

**IN THE MATTER
OF AN ARBITRATION
HELD AT
SINGAPORE**

No. AR/SING/18/10

BETWEEN

Blue Sky Holdings Inc.
Level 22
80 Greater South Street
Panama City
Panama

Claimant

AND

Neuland Petroleum Refinery Company Ltd
48 King Street
Makai City
Neuland

Respondent

Procedural Order No 2

This procedural order contains answers to requests for clarifications.

CI 2.6 of IMLAM Rules 2011 state:

'Requests for clarification should be limited to matters that would appear to have legal significance in the context of the problem (not simple typographical errors, for example). A request for clarification must include a short explanation of the expected significance of the clarification. Clarifications issued will be distributed to all teams by Friday, 4 February 2011 by posting on the Maritime Moot Web Site. Clarifications issued become part of the problem.'

Where questions have not been answered, it should be assumed either that they are not relevant, the answer is apparent on the facts already provided or that the resolution of the issue is a matter for the parties to determine by reference to the law and by drawing suitable inferences. Parties should also note that minor typographical errors and mix ups occur in any business context. Unless stated below, the documents are intended to be as they are.

1. The reference to "Libra Gas II" in the commercial invoice No. 3887/2005 should read "Alpha Star".
2. The reference on page 101 at para. (b) should read as follows: "The charterparty was terminated at noon (12.00pm) on 27 July 2005 pursuant to clause 20 of the charterparty."

3. Delete para. 8 (iii) on page 104.
4. There is no intended issue with regards to non compliance with the product specification.
5. The Flag of the "Alpha Star" is as represented at the material time. To the extent that the charterparty dated London 10 January 2005 required an addendum then it can be assumed that an addendum was validly attached to the same reflecting the change of Flag.
6. You may assume that 'the pressure to be maintained at the manifold during discharge' was in fact maintained as there is no evidence to the contrary.
7. In the Respondent's counterclaim on paragraph 2(iv) should read 27 July 2005 not 12 June 2005.
8. Page 57 presently reads:
International Waters Green Sea by Transhipment Ex LPG/C "Egypt Gas"
amend to the following:
International Waters Green Sea by Transhipment Ex LPG/C "Front Gas"
9. Trident Overseas Inc are the technical managers of the "Alpha Star". See Section 9(ii) of the IFIC report on page 90.
10. Nueland has adopted all of the laws (common law and statute) in the same terms and titles as England. FEMPTC has its principal place of business in Singapore.
11. The reverse of the Bills of Lading on pages 50 and 53 are as presented.
12. The reference to Horizon Shipping on page 97 (the Preliminary Submissions of the Claimant)is a typographical error. It should read 'Nueland Petroleum Refinery Co Ltd.
13. The Claimant's Preliminary Submissions, paragraph 23 particulars of loss of use of the vessel shall be amended to read as follows (changes underlined and in bold):

Loss of use of the vessel

The vessel was fixed to the Far East Maritime Petroleum Transport Company for a period of 12 months at a charter rate of USD \$285,000 per calendar month. The charterparty was terminated at noon (12.00pm) on **27 July 2005** pursuant to clause 20 of the charterparty. The earliest date for redelivery was 1 March 2007. It follows that the Claimant Owners have lost the use of the vessel for a period of **217** days.

Owners have therefore suffered a loss of USD **\$2,040,967** at the rate of hire of USD \$285,000 per calendar month.

Allowing for operating costs of USD \$5,000 per day (or USD **\$1,085,000**), the Claimant Owners have suffered a net loss of USD **\$955,967** (**\$2,040,967 - \$1,085,000**).

END OF CLARIFICATIONS