

Read and translate the clauses of the contract into Ukrainian.

CONTINGENCIES

Should any circumstances arise which prevent the complete or partial fulfillment by any of the parties of their respective obligations under this contract, namely: fire, ice conditions or any other acts of the elements, war, military operations of any character, blockade, prohibition of export or import or any other circumstances beyond the control of the parties, the time stipulated for the fulfillment of the obligations shall be extended for a period equal to that during which such circumstances last.

If the above circumstances last for more than 20 days, any delivery or deliveries which are to be made under the contract within that period may be cancelled on the declaration of any of the parties, and if the above circumstances last more than 40 days, each party shall have the right to discontinue any further fulfillment of their obligations under the contract in whole and in such cases neither of the parties shall have the right to make a demand upon the other party for compensation for any possible losses.

The party for whom it became impossible to meet its obligations under the contract shall immediately advise the other party as regards the beginning and the termination of the circumstances preventing the fulfillment of its obligations.

Certificates issued by the respective Chamber of Commerce of Sellers' or Buyers' country shall be sufficient proof of such circumstances and their duration.

DELIVERY

The goods are considered to be delivered by Sellers and accepted by Buyers in respect to quantity: as per weight indicated in the Bill of Lading in conformity with the measurements of the shore tanks at the port of loading, and in respect to quality: as per certificate of quality issued by a laboratory at the port of loading. The weight stated in the Bill of Lading is to be considered final and binding upon both parties.

Previous to the loading of the goods, 4 arbitration samples are to be taken from each of the shore tanks from which the goods are to be loaded in the carrying tanker. These samples to be sealed by Sellers as well as by the Captain of the tanker; 2 samples to be handed over through the Captain of the tanker at the port of unloading to Buyers or to another person according to Buyers' instructions and the other 2 samples to be retained by Sellers. Both parties shall keep these samples for 2 months from the date of delivery. Should, however, a claim be presented by Buyers, the parties shall keep these samples longer until final settlement of the claim.

In case of a dispute on the quality of the goods in connection with divergencies in the analyses of the arbitration samples made by the Sellers' and Buyers' laboratories, an analysis which is to be final and binding upon both parties is to be made by a neutral laboratory agreed upon by the parties.

TRANSPORTATION

Terms of transportation

(1) Sellers are to inform Buyers by fax or by telex not later than 5 days before the starting of loading of the name and capacity of the tanker, the date and port of shipment of the goods.

Furthermore, the Captain is to advise Buyers or their agent by cable of the forthcoming arrival of the tanker at the port of discharge 4 days before her arrival.

Sellers have the right to substitute one tanker for another, informing Buyers thereof by cable or telex.

(2) On arrival of the tanker at the port of discharge, the Captain is to give Buyers' representative at this port a written notice of readiness of the tanker for discharging. The Captain is entitled to hand in the above notice at any time of the day or the night.

(3) Lay time to commence 6 hours after such notice of readiness is handed in by the Captain, berth or no berth. Sundays, holidays, time of stormy weather preventing discharging as well as time during which discharging operations could not be carried out owing to technical and other conditions depending on the tanker are not to be included in the lay time.

(4) Time allowed for tanker's discharging is fixed at 50 per cent of the time stipulated in the Charter Party for loading and unloading.

The time allowed for unloading, however, is not to be less than:

for tankers of 1,000 tons deadweight and less — 18 running hours

for tankers from 1,001 up to 2,000 tons deadweight — 24 running hours

(5) Demurrage is to be paid at the rate stipulated in the Charter Party per day and pro rata for any part of the running day but not more than:

for tankers of 1,000 tons deadweight and less — \$ 175.00

for tankers from 1,001 up to 2,000 tons deadweight — \$ 200.00