

Failure of Claim Handling Clause

Warranted where any payment by the Association under this Certificate of Entry and/or Blue Cards is in respect of liabilities which are excluded from this Certificate of Entry, the Association has the full unilateral right to arrest and auction the "Vessel(s)" if the "Member(s)" failure of handling the claim(s) or affording the payment(s), and the "Member(s)" still have responsibility to compensate the Association for the insufficient amount including legal fees, auction fees, lawyer fees, etc.

This clause is subject to English law and practice.

Clause No.: EPI-AC-001

Date: 2022.10.01

Clean Certificate Clause

Warranted all necessary valid Certificates through the cover period and without any outstanding recommendations and/or class conditions, and no PSC deficiencies and/or outstanding recommendations before every voyage departure.

This clause is subject to English law and practice.

Clause No.: EPI-AC-002

Date: 2022.10.01

Misconduct Exclusion Clause

Excluding any liabilities being the misconduct on the part of the "Member(s)" (including crewmembers), such misconduct being an act intentionally done, or negligence in their duties, or a deliberate omission by the "Member(s)", or an act done or omitted in such way as to allow inference of a reckless disregard of the probable consequences.

This clause is subject to English law and practice.

Clause No.: EPI-AC-003

Date: 2022.10.01

Hull Coverage Clause

Warranted Hull & Machinery Cover including 4/4th RDC/FFO in place and maintained during the whole period of the Certificate of Entry, with a value of no less than her actual market Hull value.

This clause is subject to English law and practice.

Clause No.: EPI-AC-004

Date: 2022.10.01

IMSBC Cargo Clause

Warranted "Vessel(s)" will not load, carry, and transport any cargo specified in the International Maritime Solid Bulk Cargoes (IMSBC) Code unless otherwise agreed by the Association in writing in advance of loading the cargo.

Furthermore, warranted a suitable testing report containing technical indicators such as Transportable Moisture Limit (TML) and moisture content suitable for transportation of cargoes shall be presented to the Association for approval before "Vessel(s)" load, carry, and transport any cargo designated as a 'Group A' cargo specified in the International Maritime Solid Bulk Cargoes (IMSBC) Code, including being cargoes, which are susceptible to shifting due to liquefaction, unless otherwise agreed by the Association in writing in advance of loading the cargo.

This clause is subject to English law and practice.

Clause No.: EPI-AC-005

Date: 2022.10.01

Law and Jurisdiction Clause

The contract of the Protection and Indemnity risk coverage evidenced by the Certificate of Entry and any and all disputes arising out of, or in relation to it, shall be governed by and construed in accordance with English law and practice.

Any difference or dispute shall be referred to the tribunal or court specified in Rule 41 (Choice of Law) of the General Rules of the Association, Edition 2023.

Clause No.: EPI-AC-006

Date: 2022.10.01