loading and/or unloading equipment of the Barge is compatible with the technical parameters of the loading and/or unloading installation.

Owner will load and/or discharge the cargo in accordance with the instructions given by the loading and/or unloading installations unless otherwise instructed by Charterer. If a conflict arises between loading/unloading installations' orders and Charterer's instructions, the Master shall stop cargo operations and contact Charterer immediately. Loading/unloading installations' orders shall never supersede Charterer's instructions and any conflict shall be resolved prior to resumption of cargo operations. The Barge shall not resume cargo operations until Charterer has instructed Barge to do so.

The Barge shall i) proceed with utmost dispatch to any port(s) instructed by Charterer, ii) load and discharge as quickly as possible or as instructed by Charterer or its representative but always according to the laws and regulations in force at the loading or unloading place.

Notwithstanding clause 22, Owner shall be responsible and indemnify Charterers for any time, costs, delays or loss due to any failure whatsoever to comply fully with Charterer's instructions.

- 7.3. Charterer shall have the option to commingle, add dyes, or additives, blend or carry out such other cargo operations as Charterer may request ("Cargo Operations"); provided such Cargo

Operations are within the technical capability of the Barge and that the Master considers it safe to do so.

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).

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 obtained.

- 7.4 Owner undertakes not to perform any transshipment or lightering operation without Charterer's prior written acceptance and instructions with regard to the cargo.

Any lightering operation shall be undertaken in compliance with ISGINTT safety guide and OCIMF Ship to Ship Transfer guidelines and procedures as well as any requirements of port authorities. In the event that lightering is required in order to ensure the safe operation of the Barge then Owner may authorise such lightering operation at its own expense without Charterer's prior approval but shall notify Charterer immediately. In such case, the Owner shall liaise with the Charterer to ensure that all customs and tax obligations are fully complied with and that Barge master(s) prepare(s) new shipping documents in compliance with ADN.

8. BARGE INSPECTION

Charterer (or his representative, such as personnel of the loading installation) or a Sworn Gauger appointed by Charterer may verify the Barge's apparent seaworthiness and safety equipment, and refuse the Barge if, in his own opinion based on factual evidence, it does not comply with safety and environmental standards.

Charterer may in particular refuse to load or unload Barges if any member of the crew is apparently under the influence of drugs or alcohol, and Owner shall hold Charterer harmless and defend Charterer against any and all claims whatsoever which shall be made against Charterer in this respect. In any such case, any incurred delay will be for Owner's account.

9. COMPLIANCE

Owner warrants that the Barge shall, at all times during the duration of the Charter Contract, be in full compliance with all applicable international conventions, all applicable laws, regulations, and/or other requirements of the country of the Barge's registry and of the countries of the port(s) and/or place(s) to which the Barge may be ordered hereunder, and all applicable regulations and/or requirements of any loading/unloading installations or facilities in such port(s) or place(s) where the Barge may load or discharge.

Owner further warrants that the Barge shall have on board, during the duration of the Charter Contract, all certificates, records, or other documents required by the aforesaid conventions, laws, regulations, or requirements. Without limitation, the conventions, laws, regulations, and requirements referred to in this clause mean conventions, laws, regulations, and requirements concerning barge size, barge design, safety, operation of equipment, navigation, pollution, and other similar matters.

10. CARGO INSPECTION

- 10.1. Owner declares that he is familiar with all the material aspects of the Product and commits himself to preserve and maintain the quality of the Product throughout the duration of the voyage.

- 10.2. In order to verify the quality of the Product, Charterer (or his representative) or a Sworn Gauger appointed by Charterer may, before and after loading and before and after unloading, inspect all tanks (cargo tanks and any other tank), lines, loading and unloading equipment of the Barge.

During these inspections, samples of the cargo tanks, bunker tanks, pipelines, loading and unloading equipment may be taken.

Samples taken by the representative of Charterer or by a Sworn Gauger in the presence of Owner or his representative (such as the Master of the Barge or a member of the Barge crew), will by all Parties be considered to be contradictory samples. These samples will be kept at the disposal of Charterer and Owner for a period of minimum ninety (90) calendar days. The costs for taking and keeping these samples will be for Charterer's account, unless there is a quality issue with the Product concerned, in which case the cost for taking and keeping the samples will be for the account of the Party found responsible for the quality issue.

Refusal of such inspection by Owner, Owner's representative or the Barge crew could result in the refusal by Charterer to load the Product without giving right to any indemnity whatsoever, and all consequences arising thereof (such as, but not limited to, costs incurred by Charterer, damages to be paid by Charterer to any of his contractual counterparties, etc...) will be for the account of Owner. Moreover Charterer will have the right in such case to refuse the Barge in the future at his installations.

The fact that such inspection is made or not made by Charterer shall not relieve Owner of any of his obligations.

- 10.3. If according to the Charterer's instructions, one of the previous cargoes is not compatible with the intended cargo, the proposed Barge will need to be cleaned in accordance with the provisions of clause 5.4 of the present BGCC before it presents itself at the loading installation and the cleaning costs for the Barge will be for Owner's account.

Charterer and/or his representative shall be entitled to demand extra cleaning if an inspection before loading demonstrates that the Barge is not clean, or has been inadequately cleaned. The time and cost involved for the extra cleaning shall then be for Owner's account, and the extra cleaning by Owner shall never release Owner from any liability it might have under the Charter Contract or at law for the non-compliance with clause 5.4 of the present BGCC.

Should a first-foot sample taken after the start of the loading operations demonstrate that the cleanliness of the Barge was inadequate, whereas the product analysis report or the quality certificate of the shore tank demonstrates that the delivered Product was on-spec, Owner shall compensate Charterer for any costs, expenses and damages incurred by Charterer as a result of such onboard contamination unless Owner can prove he was not at fault.

The commissioning of inspectors for cleanliness checks shall protect Owner only in relation to the visually accessible parts of the Barge, and only if Owner can prove that the Barge was cleaned in accordance with the provisions of clause 5.4.

As neither Charterer nor his inspectors are able to conduct reliable checks by visual means, especially of pipelines, before loading, and latent defects may exist, such as impairments caused by last cargo, Owner shall be liable for the Barge's inadequate cleanliness even after loading.

- 10.4. The product analysis report or the quality certificate from the loading installation must be included with the loading documentation to be presented at the discharge location. Should the analysis report not have been delivered by the loading installation to the Master, then Owner

must immediately inform the operator of Charterer (or his backup) by SMS and by email using the contact details given at time of chartering. Contact details of the operator of Charterer will be provided for in the Specific Charter Conditions.

Any consequence or delay caused by a failure of Owner to comply with this obligation will be for the sole account of Owner.

- 10.5. Whenever the product analysis reports from an independent surveyor demonstrate that the quality of the samples of the Product at the discharge location is off-spec, whereas the product analysis reports from the loading installation demonstrate that the Product was on spec at the loading installation, it will be presumed that the quality problem has occurred during the voyage, and Charterer will then be entitled to issue a claim for the damage resulting from this quality problem (such as, but not limited to, loss of value of the cargo, costs related to the examination of the quality of the cargo, costs of transporting the off-spec Product to their possible new destinations, or the non-delivery because of the off-spec status of the Product, etc...) within the limits of CMNI when applicable.

Compensation for loss of or damage to cargo shall be fixed according to the market price of the cargo at loading time, even when the CMNI applies and therefore the Parties agree to apply article 20.4.b of the CMNI

This is without prejudice to any other rights available to Charterer under applicable law.

11. MEASUREMENT OF CARGO

- 11.1. Gauging of each of the Barge's cargo tank shall be made by Owner or his representative before and after loading and before and after unloading and shall be entered on ullage reports. These ullage reports shall state the quantities and the temperatures of the cargo in each of the tanks.

The ullage reports shall always be signed by Owner or his representative and by a representative of the loading installation or the unloading installation.

- 11.2. Regardless of whether or not gauging of the cargo tanks of the Barge have already been done by Owner or his representative, Charterer or his representative may at all times call upon the services of a Sworn Gauger in order to take gauge readings of each of the cargo tanks and/or bunker tanks of the Barge.

- 11.3. Upon receipt of the Loading Document from the loading installation, Owner or his representative shall compare the figures of such document (the so-called "A-figures") with the ship's figures on the ullage report after loading (the so-called "B-figures"). If the difference between the A-figure and the B-figure does not exceed 0.10 % of the A-figure, Owner or his representative will be allowed to sail off to the unloading location.

- 11.4. If a difference of more than 0.10 % is observed between the A-figure and the B-figure, Owner or his representative shall comply with the rules listed below:

- First of all the ship's figures are checked again for accuracy.
- If the difference between the A-figure and the B-figure exceeds **0.10 %** of the A-figure, the ship's figures are submitted by the Owner or his representative to the loading installation for checking. If the loading installation does not adapt the shore figures on the Loading Document, a letter of protest has to be issued by the Owner or his representative and has to be handed over to the loading installation.

- If the difference between the A-figure and the B-figure exceeds **0.20 %** of the shore figures **or five (5) m³** for the total of all loaded parcels, Owner or his representative shall call upon the services of a Sworn Gauger at Charterer's cost and expense in order to gauge the ship's cargo tanks.

Quantities loaded will be measured by the Sworn Gauger; if the difference between the A-figure and the B-figure is confirmed by the Sworn Gauger to exceed 0.10 % of the shore figures for the total of all loaded parcels, Owner or his representative will issue a letter of protest and hand it over to the loading installation.

If after the measurement of the Sworn Gauger it appears that the difference between the A-figure and the B-figure is less than 0.20 % of the shore figures for the total of all loaded parcels, the costs are for the account of Owner.

The quantities measured by the Sworn Gauger in application of the above, will be accepted by both Parties as the new, final and binding B-figures.

- If a letter of protest is issued by Owner or his representative, a copy of this letter of protest will be presented to the loading installation in order to be signed "for acceptance". This copy will be handed over to Charterer or his representative at the unloading installation prior to unloading and at the latest within two (2) Working Days from the date of loading.

This procedure shall be applied per loaded parcel.

Failure to respect this procedure in case of a difference between A-figures and B-figures (for example by leaving the loading installation without letter of protest or by starting to discharge without having handed over a letter of protest to Charterer or his representative) will automatically lead to the full responsibility of Owner for the total loss of the Product. The total loss of the Product will be calculated by applying the market price of the Product at the loading time to the difference in quantity of the Product between the A-figure and the D-figure (as defined below), increased with the freight transport and excises (beyond the tolerance accepted by the excise authorities).

- 11.5 It is Owner's responsibility that ship's figures on departure ("B figures") shall meet ship's figures on arrival (the so-called "C-figures"), and Charterer reserves the right to hold Owner responsible for any losses that have occurred during transport and which are demonstrated by the difference between the B-figure and the C-figure.

Charterer shall have the right to rectify Owner's invoice for the freight with the B-C loss of product if it exceeds 0.10% of the B figure. B-C loss of product will be calculated by applying the market price of the Product at the loading time to the difference in quantity of the Product between the B-figure and the C-figure, increased with the freight transport and excises (beyond the tolerance accepted by the excise authorities).

In order to allow Charterer to turn against the unloading installation (if it would appear that the shore figures after unloading (the so-called "D-figures") differ substantially from the C-figure), Owner will deliver to Charterer one or more copies of each ullage report within two (2) Working Days after the unloading date. Failure to do so will automatically make the Owner liable for the possible total loss of the Product. The total loss of the Product will be calculated by applying the market price of the Product at the loading time to the difference in quantity of the Product between the A-figure and the D-figure, increased with the freight transport and excises (beyond the tolerance accepted by the excise authorities).

- 11.6 In the case of a contract of affreightment or a spot charter contract or a time charter agreement, Charterer will inform Owner about Owner's performances with regard to the total loss of the Product during transport through the use of a KPI which will measure and compare the differences between A-figures and D-figures on a regular basis.

At the beginning of every trimester, the KPI with regard to the previous trimester will be discussed between Parties.

Charterer will consider a KPI below -0.05% on the global flow (difference between A & D figures) as a good performance

12. HEALTH, SAFETY AND ENVIRONMENT

- 12.1. As health, safety, environment and quality are the Charterer's highest priorities, Owner will ensure that the Services are offered and executed in the safest conditions and therefore Owner shall undertake all necessary preventive actions such as, but not limited to, those expressly mentioned in the contractual documents and/or in the applicable legislation, in order to safeguard the safety and health of people and the quality of the Product and the environment.

Owner confirms that he maintains and respects a Health, Safety and Environment policy and a Safety Management System (SMS) which can be audited by Charterer at any time.

Employees of Owner must comply with this Health, Safety and Environment policy as well as with all legal health and safety regulations at work; in particular such employees shall wear protective clothes.

- 12.2. Owner has an obligation to inform Charterer on a daily basis of the position and the activity of the Barge. Information about the position of the Barge will be provided daily before 10:00 hours.

Any incident or technical problem must be immediately reported to Charterer.

Owner shall inform Charterer without delay by telephone confirmed by email of any emergency situation involving the Barge which results or is likely to result in either delays or damages to the Product, to the Barge, to the machinery or to the loading/unloading installations.

In case of an accident causing personal injury, the following minimum information must be given to Charterer: content of accident notice through the trade association as well as number of missing working days resulting from the accident.

- 12.3. In case of any emergency threatening the health, safety, environment and/or quality of the Product, Owner or his representative shall contact the charterer immediately. **Emergency contact details are set out in Attachment 6.**

In addition to the above, Owner will ensure that an Initial Incident Report as per Attachment 7 is promptly sent to Charterer. Afterwards, a full report with more detailed information will be provided. Charterer shall be kept fully informed of all incidents and emergencies by phone, followed by an email to the contact details set out in Attachment 6 for incidents.

Without prejudice to any Charterer's rights, any costs, losses, damages, expenses suffered or incurred by Charterer arising from Owner's negligence in failing to inform Charterer as mentioned herein shall be for Owner's account.

- 12.4. Owner shall at all times comply with all applicable laws, rules, conventions and regulations aiming to prevent air, water and soil pollution as well as the ISGINTT safety guide which can be downloaded free of charge at the following address: <http://www.isgintt.org/300-fr.html>.

If an escape or discharge of any Product occurs or is caused by the Barge which results in or threatens to cause pollution or damage, without regard to whether or not said discharge or escape was caused by a fault or a negligent act or omission by Owner or the crew, Owner (or his representative) will promptly notify any relevant person or company including Charterer (in accordance with the provisions of the above clause 12.3 of the present BGCC) and, without prejudice to other measures possibly taken by other persons, Owner (or his representative) will promptly take all actions necessary to prevent or mitigate such damage.

Owner is liable for all consequences resulting from Owner's failure to take any of the above mentioned actions.

In case Owner fails to undertake appropriate measures, Charterer reserves the right to undertake additional measures in place of the Owner. In such event, the costs and expenses incurred by Charterer in the execution of such measures shall be for Owner's account.

- 12.5. Charterer reserves himself the right in the future to refuse Barge and/or Barge crew members who fail to comply with any of the prescriptions described in the above clauses 5, 8, 9, 10, 11 and/or 12.
- 12.6. If the Barge is not allowed by the unloading installation to be appropriately stripped, Barge will then issue a letter of protest. After unloading, the Barge will issue a Discharge Statement in accordance with applicable CDNI provisions.

13. FREIGHT AND DEMURRAGE

- 13.1. Provided that the invoice of Owner is received after the unloading date, freight shall be paid by wire transfer of available funds, on the actual loaded quantity mentioned on the Loading Document within thirty (30) calendar days after the end of the month during which the invoice was received. The loaded quantity in metric tonnes shall be according to the standard practice at the loading installation (Metric Tons Vacuum or Metric Tons Air). Payment will be done against presentation of the Transport Document, discharge statement, e-AD, or any other custom document carried by the Barge (e-AD, T1 etc..) facsimile or PDF copies are acceptable.

Details of the freight conditions will be specified in the Specific Charter Conditions.

All costs related to the transport such as but not limited to: freight, administration costs, insurances, channel and lock costs are to be included in the freight rates. For Fuel Oil and FAME cargoes, the Owner shall ensure the loaded temperature is maintained throughout the voyage and any related heating costs are considered to be included in the agreed freight rate.

In the event of a contract of affreightment or a spot charter contract, the cleaning costs after the transportation of Products as described in CDNI article 7.04 will only be for the account of Charterer if the Owner has informed the Charterer before leaving the discharge location about any possible additional cleaning and Charterer has given his express agreement prior to the commencement of this possible cleaning.

In the event of contamination or damage to the cargo caused by Charterer (or his representative, such as the personnel of the loading and/or unloading installations), Owner will only be entitled to claim back any cleaning costs of the Barge if such claim is made before the Barge leaves the unloading installations and provided that Charterer has been invited to appoint a sworn gauger to verify whether a cleaning operation is required, and, if so, to witness the cleaning operation.

- 13.2. When a reference number has been provided by Charterer to Owner as per 4.2, it has to be mentioned on all of the documents provided by Owner, including all invoices.

All invoices need to be sent according to the instructions and to the contact details set out in Attachment 1.

- 13.3. Unless provided for otherwise in the Specific Charter Conditions, the following provision shall be applicable with regard to demurrage claims:

- Owner has to send his demurrage claims to the demurrage department of Charterer by e-mail at the address set out in Attachment 1 with request for automatic acknowledgment of receipt. In addition to the above, Owner can copy his demurrage claims to the facsimile number set out in Attachment 1.
- Subject to the paragraph below, any claim for demurrage and related matters must be received by Charterer in writing, with full supporting documents (as specified below), within twenty-one (21) calendar days from completion of loading (the day of completion of loading to count as day 1).
- If the 21st day is not a Working Day then such claim for demurrage (with full supporting documents) must be received by the demurrage department of Charterer before 14:00 hours CET on the last Working Day preceding such 21st day.
- The required full supporting documents for Barge are:
 1. Invoice and time-computation;
 2. Time sheet at loading and discharge location signed by the loading and discharge installation;
 3. Copy of the Loading Document;
 4. Nomination and proof of sending with date and time;
 5. Copy of the discharge report;
 6. Copy of the letters of protest (if any).

Any claim received without the above mentioned documents will not be considered as valid and shall not suspend the time calculation regarding the time bar.

Demurrage claims shall be governed solely by the TTB rules (version 2010); however the following changes to the TTB rules (version 2010) of demurrage claims are explicitly agreed between Owner and Charterer:

- The demurrage rate will not be based on the DWT (dead weight tonnage) but on the nominated quantity as mentioned in the nomination, in accordance with the provisions of Attachment 3 to the present BGCC (“Demurrage rates & Laytime allowance table”).
- The laytime allowance as foreseen in the TTB rules (version 2010) will not be based on the Loading Document quantity (Loading Document tonnage) but on the nominated quantity as mentioned in the nomination, in accordance with the provisions of the Attachment 3 (“Demurrage rates & Laytime allowance table”).

- In the event of late arrival/availability of the Barge, the time counting shall only begin upon the start of loading or unloading operations at the loading/unloading jetty.
- In case heating of the cargo is necessary during time Barge is on demurrage, Owner shall, prior to heating the cargo, immediately notify Charterer and inform Charterer of the likely heating costs and Charterer shall only be obliged to pay Owner for such heating costs against proper supporting documents and provided such costs are in line with the normal market prices prevailing at the relevant time of heating. Owner shall not be entitled to claim any other compensation relating to heating costs incurred in maintaining the cargo temperature during time on demurrage.
- Loading and unloading times shall be calculated separately. Partial hours reached in the calculated loading or unloading time shall be rounded up to the closest full hour.

It is expressly agreed upon between the Parties that the TTB rules (version 2010) will apply only to the handling of demurrage claims, and not to the other aspects of the Charter Contract which shall be governed solely by the applicable law determined in accordance with the provisions of article 23 of the present BGCC.

- 13.4 The Owner represents and warrants that the agreed freight rate is in full compliance with any applicable law. In particular, when Belgian law is applicable, Owner represents and warrants that such freight rate is in full compliance with the Law of 3rd June 2014 having come into force on the 22nd August 2014 (“Loi relative à l’affrètement et la formation des prix dans la navigation intérieure”).

14. SUB-CONTRACTING

- 14.1. Owner has the right, with prior agreement from Charterer and for a specific transport, to have the Services as described in the Charter Contract executed by, and sub-contracted to, a third party, provided that such third party expressly accepts the provisions of the Charter Contract as being the agreed back-to-back contract terms and conditions between Owner and such third party for this purpose.

Before sub-contracting a specific transport, Owner shall acquaint himself with the Barge equipment and with the competence of the Barge personnel, and Owner guarantees that the third party, the Barge owned by the third party and the Barge personnel satisfy all contractual requirements as foreseen in the Charter Contract, as well as a valid Charterers’ Liability cover / Transport Operator Liability insurance with a member of the International Group of P&I clubs.

If Owner decides to sub-contract a specific transport, the identity of the third party to which the specific transport is sub-contracted shall be explicitly mentioned to Charterer in the nomination.

Owner shall ensure that all Loading Documents (as defined under clause 5.6), even where Owners have sub-contracted the Services to a third party, shall be properly issued and include or effectively incorporate these BGCC, with the result that these BGCC shall apply to any claim brought under a Loading Document.

In any case, Charterer reserves himself the right to refuse the sub-contracting to the third party mentioned in the nomination, in which case Owner shall present an alternative

nomination as soon as possible. The clause 4 of the present BGCC shall be applicable to this new nomination.

- 14.2. In the event that Owner subcontracts the Services to a third party according to clause 14.1, Owner shall always remain jointly and severally responsible towards Charterer for the due performance of the Charter Contract and Charterer may exercise all his rights under the Charter Contract against Owner or such third party, at Charterer's sole discretion. Owner shall give Charterer all assistance reasonably requested by Charterer and cooperate with Charterer in connection with any dispute that may arise between such third party and Charterer. In any case, Owner shall remain liable for the full and proper performance of Owner's obligations under the Charter Contract during such period of subcontracting. Owner shall therefore indemnify, defend and hold Charterer harmless from and against any and all claims, suits, costs, liabilities, judgments or demands by Owner's subcontractors or the personnel of said subcontractors.

15. ASSIGNMENT

Neither Party may transfer any of the rights and obligations arising from this Charter Contract, whether wholly or partly, to a third party, including in the case of a company restructuring or change of control, without the prior written consent of the other Party.

However, the Owner expressly agrees the transfer of the rights and obligations arising from this Charter Contract, whether wholly or partly, by the Charterer to any Affiliated Company is permitted without prior consent. For the purpose of this Article, "Affiliated Company" shall mean any entity which directly or indirectly through one or more intermediary entities owns, or is owned by, or is under common ownership with a Party. For purposes of this definition, "ownership" means the direct or indirect ownership of, in the aggregate fifty percent (50%) or more of the voting capital or voting stock by a business entity.

In the event of an assignment is made by a Party to a third party, and the other Party has given its prior written consent and wherever the assignment is made, the assigning Party shall remain jointly and severally liable with the assignee for the full performance of its obligations under this Charter Contract. Any assignment not made in accordance with the terms of this clause shall be null and void, and shall constitute a breach of this Charter Contract.

16. PARTICULAR LIABILITY

Owner shall in particular indemnify, hold harmless and defend Charterer from and against any and all liabilities, demands, damages, claims, losses and expenses whatsoever arising out of or as a consequence of :

- death or illness or injury to any employee, servant or agent of Owner;
- loss of and/or damage to any equipment or property of Owner or related party;
- contamination or pollution;
- loss of and/or damage to Product or property of Charterer or related party caused by any negligent act, omission, fault or wilful misconduct by Owner, his subcontractors, their agents or employees.

17. GENERAL AVERAGE

General Average is to be adjusted and settled according to Belgian law and according to the Rules for General Average (IVR 2006) by an average adjuster agreed upon by both Parties,

provided that, when there is an actual escape or release of oil or pollutant substances from the Barge (irrespective of Barge location), the cost of any measures, continued or undertaken on that account, to prevent or minimize pollution or environmental damage shall not be allowable in General Average; and, provided further, that any payment for pollution damage (as defined in Article I 6.(a) of the 1992 Protocol to the International Convention on Civil Liability for Oil Pollution Damage) shall also not be allowable in General Average (as set out in such Rules for General Average). It is understood and agreed, however, that the cost of measures to prevent pollution or environmental damage, undertaken in respect of oil or pollutant substances which have not escaped or been released from the Barge, shall be included in General Average to the extent permitted by the Rules for General Average. If a General Average statement is required, it shall be prepared by an average adjuster from the port of Antwerp appointed by the carrier and approved by Charterer of the Barge. Such adjuster shall attend to the settlement and the collection of the General Average, subject to customary charges. General Average Agreements and/or security shall be furnished by carrier, and/or Charterer, and/or Owner, and/or consignee of the cargo, if requested. Any cash deposit being made as security to pay General Average and/or salvage shall be remitted to the average adjuster and shall be held by the adjuster at the adjuster's risk in a special account in a duly authorized and licensed bank at the place where the General Average statement is prepared.

18. INSURANCE

- 18.1. Owner shall maintain in effect and shall furnish Charterer evidence, upon request of Charterer, of all legally mandatory insurance coverage, including Hull & Machinery and P&I coverage with first class security and in amounts in accordance with the provisions of the present clause 18 of the BGCC.

Owner shall submit to Charterer copies and/or written confirmation (certificate of insurance duly signed by insurers) of all above mentioned insurance policies upon request.

Such certificate will detail the perils cover, the insurance limit per peril and per year as well as the duration of such policy.

Owner will confirm that premium has been paid and that copy of notice of cancellation will be sent to Charterer.

- 18.2 The Owner warrants, throughout the duration of the Charter Contract, that the Barge:
- (1) Is owned by a member of the International Tanker Owners Pollution Federation Limited;
 - (2) Has a valid insurance cover for Hull & Machinery for the full market value of the Barge through reputable brokers on Institute Time Clauses or equivalent;
 - (3) Has in place P&I insurance cover by a member of an International Group P&I Club or equivalent that is explicitly accepted by the Charterer; and
 - (4) Has in place insurance cover for oil pollution for the maximum on offer through the International Group of P&I Clubs or equivalent that is explicitly accepted by the Charterer, but always with a minimum of 1.000.000.000 US\$ (one billion US dollars).

Owner commits himself to comply with all warranties, recommendations, requirements and restrictions of both Hull & Machinery and P&I underwriters.

Owner shall inform his underwriters of the provisions of the present clause 18.

- 18.3. The fact that Charterer has not requested evidence of these coverages prior to transport shall in no means release Owner from this obligation.
- 18.4. For the period of transport Charterer will arrange and pay the appropriate insurance coverage for the Product shipped.

19. TERMINATION

19.1. Notwithstanding anything elsewhere in the Charter Contract to the contrary, either Party shall have, at any time during the duration of this Charter Contract, the right, by giving notice in writing to the other Party to terminate or suspend this Charter Contract, without prejudice to the provisions of clause 16. Particular Liability, in case :

- A party commits a material breach of any of the terms of this Charter Contract and fails to remedy the same within ten (10) calendar days after receipt of a written notice to do so;
- A party becomes insolvent, or proceedings for insolvency, receivership, administration, bankruptcy or liquidation are commenced against such party as defined under the Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency proceedings or if a Party suspends payment or ceases to carry on business;
- A party declares a moratorium or any other situation in respect of any of its indebtedness; or
- A party commits a wilful misconduct or fraud or is grossly negligent
- A party commits repeated breaches or repeatedly defaults under this Charter Contract.

19.2. It is expressly agreed between the Parties that a breach of any applicable safety and/or environmental regulation, can either result in an immediate termination of the Charter Contract or in the refusal by Charterer to accept the concerned Barge at Charterer's installations and/or other installations nominated by Charterer.

19.3. It is expressly agreed between the Parties that any arrest or detention of the Barge shall be deemed to be a breach of contract which allows Charterer to terminate this Charter Contract immediately with written notice and without any liability for Charterer. In addition to the right of termination by Charterer, Owner shall defend, indemnify and hold Charterer harmless from and against any and all liabilities, fines, penalties, suits, actions, claims, demands, judgments, damages, costs, charges and expenses (including attorney's fees) incurred by Charterer arising out of the arrest or detention of the performing Barge.

The termination of this Charter Contract under the preceding paragraphs shall be without prejudice to, and the right to terminate shall be additional to, any right and remedy available to the Party either under this Charter Contract or under applicable law.

20. FORCE MAJEURE

Any delay, failure or omission by either Party in the performance of the Charter Contract shall be excused and shall not give rise to any claim for compensation or damage to the other Party if such delay, failure or omission arises from an event of Force Majeure.

For the purposes of this Charter Contract “Force Majeure” shall mean any events or circumstances beyond the reasonable control of a Party which prevent or impede the due performance of this Charter Contract.

The following listed circumstances (even if they may not fully comply with the above definition) shall be regarded as Force Majeure (without limitation to the generality of the foregoing): acts of war, sabotage, act of piracy, terrorism, riots, rebellion or civil commotion, floods, earthquakes, lightning or other natural physical disaster, explosion, fire, expropriation, nationalisation, requisition or other interference by any governmental authority, compliance with any international, national, port, transportation, local government authority, statute, order, bye-law or other rule or regulation having the force of law, rebellion, strike, flooding, ice blockade, accident in or about the relevant loading installation and/or unloading installation, failure of equipment in the relevant loading and/or the unloading installation, unexpected unavailability of cargo; (it being understood that delay to the Barge resulting from delays at the previous disport under a previous charterparty with another charterer shall not be considered as a case of Force Majeure hereunder).

In any event, strike actions, lockouts and labour disputes by employees of Owner or any of the employees of their subcontractors shall not relieve Owner from his liability and shall therefore not be deemed to be a Force Majeure event.

If one of the Parties is unable to fulfil all or part of its obligations due to a case of Force Majeure, it will promptly inform the other Party in writing, also estimating the scope and duration of the intervening event. Such Party shall also give prompt written notice when the effects of the Force Majeure event come to an end.

In that case, the affected party will be released from its contractual obligations during the Force Majeure period and for so long as the effect of that event continues, and both Parties shall promptly discuss how best to resolve the situation and how the consequences of Force Majeure can be mitigated for both Parties.

During a period of Force Majeure, the hire rate per day pro rata shall not be due under a time charterparty.

For the avoidance of doubt, Owner shall not be entitled to be relieved by the Force Majeure provisions if there are other equivalent Barges available in the market, irrespective of whether or not the Barge was nominated and accepted by the Charterer.

Charterer shall have the right to terminate this Charter Contract at any time (or, at Charterer’s option, to terminate only the relevant voyage concerned).

Termination of this Charter Contract due to Force Majeure under this clause, shall not prejudice the rights of either Party against the other in respect of any other matter or breach occurring under this Charter Contract before such termination.

Each Party shall bear its own expenses and consequences resulting from the occurrence of the event of Force Majeure.

21. FUNDAMENTAL PRINCIPLES OF PURCHASING AND ANTI CORRUPTION UNDERTAKINGS

21.1 Code of Conduct and Fundamental principles of purchasing

Owner undertakes to perform this Charter Contract in compliance with the applicable laws and with the Fundamental Principles of Purchasing set out in Attachment 2. Owner and

Charterer each agree to strictly comply with the principles of the TOTAL Group's Code of Conduct (a copy of which is available on the TOTAL website or on request) or equivalent business principles.

21.2 Anti-corruption undertakings

Charterer and Owner each warrant and undertake to the other that in connection with this Charter Contract and the performance thereof, they will each respectively comply with any laws, regulations, rules, decrees and/or official government orders applicable to such party relating to anti-bribery or anti-money laundering and that they shall each respectively take no action that would subject the other to fines or penalties under such laws, regulations, rules or requirements.

Charterer and Owner each represent, warrant and undertake to the other that they shall not, directly or indirectly pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to: (i) a government official or an officer or employee of a government or any department, agency or instrumentality of any government; (ii) an officer or employee of a public international organization; (iii) any person acting in an official capacity for or on behalf of any government or department, agency or instrumentality of such government or of any public international organization; (iv) any political party or official thereof, or any candidate for political office; or (v) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities.

- 21.3 - Charterer or Owner may terminate this Charter Contract forthwith upon written notice to the other at any time, if in their reasonable judgment supported by credible evidence, the other is in breach of any of the above representations, warranties or undertakings.

22. LIMITATION OF LIABILITY

- 22.1 Charterer shall be entitled to limit its liability in accordance with any limitations available to it under the applicable law (in contract, tort, breach of statutory duty or otherwise) and under no circumstances shall Charterer be liable (in contract, tort, breach of statutory duty or otherwise) for loss of profits, loss of opportunity, loss of contracts, business interruption, loss of reputation, cost of replacement, consequential, indirect or special losses/damages of any kind arising out of or in any way connected with the conclusion, the performance, the failure to perform or the termination of the Charter Contract.

- 22.2 Save as otherwise provided herein, Owner will be entitled to cap his liability to the maximum limits referred to in CMNI or under other applicable law.

23. JURISDICTION

- 23.1. Except with regard to demurrage claims (which are already governed by the provisions of the clause 13 of the present BGCC), the Charter Contract shall, unless otherwise provided in the Specific Charter Conditions, be governed by and construed in accordance with Belgian law to the exclusion of any other law which may be imputed in accordance with choice of law rules applicable in any jurisdiction.

- 23.2. Any dispute concerning the validity, the interpretation or the execution of the present Charter Contract shall be settled before the courts of Antwerp or before the courts of the Charterer's choice.

24. WAIVER

The waiver by either Party of a breach or default of any of the provisions of the Charter Contract shall not be construed as a waiver of any further breach of the same or other provisions, nor shall any delay or omission by either Party to exercise any right hereunder operate as a waiver of any breach or default by the other Party.

25. SEVERABILITY

To the extent that any provision of the Charter Contract is held to be invalid or unenforceable in whole or in part, under any enactment or rule of law, such provision or part shall be deemed not to form part of this Charter Contract, but the legality, validity or enforceability of the remainder of the Charter Contract shall not be affected.

26. SAFETY DATA SHEET

When available, Charterer or his representative shall provide Owner with the relevant Safety Data Sheets (SDS), including Health & Safety information relating to the cargo nominated for transportation under this Charter Contract.

Owner agrees to disseminate such information to its Barge, crew and agents so as to give warning of the possible hazards. If Owner fails to disseminate such warnings and information, Owner agrees to defend and indemnify Charterer against any and all liability for injury, sickness, death and property damage; provided however, that if Charterer has contributed to such liability by failure to provide an SDS as required herein, Owner's indemnity to Charterer shall be reduced by the proportion in which Charterer contributed to such liability. Charterer will provide Owner with reasonable notice and opportunity to defend in the event of any claim or demand is made on Charterer as to which such indemnity relates.

27. ATTACHMENTS

The attachments to this BGCC are hereby incorporated in, and form part of, this Charter Contract.

ATTACHMENT 1**Contact details – Invoicing & Demurrage details for Charterer**

TOTAL PETROCHEMICALS & REFINING SA/NV (“TPR”)			
		For all chartered voyages except those mentioned in ZR identification table below	For chartered voyages as specified in ZR identification table below
Legal entity	Legal entity to be mentioned in invoice header :	TOTAL Petrochemicals & Refining SA/NV 52 rue de l’Industrie B - 1040 Brussels Belgium VAT n°: BE0403079441	TOTAL RAFFINAGE FRANCE 2 place Jean Miller La Défense F – 92400 Courbevoie FRANCE VAT n°: FR 08529221749
Freight	Invoice to be received by post mail to : The freight invoice shall include a copy of the Transportation Document, the Discharge Statement and the relevant customs document	TOTAL Petrochemicals & Refining SA/NV Attn : BACK OFFICE Rue de l’Industrie 52 B – 1040 Brussels	
Demurrage	Legal entity to be mentioned in invoice header :	TOTAL Petrochemicals & Refining SA/NV 52 rue de l’Industrie B - 1040 Brussels Belgium VAT n°: BE0403079441	TOTAL RAFFINAGE FRANCE 2 place Jean Miller La Défense F – 92400 Courbevoie FRANCE VAT n°: FR 08529221749
	Invoice to be sent in PDF format to :	rc.rbe-dem-newclaims@total.com	
Incidents	Emergency phone number TPR requests that all communication regarding incidents be sent to the following email address :	+44 1235 239 670 (CARECHEM 24) rc.rbe-primary-supply-ara@total.com + Vettingbarges.europe@totsa.com	

Identification of flows to be invoiced to TOTAL RAFFINAGE FRANCE

<u>Origin</u>	<u>Destination</u>
Any installation except TOTAL Refinery Antwerp (TRA) and Zeeland Refinery (ZR)	Zeeland Refinery (ZR)

TOTAL RAFFINAGE FRANCE		
Legal entity	Legal entity to be mentioned in invoice header :	TOTAL RAFFINAGE FRANCE 2 place Jean Miller La Défense F – 92400 Courbevoie France VAT n°: FR 08529221749
Freight	Invoice to be received by post mail : The freight invoice shall include a copy of the Transportation Document, the Discharge Statement and the relevant customs document	TOTAL RAFFINAGE France Attn : BACK-OFFICE PILOTAGE FRANCE 7ème étage Immeuble City Défense 16-32 rue Henri Regnault F – 92400 Courbevoie FRANCE VAT n°: FR 08529221749
Demurrage	Invoice to be received by post mail :	TOTAL RAFFINAGE France Attn : BACK-OFFICE PILOTAGE FRANCE 7ème étage Immeuble City Défense 16-32 rue Henri Regnault F – 92400 Courbevoie FRANCE VAT n°: FR 08529221749
Incidents	Emergency phone number TPR requests that all communication regarding incidents be sent to the following email address :	+44 1235 239 670 (CARECHEM 24) rc.shipping@total.com + rc.rbe-primary-supply-ara@total.com + Vettingbarges.europe@totsa.com

TOTAL BELGIUM NV		
Legal entity	Legal entity to be mentioned in invoice header :	TOTAL Belgium NV Rue du Commerce 93 B- 1040 Brussels Belgium VAT n°: BE 0403063902
Freight	Invoice to be received by post mail : The freight invoice shall include a copy of the Transportation Document, the Discharge Statement and the relevant customs document	TOTAL Belgium NV Attn : ACCOUNTS PAYABLE Rue du commerce 93 B- 1040 Brussels Belgium
Demurrage	Legal entity to be mentioned in invoice header : Invoice to be sent in PDF format to :	TOTAL Belgium NV Rue du Commerce 93 B- 1040 Brussels Belgium VAT n°: BE 0403063902 rc.rbe-dem-newclaims@total.com
Incidents	Emergency phone number TPR requests that all communication regarding incidents be sent to the following email address :	+44 1235 239 670 (CARECHEM 24) Charterers in place (myriam.van-vaerenbergh@total.com and filip.claes@total.com) + rc.rbe-primary-supply-ara@total.com + Vettingbarges.europe@totsa.com

TOTAL NEDERLAND NV		
Legal entity	Legal entity to be mentioned in invoice header :	TOTAL Nederland NV Bezuidehouthoutseweg 273 2594 AN Den Haag The Netherlands VAT n°: NL 001027165 B01
Freight	Invoice to be received by post mail : The freight invoice shall include a copy of the Transportation Document, the Discharge Statement and the relevant customs document	TOTAL Nederland NV Bezuidehouthoutseweg 273 2594 AN Den Haag The Netherlands
Demurrage	Legal entity to be mentioned in invoice header : Invoice to be sent in PDF format to :	TOTAL Nederland NV Bezuidehouthoutseweg 273 2594 AN Den Haag The Netherlands VAT n°: NL 001027165 B01 rc.rbe-dem-newclaims@total.com
Incidents	Emergency phone number TPR requests that all communication regarding incidents be sent to the following email address :	+44 1235 239 670 (CARECHEM 24) Charterers in place (myriam.van-vaerenbergh@total.com and filip.claes@total.com) + rc.rbe-primary-supply-ara@total.com + Vettingbarges.europe@totsa.com

TOTSA TOTAL OIL TRADING SA (“TOTSA”)-		
Legal entity	Legal entity to be mentioned in invoice header : 	<u>TOTSA TOTAL OIL TRADING SA</u> World Trade Center 1 10 route de l’Aéroport P.O. Box 276 1215 Geneva 15 Switzerland VAT n°: CHE-103.194.266 TVA
Freight	Invoice to be received by facsimile : In addition, invoices can also be sent in PDF format by email to : The freight invoice shall include a copy of the Transportation Document, the Discharge Statement and the relevant customs document	+41 22 710 1850 opsprodservices.gva@totsa.com
Demurrage	Invoice to be sent in PDF format to : OR By courier post to the following address :	dem.barges@totsa.com <u>TOTSA TOTAL OIL TRADING SA</u> <u>ATTN : Barge demurrage Department</u> World Trade Center 1 10 route de l’Aéroport P.O. Box 276 1215 Geneva 15 Switzerland
Incidents	Emergency phone number TOTSA requests that all communication regarding incidents be sent to the following email address :	+ 41 22 79 80 066 bargeincidents.tsgeneva@totsa.com + Vettingbarges.europe@totsa.com

ATTACHMENT 2

FUNDAMENTAL PRINCIPLES OF PURCHASING

In accordance with the fundamental principles set out in particular in the United Nations Universal Declaration of Human Rights, the Conventions of the International Labour Organization, the United Nations Global Compact, and the OECD Guidelines for Multinational companies, Owner is required to comply with - and to make sure that their subcontractors comply with – current laws, as well as principles equivalent to those defined below.

Respecting human rights at work :

- Ensure that working conditions and remuneration of workers preserve human dignity and are consistent with fundamental principles defined and protected by the Universal Declaration of Human Rights, by the fundamental principles of the International Labour Organization, and in particular with rules relating to the prohibition of forced labour and child labour, workplace safety, the establishment of an employment contract, working time, rest and parental leave, treatment of discrimination and harassment at the workplace, freedom of speech, association and collective bargaining, freedom of thought, conscience and religion;
- Improve their standards and procedures concerning human rights at work.

Protecting health, safety, and security :

- Perform risk analysis and assessments in these areas and implement appropriate means to prevent those risks;
- Establish a system for monitoring events that occurred in these areas.

Preserving the environment :

- Implement an appropriate environment risk management system, in order to identify and control the environmental impact of activities, products or services, to continuously improve environmental performance, and to implement a systematic approach to define environmental objectives, achieve them and demonstrate that they have been achieved;
- Undertake the improvements needed for protecting the environment;
- Limit the impact of industrial activities on the environment.

Preventing corruption, conflict of interests, and fighting against fraud :

- Fight against fraud;
- Prevent and ban any form of corruption: active or passive, private or public, direct or indirect;
- Avoid conflicts of interest, in particular when personal interests may influence professional interests.

Respecting the competition law :

- Comply with the applicable competition law.

Promoting economic and social development

- Create a climate of trust with stakeholders, engaging in a dialogue with local communities, promoting local sustainable development initiatives, and giving local companies the opportunity to develop their business.

Compliance with these laws and principles may be audited.

ATTACHMENT 3

DEMURRAGE RATES AND LAYTIME ALLOWANCE TABLE

1. Allowances

Single Hull		Double Hull	
Nominated quantity (MT)	Allowance (h)	Nominated quantity (MT)	Allowance (h)
up to 1100	24	up to 1100	24
1101 to 1500	26	1101 to 1500	26
1501 to 2000	30	1501 to 2000	28
2001 to 3000	34	2001 to 3000	34
3001 to 4000	40	3001 to 4000	40
4001 to 5000	46	4001 to 5000	46
5001 to 6000	50	5001 to 6000	50
6001 to 7000	54	6001 to 7000	54
7001 to 8000	58	7001 to 8000	58
8001 to 9000	62	8001 to 9000	62

2. Rates

Single Hull		Double Hull	
Nominated quantity (MT)	Rate (€/h)	Nominated quantity (MT)	Rate (€/h)
up to 500	25	up to 500	60
501 to 1000	54	501 to 1000	80
1001 to 1500	75	1001 to 1500	100
1501 to 2000	85	1501 to 2000	120
2001 to 2500	95	2001 to 2500	140
2501 to 3000	105	2501 to 3000	160
3001 to 3500	115	3001 to 3500	180
3501 to 4000	125	3501 to 4000	200
4001 to 4500	135	4001 to 4500	220
4501 to 5000	145	4501 to 5000	240
5001 to 5500	155	5001 to 5500	260
5501 to 6000	165	5501 to 6000	280
6001 to 6500	175	6001 to 6500	300
6501 to 7000	185	6501 to 7000	320
7001 to 7500	195	7001 to 7500	340
7501 to 8000	205	7501 to 8000	360
8001 to 8500	215	8001 to 8500	380
8501 to 9000	225	8501 to 9000	400

ATTACHMENT 4

NOMINATION / TRANSPORT CONFIRMATION

General details:

Charterers Reference: _____ Barge Company Reference: _____
Barge Freighting Company: _____ VAT number appearing in invoice: _____
Disponent Owner / Commercial Operator: _____
Technical Operator: _____
Barge owner: _____
Full address of barge owner: _____
Barge owners P&I club : _____
Chain of subcontracts between owner & charterer:

Barge details:

Name of the barge: _____ Official Registration number: _____
Barge type : (N / G / ...) _____ Single or Double Hull: _____
Deadweight tons: _____ Tank capacity of the barge: _____
Last three previous cargoes : 1, _____ 2, _____ 3, _____
What is the cargo type that the barge will load after this voyage: _____

Product & transport details:

Product to be transported (Name & UN number): _____
Nominated Quantity of product to be transported in MT's: _____
Specifications / notes concerning the product (segregation / heating / etc): _____
Load port & Terminal: _____ ETA* (only one calendar day to be given) : _____
Discharge port & Terminal: _____
CDNI NSTR Number: _____ CDNI NSTR Name: _____

Freight:

Freight rate that shall apply to the loaded quantity:
Lump sum, fixed price : _____ EUR / USD, or
Per Metric Tonne : _____ EUR / USD, or
Per Cubic meter : _____ EUR / USD

Laytime allowance applicable:

Demurrage rate applicable:

General Chartering Conditions applicable: Barge General Chartering Conditions 2015 are fully incorporated.

Remarks :

***ETA – Expected Time of Arrival**

Law and jurisdiction as per agreed Barge General Chartering Conditions 2015 and associated frame agreement

ATTACHMENT 5

TRANSPORT DOCUMENT – VERVOERSDOKUMENT – BEFÖRDERUNGSPAPIER - DOCUMENT DE TRANSPORT

1. Name of the barge: <i>Naam binnenvaartschip:</i> <i>Name des Binneschiff :</i> <i>Nom de Barge</i>		2. ENI number : <i>ENI number:</i> <i>ENI number:</i> <i>ENI numero</i>	
3. Port / Place of Loading / Shipment: <i>Haven / Plaats van lading:</i> <i>Hafen / Ladeort:</i> <i>Port de chargement / lieu de prise en charge :</i>			
4. Port / Place of Discharge / Destination: <i>Haven / Plaats van lossing:</i> <i>Hafen / Ort der Entladung :</i> <i>Déchargement/lieu de livraison</i>			
5. Product name / Description of goods ¹ (UN number, proper shipping name, class, packing group) <i>Produkt naam / Product omschrijving</i> <i>Nom de / Description de Merchandise</i> <i>Produkt Name / Beschreibung Güter:</i>			
6. CDNI NSTR Number: <i>CDNI NSTR Nummer:</i> <i>CDNI NSTR Nummer :</i> <i>Numero CDNI NST :</i>		7. CDNI NSTR Name: <i>CDNI NSTR Naam:</i> <i>CDNI NSTR Name :</i> <i>Nom CDNI NST :</i>	
8. Tons <i>Ton :</i> <i>Tonnen :</i> <i>Tonnes:</i>		<i>mt vac</i> <i>mt vac</i> <i>mt vac</i> <i>mt vac</i>	<i>mt air</i> <i>mt air</i> <i>mt air</i> <i>mt air</i>
9. Name and Address of the Carrier <i>Naam en Adres van de Vervoerder:</i> <i>Name und Adresse des Beförderers:</i> <i>Nom et denomination commerciale:</i>			
10. Name and Address of the Consignor: <i>Naam en Adres van de Afzender:</i> <i>Name und Adresse des Absenders:</i> <i>Nom et dénomination commerciale de l'expéditeur :</i>			
11. Name and Address of the Consignee: <i>Naam en Adres van de Geadresseerde:</i> <i>Name und Adresse des Empfängers:</i> <i>Nom et dénomination commercial du destinataire:</i>			
12. Additional remark (s): <i>Aanvullende opmerking(en):</i> <i>Zusätzliche Bemerkung(en) :</i> <i>Mention(s) complémentaire (s) :</i>			
13. Loading date : <i>Laadatum :</i> <i>Ladedatum :</i> <i>Date de chargement</i>		14. Place of issue : <i>Plaats van afgifte :</i> <i>Ort der Ausstellung :</i> <i>Lieu d'émission:</i>	
15. Name of Master <i>Naam van de Kaptein:</i> <i>Name des Kapitäns:</i> <i>Nom du Capitaine</i>		16. Signature on behalf of carrier <i>Handtekening namens vervoerder :</i> <i>Unterschrift im Namen des Frachtführers:</i> <i>Signature au nom de transporteur</i>	
<p>This loading document evidences the receipt of the goods by the Carrier. Conditions of Carriage under Barge General Chartering Conditions 2015 including Law and Jurisdiction of the Transport Confirmation are herewith incorporated. Freight payable as per Transport Confirmation.</p> <p>1) For DANGEROUS GOODS specify: UN no, proper shipping name, hazard class, Packing group (where assigned) and any other element of information required under applicable national and international regulations. Both to be given in English and the language of the loading terminal. When the product meets the classification criteria N1, N2 or N3, add the following additional inscription: "ENVIRONMENTALLY HAZARDOUS".</p>	<p>Dit vervoersdocument is het bewijs van inontvangstneming van de goederen door de vervoerder. Dit vervoer wordt beheerst door de Barge General Chartering Conditions 2015 , Recht en Jurisdictie zoals vermeld in de vervoers-overeenkomst zijn hierin opgenomen. De vrachtbepalingen zijn zoals vermeld in de vervoers-overeenkomst.</p> <p>1) Voor GEVAARLIJKE STOFFEN; vermeld: UN nummer, juiste vervoersnaam, klasse, verpakingsgroep (indien toegewezen) en overige informatie zoals voorgeschreven bij nationale of internationale wetgeving die van toepassing is. Beide in het Engels en de taal van de laad installatie. Wanneer het product de indelingscriteria N1, N2 of N3 voldoet, voegt u de volgende aanvullende vermelding: " MILIEU- GEVAARLIJK" toe</p>	<p>Diese Urkunde dient als Nachweis für die Übernahme der Güter durch den Frachtführer. Die vereinbarte Frachtbestimmungen sind Barge General Chartering Conditions 2015, inklusive sind Gesetzmässigkeit und Gerichtsbarkeit des Frachtvertrag. Fracht bezahlbar wie im Frachtvertrag abgeführt.</p> <p>1) Für GEFÄHRLICHE GÜTER: Es ist anzugeben: UN-Nummer, offizielle Benennung für die Beförderung, Gefahrenklasse, Verpackungsgruppe (soweit vorhanden) und alle sonstigen Informationsbestandteile, die durch geltende nationale oder internationale Regelwerke vorgeschrieben werden. Beiden in English und in der Sprach des Ladeortes. Wenn das Produkt die Einstufungskriterien N1, N2 oder N3 erfüllt, fügen Sie die folgende zusätzliche Bemerkung hinzu: "UMWELTGÄHRDEND"</p>	<p>Ce document fait foi de la prise en charge des marchandises par le transporteur. Les conditions générales d'affrètement par barges (Ed.2015) ainsi que la loi et la juridiction applicables à la Confirmation de Transport sont réputées ici incluses. Frêt payable selon la Confirmation de Transport.</p> <p>1) Pour les MATIÈRES DANGEREUSES : spécifier : numéro ONU (UN), désignation officielle de transport, classe/division de danger, groupe d'emballage (s'il existe) et tout autre élément d'information prescrit par les règlements nationaux ou internationaux applicables. Ces 2 noms devant figurer, à la fois, en anglais et dans la langue du Terminal de chargement. Quand le produit répond aux critères de classification N1, N2, ou N3, ajouter l'inscription suivante: "DANGEREUX POUR L'ENVIRONNEMENT"</p>

ATTACHMENT 6

EMERGENCY CONTACT DETAILS

In case of any emergency threatening the health, safety, environment and/or quality of the Product, Owner or his representative shall contact the charterer immediately with the emergency numbers listed below:

Voyages performed for:

- **TOTAL PETROCHEMICALS & REFINING SA/NV (“TPR”)**
- **TOTAL RAFFINAGE FRANCE**
- **TOTAL BELGIUM NV**
- **TOTAL NEDERLAND NV**

+44 1235 239 670 (CARECHEM 24)

In addition to the above, Owner will ensure a completed Incident reporting form (Attachment 7) is sent to Charterer with minimum delay and that Charterer is kept fully informed of all incidents and emergencies by phone, followed by an email to following email address

Charterers in place: (myriam.van-vaerenbergh@total.com and filip.claes@total.com)

rc.rbe-primary-supply-ara@total.com

rc.shipping@total.com

Vettingbarges.europe@totsa.com

Voyages performed for:

TOTSA TOTAL OIL TRADING SA (“TOTSA”)

+ 41 22 79 80 066

In addition to the above, Owner will ensure a completed Incident reporting form (Attachment 7) is sent to Charterer with minimum delay and that Charterer is kept fully informed of all incidents and emergencies by phone, followed by an email to following email address

bargeincidents.tsgeneva@totsa.com.

Vettingbarges.europe@totsa.com

ATTACHMENT 7

INITIAL INCIDENT REPORTING FORM

EMERGENCY ACCIDENT / INCIDENT REPORTING FORM	
1) Name of reporter	
2) Date & time of report	3) Date and time of Incident
4) Name of barge	5) Barge Registration number
6) Type of cargo	
7) Cargo quantity (mt or m3)	
8) Load port	
9) Destination discharge port	
10) Name of barge owner	
11) Name of barge captain	
12) Name contractor	
13) Name of charterer (name of company or TOTAL group affiliate who has chartered the barge)	
14) Location of incident	
15) Waterway where incident occurred	
16) Description of incident (Collision, grounding, fire, explosion, product overflow, etc.)	
17) Product loss, spill, (Yes / No)	
18) Nature of damage	
19) Personal injury / casualty (yes / no, if yes confirm number severity of injury)	
20) Local authorities involved?	
21) Media (TV, Press) on location (Yes / No)	
22) Other remarks	