**OMV Warranties**

|  |  |
| --- | --- |
| Barge Name: |  |
| Barge ENI / IMO: |  |
| Date: |  |
| Operator Contact Name: |  |
| Operator Contact Email: |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **All Barges to Complete** | | | |
| # | Warranty | Yes / No / NA | Comment (if “NO” or “N/A”, please provide the reason) |
| 1. | Operator acknowledges general OMV Vetting terms in Appendix Part I |  |  |
| 2. | Is this the barge’s maiden voyage? |  |  |
| 3. | Is this the barge’s first voyage after dry-dock? |  |  |
| 4. | Is the cargo, intended to be transported for OMV, included in the barge’s Substance List / List of Approved Substances? |  |  |
| 5. | Owners confirm the barge’s cargo tanks will be ready to load/discharge as per terminal requirements |  |  |
| 6. | If an inert gas system is fitted, and is in use, is it operating satisfactorily? |  |  |
| 7. | Please advise if there will be any slops on board from pervious voyages? |  |  |
| 8. | Is the barge’s H2S measuring equipment and venting system tight and in full working order? |  |  |
| 9. | Owners warrant that the barge will arrive at load port with tanks/lines/pumps properly cleaned and suitable to load the intended cargo |  |  |
| 10. | Are the barge’s tank cleaning and heating systems fully operational? |  |  |
| 11. | Barge complies with wording in Appendix Part II. |  |  |
| 12. | Owners warrant that the barge is in compliance with local, national and international requirements, regulations, conventions and OCIMF guidelines. |  |  |
| 13. | Owner confirms the barge is sufficiently manned and all crew members are familiar and well trained for the intended voyage and operations |  |  |

**Appendix**

Part I

Any clearance / acceptance granted will be based upon the barge clearance Warranties, BPQ5 downloaded from OCIMF, and Supporting Documentation, if applicable, forwarded to OMV. Should any issue arise at the time of call due to wrong information, OMV will reject all responsibility as a consequence of this misinformation.

**Notwithstanding prior any acceptance of a barge,** OMV reserves the right to reject the barge on any reasonable grounds. e.g., the barge is involved in an incident with the potential to jeopardise the safety of load and/or discharge operations i.e. if such an incident occurred, even after the acceptance of the barge, or information in respect of any previous incident was not in the public domain at the time of acceptance, OMV reserves the right to reject the barge.

Part II

“Trade Controls” means any economic or financial sanctions, anti-boycott measures, export controls or other similar measures implemented pursuant to any laws, regulations or orders applicable to OMV or any other party, the barge, or the cargo, including but not limited to those of the European Union or any of its member states, the United States, the United Kingdom or the place of incorporation or establishment of either Party or Trieste Port.

“Sanctions Target” includes any entity, individual, barge, or asset that is subject to sanctions or export control restrictions under any Trade Controls, including without limitation by being: (1) identified on any applicable government-issued restricted party or barge list; (2) 50% or more owned or otherwise controlled, directly or indirectly, by any individual(s) or entity(ies) on any such list; (3) a part of, or owned or controlled by, a government subject to property-blocking sanctions (including at the time of this Agreement, the governments of Cuba, Iran, North Korea, Syria, and Venezuela); or (4) organized under the laws of, domiciled in, or located or ordinarily resident in, a Sanctioned Jurisdiction.

“Sanctioned Jurisdiction” means Belarus, Cuba, Iran, North Korea, Russia, Syria, the non-Ukrainian controlled parts of Ukraine (currently including the Crimea, Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine), or any other country or territory (to the extent not specified herein) that is or becomes the subject of comprehensive sanctions imposed under Trade Controls.

(1) The Owner, Operator, Commercial Operator confirm that they have undertaken, and will continue to undertake, appropriate due diligence and other actions to ensure that no barge used in connection with any activities directly or indirectly relating to this Agreement, OMV, or any cargoes involving OMV:

1. is a Sanctions Target, or directly or indirectly owned or controlled by, or managed or operated by, a Sanctions Target;
2. was previously listed as a Sanctions Target, but was subsequently subject to a name change to cause its name to no longer match a restricted barge Trade Controls designation entry;
3. has been directly or indirectly chartered by or for a Sanctions Target, or is the subject of any contractual rights or obligations held directly or indirectly by any Sanctions Target;
4. is registered under the laws of, or operating under the flag of, any Sanctioned Jurisdiction (including without limitation any barge certified by the Russian Maritime Register of Shipping), or has changed its registration or flag from any of the foregoing jurisdictions at any point on or after 24 February 2022;
5. has been involved in any activities that are the subject of restrictions under Trade Controls or that could cause the application of punitive measures under Trade Controls, including without limitation activities concerning the transportation of petroleum, petroleum products, or natural gas that originate in or were exported from Russia;
6. has interfered with, switched off or otherwise disabled its shipborne automatic identification system at any point of voyage, except to the extent such actions fully comply with applicable law and International Convention for the Safety of Life at Sea (SOLAS) standards.

(2) The Owner, Operator, Commercial Operator confirm that they will further conduct due diligence to more broadly evaluate Trade Controls risks associated with a barge, including without limitation to evaluate whether a barge has previously docked in ports in Sanctioned Jurisdictions, manipulated International Maritime Organization (IMO) numbers, or been subject to barge or flag name changes at any point in the last three years. The Owner, Operator, Commercial operator will consult with OMV before engaging any barge whose history indicates elevated Trade Controls risks.

(3) The Owner, Operator, Commercial Operator confirm that they have undertaken, and will continue to undertake, appropriate due diligence and other actions to ensure that that none of their respective sub-contractors or other parties directly or indirectly involved in carrying out tasks relevant to their obligations (including without limitation sub-charterer, shippers, receivers, cargo interests, bunker and lubes suppliers, port agents, local representatives, mangers) is a Sanctioned Party.

(4) The Owner, Operator, Commercial Operator will notify OMV promptly in writing to the extent any facts or other developments arise that would render any confirmations in clauses (1), (2), or (3) inaccurate or incomplete.

(5) The Owner, Operator, Commercial Operator will promptly provide any information reasonably requested by OMV to enable OMV to confirm compliance with Trade Controls or with obligations set out in clauses (1), (2), (3), or (4).

Operator / Owners Comments to be added below (if applicable)