

O.O.O. "AGENT DB"

No.: 40 Ocean Avenue
690091 Vladivostok Russia
Tel: +7 929 514 3194 /+7 969 024 9896
Fax: +7 969 024 9899
Email: vladivostok@agentdb.net
INN/KPP: 2536240336 / 253601001



O.O.O. "АГЕНТ ДВ"

№ 40 Океанский Проспект
Владивосток Г. 690091 Россия
Тел: +7 929 514 3194 /+7 969 024 9896
Факс: +7 969 024 9899
Э-адрес: vladivostok@agentdb.net
ИНН / КПП: 2536240336 / 253601001

O.O.O. "AGENT DB" hereafter referred to as «**CHARTER COMPANY**», hereby agrees to charter the vessels _____ hereafter referred to as the «**VESSEL/S**» to "**GOSSE**" L. L. C. hereafter referred to as the Charterer under the terms and conditions set forth in the Sales and Purchase Agreement Number _____ between "**GOSSE**" L. L. C. who is the «**SELLER**» and the companies _____ and _____ who is the «**BUYER**» (which is an integral part of this agreement) to transport **30,000 Metric Tonnes of RUSSIAN LIGHT CYCLE OIL (LCO)** from **Vladivostok Commercial Port Russia** to _____ in the time period between _____ as set forth below:-

CLAUSE 1: LAW AND JURISDICTION

This Charter Party shall be governed by English law and the High Court of Justice in London shall have exclusive jurisdiction to hear all disputes arising hereunder.

CLAUSE 2: YORK/ANTWERP RULES

York/Antwerp Rules 1994 shall apply to this Charter Party and the place of General Average shall be London.

CLAUSE 3: WORLDSCALE REFERENCE

Unless otherwise agreed, all World scale hours, terms and conditions, and rates as published by World scale on the date of this fixture are to apply to this Charter Party.

CLAUSE 4: DEMURRAGE

Charter Company shall not be obligated to pay any claim for demurrage unless the full claim and supporting documentation are received by Charterer within 90 calendar days of the date of completion of cargo discharge.

CLAUSE 5: INDEMNITY

In the event that an original Bill of Lading is not available at discharge port on the Vessel's arrival, Owner will accept the following indemnity from Charter Company.

Quote

To Owner, Master and Agents of VESSEL/S. In consideration of your delivering to _____, consignee, the cargo in the amount _____ carried aboard the above Vessel loaded at _____, and to be discharged at _____, on or about _____ and shipped by _____, the Bill of Lading for which has not yet arrived, we hereby undertake to hold you and each of you harmless and keep you and each of you indemnified against all claims which may be made upon you and each of you or any of you under said Bill or any one of the set of which it forms part, and against all loss, cost (as between attorney or solicitor and client), damages and _____ expenses which you or any of you may suffer or be put to, by reason of the delivery of the said goods to _____, and if any proceedings to be commenced with respect to the said goods, from time to time to provide you with sufficient funds to defend the same, and if called upon to do so at any time while the goods are in our hands, to redeliver the same to you. The undersigned further undertakes to use its best efforts to produce the Bill of Lading as soon as it arrives. In the event that the

 Charterer Company

Charterer


O.O.O. "AGENT DB"

No.: 40 Ocean Avenue
690091 Vladivostok Russia
Tel: +7 929 514 3194 / +7 969 024 9896
Fax: +7 969 024 9899
Email: vladivostok@agentdb.net
INN/KPP: 2536240336 / 253601001

**O.O.O. "АГЕНТ ДВ"**

№ 40 Океанский Проспект
Владивосток Г. 690091 Россия
Тел: +7 929 514 3194 / +7 969 024 9896
Факс: +7 969 024 9899
Э-адрес: vladivostok@agentdb.net
ИНН / КПП: 2536240336 / 253601001

port. However, if Vessel proceeds direct to discharge berth and commences discharge without delay, then no allowance to be given.

CLAUSE 43: CHARTER PARTY ADMINISTRATION


If there is no objection to fixture re-cap, by either party within 48 hours then fixture is recognized as being fully valid. However if either party requires C/P at a later stage same to be drawn up accordingly.

CLAUSE 44: ITOPF

Charter Company undertakes that the vessel is a tanker owned by a member of the International Tanker Owners Pollution Federation Ltd and will remain so throughout the Charter period.


CLAUSE 44: LEGAL ADDRESSES and ENDORSEMENT**44.1 CHARTERER / SELLER****"GOSSE" L. L. C.**

33/3 KrylatskiyeKholmy Street, 121614 Moscow Russia
Tel: +7 499 343 3892 ; +7 499 390 7179
Fax: +7 499 343 3892
E-mail: info@ooo-gosse.com
WWW: http://www.ooo-gosse.com
INN / KPP: 7731599488 / 773101001
OGRN: 1087746954184


Name: Dibrov Oleg Yevgenyevich
Position: Director General
Passport No: 62 No 5369838
Citizenship: Russian

**44.2 CHARTER COMPANY / CLEARING AGENT**

C
No.: 40 Ocean Avenue 690091 Vladivostok Russia
Tel: +7 929 514 3194 / +7 969 024 9896
Fax: +7 969 024 9899
Email: vladivostok@agentdb.net
INN: 2536240336
KPP: 253601001


Name: Yatsko Natalia Mikhailovna
Position: Director General
Passport No: 52 № 4316527
Citizenship: Russian

