

The inspection will be conducted in accordance with requirements in the current edition of the OCIMF "Vessel Inspection Questionnaires for Oil Tankers, Combination Carriers, Shuttle Tankers, Chemical Tankers and Gas Tankers" (VIQ).

Although a vessel has been/may be inspected by RightShip, the owners/managers being inspected are not to directly or indirectly state, indicate or convey the impression that the vessel has been approved, endorsed or recommended by RightShip, without RightShip's prior written consent.

Upon boarding the vessel our inspector will call on the Master or his designated representative to discuss the inspection procedure and requirements, so that it will be carried out efficiently and with minimum disruption to normal operations.

Upon completing the inspection, the inspector will again liaise with the Master (or his designated representative) to discuss his observations prior to the disembarking.

Our procedures require that prior to our doing any SIRE inspections, the Owners/Charterers (the "Requesting Party") hereby agree to the following:

1. The Requesting Party will inform the Master and Agents that they have agreed to the inspection and instruct agents and the Master to co-operate with the inspector to ensure that safety is not compromised
2. A copy of the full inspection report may be sent by BHP/RightShip to the OCIMF SIRE program.
3. The Requesting Party will undertake to supply RightShip with the name of local agents, vessels latest ETA and any other information which might facilitate the inspections.
4. The Requesting Party shall not make or assert against BHP Billiton Ltd and/or its directors, officers, employees, agents, parent companies, subsidiary companies or any other companies in the direct or indirect ownership and control of BHP Billiton Ltd and/or BHP Billiton PLC (the "Indemnified Parties") any claim of whatsoever nature arising or alleged to arise as a consequence of or in connection with any inspection conducted by RightShip as BHP Billiton Ltd's third party vetting contractor for the OCIMF SIRE program and/or the submission of any report produced by RightShip to the SIRE System (a "Claim");
5. Agree that any and all Claims shall be deemed and treated by the Requesting Party as null and fully extinguished; And
6. Agree that it shall indemnify the Indemnified Parties against any and all costs, losses, damages and expenses incurred as a consequence of or in connection with Claims made or asserted against the Indemnified Parties, whether made by the Requesting Party or by persons other than the Requesting Party.

Inspection invoice and cost:

The total cost of a vessel inspection varies with (inspection) location, time taken & includes beside professional fees, inspector's travel and other incidental costs. Itemized accounts are not issued. A nominated email address must be provided for the invoice which will be sent via email as a PDF attachment. Note: Rightship will not enter our invoice details in vendor systems or accommodate any alternative invoice delivery method. Printed invoices are not issued. The inspection fee is net of all applicable taxes and duties which may be imposed by the taxation authorities of the customer's residence. Please advise upfront if there any withholding taxes applicable on the payment of our services for grossing up.

Payments must be made by telegraphic transfer in the currency invoiced direct into our nominated account. If any bank charges and commissions are levied on the payments to be made to us under this agreement, you shall ensure that we receive the full amount owed to us, free of bank charges and commissions. Accounts are to be settled within 14 days of invoice issue date, irrespective of the vessel's inspection result. We may charge you interest at a rate not exceeding two per cent (2%) above the prevailing 180 day bank bill rate as quoted by Australia and New Zealand Banking Group Limited (ACN 005 357 522) on any amount due and not paid by you within the time required for the payment. RightShip will settle all inspectors' costs and in turn, invoice vessel owners/managers in their nominee.