

**IN THE MATTER OF THE ARBITRATION ACT 1996**

**AND IN THE MATTER OF AN ARBITRATION**

**BETWEEN:**

**KAUS SHIPPING COMPANY LIMITED**

**Claimant / Owners**

-and-

**SPICA CHARTERING LIMITED**

**Respondent / Charterers**

**M/V "GOLDEN POLARIS"**

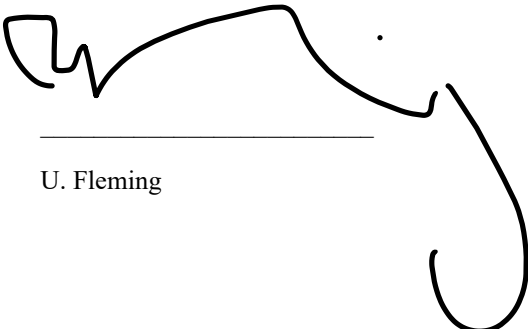
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**PROCEDURAL ORDER NO. 1**

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1. The Arbitral Tribunal, composed of Ms J.I, Dr H.T and myself as Chair, make the following procedural directions:
  - 1.1 On 9 March 2026, the Tribunal met with Counsel for the Claimant and Counsel for the Respondent to discuss the procedures that should be followed in the Arbitration. The factual issues that may be found to be open will be determined in accordance with the procedures found in the Rules of the International Maritime Law Arbitration Moot 2026 (the "**Rules**"), including any forthcoming rules concerning how the hearing should be conducted.
  - 1.2 The materials made up in the final published version of the Moot Scenario, as amended and/or elaborated upon by Procedural Orders, shall be taken to be the agreed bundle of documents.
  - 1.3 It was agreed that the Tribunal would be assisted by more detailed written submissions and that a memorandum in support of the respective positions of the Claimant and the Respondent should be filed by no later than 1600hrs 28 April 2026 (Sydney time).

Dated this 13<sup>th</sup> day of March 2026



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U. Fleming

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**PROCEDURAL ORDER NO. 2**

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**1. Introduction**

- 1.1 This Second Procedural Order contains answers to requests for clarifications.
- 1.2 Where questions have not been answered, it should be assumed either that: (a) they are not relevant, (b) the answer is apparent on the facts already provided, (c) the omission is deliberate, or (d) that the resolution of the issue is a matter for the Parties to determine by reference to the law and by drawing suitable inferences.
- 1.3 Minor typographical errors and mix ups occur in any business context. If the error is apparent, then no clarification is provided.
- 1.4 The Rules state that “[t]eams are not to introduce additional facts or evidence into the moot unless they are a logical **and necessary extension of the given facts.**”

**2. Corrections and Clarifications**

- 2.1 With the aforementioned in mind, the Tribunal wishes to make the following corrections and/or clarifications as set out herein.

**Charterers' Counterclaim for Off-Hire**

- 2.2 At around 11:30 LT on 15 February 2025, the UNVIM boarded the Vessel at Djibouti to commence their inspection of the Vessel.
- 2.3 At around 12:35 LT that same day, the UNVIM cleared the Vessel for sailing to Saleef.

2.4 In light of the aforementioned:

- (a) the period of off hire claimed for by Charterers in their Defence and Counterclaim Submissions dated 15 September 2025 runs from 13:10 LT on 31 January 2025 to 12:35 LT on 15 February 2025;
- (b) the total period of off hire claimed for by Charterers is 14 days, 23 hours and 25 minutes;
- (c) all references to "USD 280,037.50" in the Settlement Agreement dated 18 May 2025, Claim Submissions dated 18 August 2025, and Defence and Counterclaim Submissions dated 15 September 2025 shall be corrected to "USD 269,562.50"; and
- (d) all references to USD 180,037.50 in the Settlement Agreement dated 18 May 2025, Defence and Counterclaim Submissions dated 15 September 2025 and Reply and Defence to Counterclaim Submissions dated 13 October 2025 shall be corrected to "USD 169,562.50".

Owners' Claim for Towage

2.5 Paragraph 38 of the Claim Submissions dated 18 August 2025 shall be amended as follows:

"38. Further and/or alternatively, the Owners are entitled to recover:

**38.1** the sum of **US\$470,250** as a debt; ~~and~~

**38.2** the sum of **US\$15,000** which they paid to Celestial Haulage for towage at the Port of Assab; and

**38.3** the sum of **US\$125,000.00** which they paid to the Djibouti authorities for the Charterers:

- a. pursuant to the indemnity in Clause A(2) of the **BIMCO Stowaway Clause**;
- b. under Clause 2 of the **amended NYPE form**, which on its proper construction provides that the Charterers are liable for this expense; and/or
- c. pursuant to the **implied indemnity** in the Charterparty, on the basis that this is a kind of loss and/or damage, or liability which has been incurred, as a result of the Owners complying with the Charterers' orders to proceed to the Port of Djibouti notwithstanding the presence of the three (3) stowaways on board the Vessel."

2.6 The incident on 29 December 2024 was the first cyberattack at the Port of Assab since the cyberattack on 28 January 2019.

Applicable Time Zone

2.7 All references to "LT" or "local time" are to the time zone where the Vessel is at the time of the event save that, in respect as to when payments were received pursuant to the Settlement Agreement dated 18 May 2025, the references to "LT" or "local time" are to Ethiopian time (being the place where the Time Charterparty was concluded).

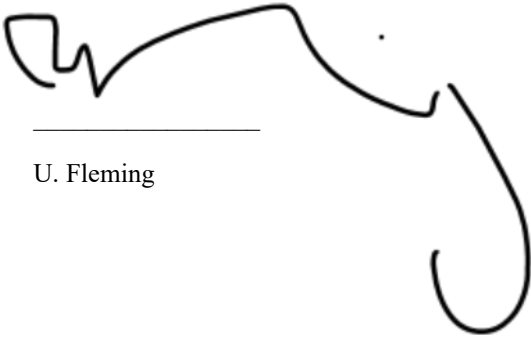
Typographical Errors

2.8 The references to "West Africa" and "West African" in the Shipping Weekly Article dated 12 December 2024 and Eritrea Today Article dated 9 December 2024 should read "East Africa" and "East African".

2.9 Point No. 22 of the Agreed Chronology should read "Vessel sails from Assab" instead of "Vessel sails from Djibouti".

Dated this 13th day of March 2026

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U. Fleming