

**North Sea Tankers BV, Agency procedure**

Below you will find the North Sea Tankers agency procedures. You are herewith instructed to follow up on these procedures, when being appointed as agents by North Sea Tankers. Alternative procedures will have to be agreed with North Sea Tankers operations in advance, and this has to be done in writing.

**1.0 General**

The nominated agents agree to perform services for the vessels of the principal as herein described, act in accordance with these directions and any further instructions given by the Principal. An agent is not allowed to settle or compromise a claim in our name, neither are they allowed to undertake any legal proceedings, on behalf of North Sea Tankers. When required, the agent will advance funds for the purchase of goods and services.

**2.0 Agency Appointment**

As North Sea Tankers is mostly active in the short sea chemical trade, changes in schedules are not uncommon. Appointments, (included in our) voyage orders, and changes may happen on short notice.

**2.1 Sub Agents**

When the appointed agent is going to be using a sub-agent, the appointed agent has to ensure they have received a written approval from NST. This is to be obtained prior actual appointing the sub-agent. Once the sub-agent is appointed, the full style of the local agency is to be advised directly after appointment. NST does want to point out, that we do not prefer to work with sub-agents and it is only accepted, when sub-agents are strictly working according our Agency Instructions. Furthermore, we expect that all parties involved such as crew, Owners, Charterers and ourselves do not notice any difference, as when you are handling the Agency yourself.

**2.2 Agency Fee**

The agency fee is always to be an all-in Lump Sum Agency Fee, which includes communication costs, car hire, ISPS, petties, etcetera. This agency fee will also cover (limited) crew and husbandry fees.

North Sea Tankers is working with the EURO as standard currency. However, it is not necessary to issue the Pro-Forma or Final D/A in Euro's. The quoted currency is to be clearly indicated (including the exchange rate, if applicable) on the Pro-Forma D/A as well as on the Final D/A.

**2.3 After being appointed**

After having received the Agency Nomination, Agents are to send their Pro-Forma D/A in return, enabling NST to remit the standard 80% advance payment. Exceptions are possible, also from the side of NST. This is to be discussed case by case.

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Furthermore, the agents are to inform both NST and the respective vessel, as soon as possible about the expected turnaround + prospects, restrictions, UKC (Under Keel Clearance) or max draft, unusual conditions in port and port contact list.

Agents are to ensure that the vessel is notified about all local applicable regulations / requirements, at an early stage, where the vessel will need to act upon. If connection of shore hoses will not be done by shore personnel, or if there is any special requirement which might involve the rigging of the manifold or any other preparation which required by the vessel, than both the vessel and NST Operations must be informed immediately. Testing procedures performed by surveyor (water white, wall wash specifications if any), are to be advised to NST.

### **3.1 Communication**

North Sea Tankers expects all communication to be in English. All documents issued by Terminal(s), Surveyors, Authorities, etc. must be in English. Final D/A's in local language must be translated into English as well.

### **3.2 Correspondence**

On all correspondence the subject of the e-mail is to read as follows:

M.T. <Ship> - Voy <2022-NR> - <PORT> - <SUBJECT> as mentioned in our voyage orders as well.

### **4.1 Reporting**

In general agents are to use the NST Format Port Times – adsee 4.5

### **4.2 After vessel's arrival**

Arrival message is to be sent shortly after vessel's arrival. Outside office hours, preferably a short notification after vessel's arrival and the full arrival message latest 0830 CET. The arrival message must always include the best ETC/ETS! The vessel is to be visited daily by a representative of the agent. The full arrival message must include: time end of passage, NOR, bunkers ROB, ETB, ETC/ETS, if berthed on arrival, berthing times and if applicable hose connection time. If tugs are used, ensure that the reason is stated (e.g. compulsory, requested by master due to bad weather, etc)

All vessels operated by NST are equipped with a mobile phone. Therefore we do not accept placement of terminal phones onboard, to avoid unnecessary costs.

### **4.2 Daily update**

As indicated in our voyage orders a daily update to be send latest 0830 CET including all port times, ETC (estimated time of completion) and ETS (estimated time of sailing). In case of any delays, the reason for same is to be stated. An afternoon update is required no later than 16:30 CET.

### **4.3 After vessel's departure**

Full port times, per grade. In case different charterers are being worked in port, separate

messages to be sent out to them with NST ops in CC.

If tugs are being used, mention how many tugs are used and the reason for utilization. You are also to indicate if a specific request (and by whom) has been made.

For NST Ops bunker the figures on EOP and on cast off are relevant. In case of a discharge, backload call also ROB figures after discharging on load readiness will be relevant. Bunkers received as advised by Master are to be mentioned. LOP's and DF to be mentioned. Ensure to state if customs document and or copies/original B(s)/L has been placed onboard or not.

The agent is required to issue their own statement of facts on their company letterhead. Same is to be presented to the master prior departure and signed by the terminal/shippers/receivers.

Items such as bunkers, slop/sludge disposal, fresh water delivery and other so called Owners items are NOT to be mentioned in the issued SOF, but are (to NST only) to be reported via e-mail.

The issued SOF is to be signed by;

- 1) the Terminal
- 2) the Agent
- 3) the Master

All documents are to be scanned and send over digitally to NST ops soonest after departure (ensure that the documents are send as one file (if possible) in an efficient format, e.g. a pdf-file with all documents with a size of max 5 MB). It is not required to send documents by fax or regular e-mail. Keep them in your file for at least 5 years. In case NST Operations does require original documents, we will contact you. This also applies for endorsed original B's/L, agents will keep them in hands for and on behalf of NST. For sake of good order, please notify agents in disport at least with expected ETA and if copy/original B/L is placed in the ships bag, and if custom documents have been placed onboard. Also please ensure that they receive digital (scanned) copies of B/L, manifest, custom documents. As usual please copy NST Ops on such messages.

*\*\* when sending documents as compressed files, we can only accept .ZIP files \*\**

#### **4.4 Reporting to Charterers**

For reporting to Charterers, the actual reporting procedure in the voyage orders is to be followed. If there is more than 1 charterer per voyage, a separate message to each charterer is to be sent. This message may only contain the relevant data for that charterer and is to be sent as per NST Port Time Format – see 4.5

#### **4.5 NST Format Port Times**

The NST Format Port Times is not to be sent as an attachment, but copy/paste from the Word document to your e-mail message. Most important is that we receive a continuous growing e-mail, starting with the first times (EOSP) and hence simply add the times which

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follow underneath. This way all times are always available and last message contains the full information (till outbound pilot off). Further instructions are also mentioned in the attached form as well.

Owner's items cannot be revealed to charterers without prior consulting NST Operations. Also note that NST Operations considers bunker figures, bunker operations, slop/sludge disposal as owner's items and are therefore not to be included in reporting to any other party then NST and Owners.

#### **5. Inert Gas before arrival**

If there are any Inert gas/nitrogen (terminal) requirements in place, then this is to be advised to NST Operations and the vessel upon having received the Agency Nomination.

#### **6.0 Towage assistance – Towage Contracts**

Tug assistance is to be kept to a minimum. In case NST has a contract with a local tugboat company / service provider, these services are to be used. If tugboats are required in an area where NST has no contract in place, please ensure that the choice for a tugboat company is based on various criteria. E.g. reliability, cost effectiveness, quality, availability, adequately powered, etc. For non compulsory tugs, always inform NST, when ordered by master and same clearly been noted down in the PDA. The number of tugs and reason for using them are to be included in your arrival and departure report.

NST has towage contracts in place in almost every country in N.W.E, therefor please ensure you have taken note of below.

- Belgium, : Fairplay
- Netherlands : Boluda, Port Towage Amsterdam, Fairplay
- Denmark : Svitzer
- Germany : Boluda and Schramm grp
- Sweden : Svitzer
- United Kingdom : Boluda, Svitzer and SMS Towage
- Poland : Fairplay

For the Canal Terneuzen & Ghent we have also a contract with the 'Bootlieden' via Multraship.

#### **6.1 Reporting ARAG**

For the following ports NST has an agreement with TEQPLAY :

Antwerp  
Amsterdam (incl Zaandam, Ymuiden)  
Rotterdam  
Dordrecht (incl Moerdijk)  
Vlissingen/Flushing

As such reporting to be done via Teqplay for above mentioned ports. Billing will be via FDA to agents, Teqplay's invoice's will NOT be direct billed to us.

### **7.1 Notice of Readiness (NOR)**

NST vessels have the instruction to tender their NOR on end of sea passage, which is arrival to customary anchorage. NST vessels will usually tender their NOR on arrival to customary anchorage, which can be noted down as end of sea passage time. The SOF should mention: 'Arrival to customary anchorage'. Anchoring time should be added as well as anchor up time. If the vessel has a ready berth, end of sea passage will be the NOR time.

Arrival customary anchorage, end of passage (if ready berth)

The vessel will tender NOR to charterers via agents. Agents are responsible to forward the NOR to shippers/receivers/local representatives/consignees/terminal of charterers. If the vessel is tendering her NOR by phone only, a written confirmation to be send to above mentioned parties, by the agent. Always ensure that NST Operations is being copied in on such messages. The vessel will prepare a formal Notice on a NST template, which is required to be countersigned. This NST NOR is very important for our laytime calculation and possible demurrage collection.

### **7.2 Free Pratigue**

When Free Pratigue is applicable in the port of call, agent has to do their due their diligence and inform master well before his arrival ensuring that master and agent are both safeguards owners interest at all times.

## **8 Bills of Lading**

North Sea Tankers has developed its own Bill of Lading based on the BIMCHEMVOYBILL2008. Whenever it is possible, the NST standard B/L template is to be used. If you don't have the template available, please contact us in order to obtain your copy. Agents are responsible to issue B's/L. Prior issuing B('s)/L agents are always to send us a draft copy for approval.

### **8.1 Contents Bill of Lading**

Agent should send NST preferable before vessels arrival at the Loadport draft OBL for owners approval.

Following information must always be included:

- Ships name / country of registry
- Load port
- Discharge port (always a port to be named, never a terminal to be mentioned as destination. A terminal as consignee/notify is ok)
- Product description / quantity. Preferably the proper shipping name should be mentioned on the B/L. To avoid any issues in ports, NST will have the IBC Name (used to

be named proper shipping name) mentioned in the voyage confirmation. In case regulation as per IBC code, the MPa & Viscosity are preferably also to be mentioned in the B/L or a separate Marpol Document should be counter signed by shippers.

- Consignee and/or receiver to be mentioned
- Charterers full name (mentioned in voyage confirmation)
- Charter party and charter party date are to be mentioned
- Payment terms. Master is only authorized to sign a B/L marked with “Freight Payable As Per Charter Party”. Under no circumstances may other payment terms on B/Ls be signed without written approval from North Sea Tankers.
- B/L date (time for completion loading, not hose disconnected)
- Masters signature.

If the original B's/L will not be issued before the vessel's departure, the agents will report this to NST Operations. NST Operations will then inform Master and ask him to fill out the 'NST Master the authority to sign B's/L', in order for agents to sign on Master's behalf. NST Operations is always to be consulted if the Original B's/L can be released in this case.

Express bills of lading. It might happen that an express bill of lading is requested. Agents are to ensure that NST Operations is aware. Agents are also to make sure that;

- it is marked 'non negotiable'
- consignee is named
- “Express Bill of Lading: the Cargo is to be Delivered / Released to Consignee without Production of Original Bill of Lading.”
- stating 'no' or 'zero' originals

Mates' receipts are in principal unacceptable, notify NST ops soonest for further instructions if you get the request to issue same. If NST ops allows to issue a mate's receipt it must be always marked 'non negotiable'. The master as well as agent must always keep copies available and notify NST ops of the amount of issued copies.

In case shippers/charterers request agent to issue and courier bill('s) of lading on their behalf, then the costs for this are to be invoiced to and settled with directly with the shippers/charterers.

As soon as the drafts Bill('s) of Lading are available to agents, you are to send same to the operator of the vessel, for approval. Only after having received the written confirmation from the operator, the agent is allowed to present the Bill('s) of Lading to the master for signing.

## **8.2 B/L Additional clauses**

With one original B/L onboard (in the ship's bag), please ensure that the following remark is stated on all original B/Ls:

- “ONE ORIGINAL BILL OF LADING RETAINED ON BOARD, AGAINST WHICH BILL DELIVERY OF CARGO MAY PROPERLY BE MADE ON INSTRUCTIONS RECEIVED FROM SHIPPER/CHARTERER.”

When more than one B/L is issued on a parcel, or if you load commingled parcels the following clause should be included:

- “THIS SHIPMENT WAS LOADED ONBOARD THE SHIP AS PART OF ONE ORIGINAL LOT OF \_\_\_\_\_ METRIC TONS WITH NO SEGREGATION AS TO PARCELS. NEITHER THE SHIP, NOR THE OWNERS ASSUME ANY RESPONSIBILITIES FOR ANY CONSEQUENCES OF SUCH COMMINGLING, NOR FOR THE SEPARATION THERE OF, AT THE TIME OF DELIVERY”.

### **8.3 B/L Freight Clauses**

North Sea Tankers does not accept Bills of lading with 'freight collect' mentioned on it. Immediately contact NST ops if such a B/L is presented to you.

If a B/L shows 'Freight prepaid' or 'Fret Paye' always contact NST ops immediately to check.

### **8.4 B/L in discharge port**

Agents at discharge port are to advise, if/when they are in receipt of the original endorsed Bill(s) of Lading. This is then to be presented to the master on vessel's arrival, against which master is allowed to discharge the relevant cargo. The master will sign a letter of receipt for same.

When it is expected that no original bill of lading will be present in discharge port, NST Operations should be notified at least one business day prior arrival and being asked for further instructions. NST Operations will request charterers to revert with their letter of indemnity for discharge without presentation of an original B/L.

### **8.5 Discrepancy in ship / shore figures**

When a difference between shore and ships figures is more than 0,3%, the ullages at shore as well as on ships side must be double checked, preferably as well by alternative means. If the vessel is still in port the vessel will issue a letter of protest for the difference. If the vessel has already sailed, when the shore figure is known, this protest to be issued by the agent. Contact NST Operations for the template which is to be used.

If a protest is received by agents for a discrepancy, always forward same soonest to NST Operations in order for us to issue our disclaimer.

Same applies for port documents, a digital copy is sufficient for us but please ensure that original port documents are archived, when required we will request you to send us original documents.

## **9 Inhibited cargo**

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As per IBC code several products need to have an inhibitor certificate (e.g. acrylates, styrene, ACH, AN, Isoprene, etc). Shippers are obliged to issue such a certificate. Ensure that the type of inhibitor is mentioned, is it oxygen depleting, date added, temperature limits, till when is the inhibitor active, and corrective measures if the lifetime of the inhibitor is exceeded.

Contact NST Operations when there are any issues.

### **10 Bunkering**

If the vessel will bunker NST ops will confirm same to you with a bunker confirmation. We expect the utmost from agents, e.g. bunkering preferably simultaneously with cargo operations or tank cleaning operations, or during analysis time, in order to save time, or when paperwork is prepared. A smooth and efficient bunker supply is important for us, and the owners we all serve.

### **11 Fuel samples**

If ordered / arranged fuel samples always need to be sent soonest by courier. Courier costs should be included in the Owners Expenses and not to be included in operational costs.

### **12 Marpol**

We expect from our agents that all Marpol related services, if requested, are arranged to be done by companies which are fully certified with all international, national, local permits and/or licenses. All these serviced to be rendered in accordance with all applicable legislation.

### **13 Pro Forma D/A's and Final Disbursements**

Upon having received the Agency Nomination from North Sea Tankers, the agent is to provide NST with their Pro-Forma D/A.

Agents are to use the NST Final D/A sheet when preparing their Final Disbursement. Not using this sheet may result in a delay of payment. Full instruction on how to use the NST Final D/A sheet is on page 4 of the Excel file.

The Final D/A is to be send latest 45 days after sailing of the vessel. Vessels name and owners voyage number to be mentioned on the front page of the final d/a, which includes a summary of all port expenses. Port expenses in the overview are to be divided between port related and owners costs (crew change, spare parts, garbage/environmental/waste charges - also when mandatory -, fresh water etc..).

No vouchers will be accepted on agent's letterhead, apart from the agency fee. In some specific countries exceptions will apply on this rule. This must however always be discussed and confirmed by NST operations, prior to rendering this service.

Upon receipt of the final d/a, we will process the Final D/A and we will strive to pay the (possible) outstanding within 30 days of receipt.

For questions about outstanding funds contact your operator via



Statement of accounts (if any) are to state apart of your name, currency, exchange rate, list of cash advances received, d/a's by port/ship/date/owners voyage number, and finally advice the balance due.

North Sea Tankers accepts final d/a's to be send by e-mail, accompanied by supporting vouchers, electronically. We do not accept any mailing/courier costs for sending original final d/a's. any attachments being send, should be in PDF-format.

Owner's expenses will have to be billed separate and direct to Owners and/or Technical Managers, for which you can find the correct billing address in the instructions of the NST Final D/A (page 5).

Please note that we do not require the final D/A to be send by courier, wherefore we do not accept any courier charges for sending the final d/a by courier.

#### **14 Legal**

The agent shall not, without the express authority of the Principal, take legal proceedings or settle / compromise any claim in the name of the Principal to enforce payments of such.

#### **15 EU cargo notification**

When attending an agency on NST's behalf, the responsibility for EU Cargo Notification/Import Control System/EU advance Cargo Declaration fully remains with the Agent. It is the Agent's responsibility to declare the cargo information in advance to the local customs and authorities, in line with both the national and international rules and regulations. The work performed by the Agent, in this respect, is to be considered to be a part of the Agency work and as such not further compensated. It must therefore be included in the lumpsum agency fee agreed for the specific call.

#### **16 Finally**

North Sea Tankers always strives to improve its quality level, therefore we trust that agents will inform us if there are any irregularities noted onboard or terminal, or when same is heard from external parties. Also we have to be kept updated if there are any changes in (port/terminal) regulations, amendments of port tariffs, changes in port procedures, developments in port, or restrictions that change (e.g. drafts). Last but not least NST ops must be notified immediately, if there are any problems encountered with port services.

#### **17 North Sea Tankers contact details**

During office hours we can be reached at our direct numbers. After office hours we can be reached at our 24 hour duty number, being **+31 (0) 10 8920 320**. This number is also our general OPS number during the day. You will be automatically transferred to the duty operator. In case you are unable to reach the duty operator at this number, you can use one of the alternative mobile numbers, which are listed below. In general our office hours are on average from 0900hrs – 1730hrs CET.

*For direct number please refer to our  
website: [www.northseatankers.com/aboutus/personnel](http://www.northseatankers.com/aboutus/personnel)*

For urgent matters (outside or within office hours), a part of an e-mail to [ops@northseatankers.com](mailto:ops@northseatankers.com), we expect agents to contact us via mobile phone, in order not to lose any valuable time.

Operations:

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