



BPVOY4

VOYAGE CHARTER PARTY

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Registered in England and Wales: No. 140132

Registered Office:- Breakspear Park, Breakspear Way, Hemel Hempstead, Herts, HP2 4UL.

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Codeword for this Charterparty
"BPVOY4"

VOYAGE CHARTER PARTY

Date

1

2 ***It is this day agreed between***
3 of

4
5 ("Owners") being owners/disponent owners of the motor/steam tank vessel (delete as

6 applicable) called ("Vessel")

7 and

8 of

9

10 ("Charterers") that the service for which provision is herein made shall be subject to the
11 terms and conditions of this Charter which comprises PART 1 and PART 2 and the "BP
12 Shipping Questionnaire" (which term shall mean the document attached as Appendix 1
13 of this Charter or such subsequent editions of the BP Shipping Questionnaire as may
14 be correct as at the date of this Charter).

15 ***Unless the context otherwise requires, words denoting the singular include the plural***
16 ***and vice versa.***

17 ***In the event of any conflict between the provisions of PART 1 and PART 2 of this***
18 ***Charter, the provisions of PART 1 shall prevail.***

19 ***In the event of any conflict between the provisions of PART 1 or PART 2 of this Charter***
20 ***and any provisions in the BP Shipping Questionnaire, the provisions of PART 1 or***
21 ***PART 2 of this Charter shall prevail.***

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PART 1

A. Name of Vessel

B. Description of Vessel

Owners undertake that the Vessel conforms to the following description:-

- (1) Summer Deadweight (SDWT) on assigned summer freeboard Tonnes
- (2) Salt Water draught (on SDWT) Metres
- (3) Flag
- (4) Year Built
- (5) Length Overall Metres
- (6) Beam .. Metres
- (7) Cargo tank capacity at 98% excluding slop tanks Cu. Metres
- (8) Capacity of slop tanks at 98% Cu. Metres
- (9) The Vessel is (delete as applicable) Segregated Ballast Tanker (SBT)/Clean Ballast Tanker (CBT)
- (10) Crude Oil Washing (COW) (delete as applicable) YES/NO
- (11) Inert Gas System (IGS) (delete as applicable) YES/NO
- (12) Closed Cargo Operations (delete as applicable) YES/NO
- (13) The Vessel has (delete as applicable) Double Bottom/Double Sides
- (14) Tonnes Per Centimetre Immersion (TPC) Tonnes
- (15) Bow to Centre of Manifold (BCM) Metres
- (16) Derricks/Cranes - Number and Capacity
- (17) Tongue Type Bow Chain Stoppers:-
 - (a) Number
 - (b) Safe Working Load Tonnes
 - (c) Nominal Diameter of Chain Millimetres
- (18) Keel to Top of Mast (KTM) Metres
- (19) Tank Coatings (Type)
- (20) Heating Coils (Type)
- (21) Classification Society and Class Notation
- (22) Gross Tonnage (GT) Tonnes
- (23) Suez Canal Net Registered Tonnage (SCNRT) Tonnes
- (24) Panama Canal Net Registered Tonnage (PCNRT) Tonnes
- (25) Charter Speed (weather and safe navigation permitting) Knots ("Charter Speed")
- (26) Maximum Speed (weather and safe navigation permitting) Knots ("Maximum Speed")
- (27) Last Cargoes:-
 - (a) Last
 - (b) Second Last
 - (c) Third Last

C. Cargo Quantity

D. Cargo Description

E. Loading Port(s)/Range(s) at Charterers' option

F. Discharge Port(s)/Range(s) at Charterers' option

72

73 **G. Laydays**

74 Commencing: 0001 hours local time on ("Commencement Date")

75 Cancelling: 1600 hours local time on ("Cancelling Date")

76 Vessel expected ready to load hours local time on based

77 on following current itinerary

78

79 **H. Freight Rate**

80 ("Freight Rate")

81 **Increase of Freight Rate applicable to increased speed per knot, or pro rata, between**

82 **Charter Speed and Maximum Speed:-**

83

84 **Overage (if any) at 50% of Freight Rate**

85 **I. Laytime** running hours

86 **J. Demurrage** US \$ per day or pro rata

87 **K. Owners' Payment Details**

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92 **L. Additional Clauses**

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97 **M. The "BP Shipping Questionnaire"** was last completed and submitted to Charterers on

98 and, were applicable, was confirmed as accurate on

100 **1. CONDITION OF VESSEL**

101 Owners shall, before, at the commencement of, and throughout the voyage carried
 102 out hereunder, exercise due diligence to make and maintain the Vessel, her tanks,
 103 pumps, valves and pipelines tight, staunch, strong, in good order and condition, in
 104 every way fit for the voyage and fit to carry the cargo stated in Sections C and D of
 105 PART 1, with the Vessel's machinery, boilers and hull in a fully efficient state, and
 106 with a full complement of Master, officers and crew who are fully qualified (as
 107 evidenced by internationally recognised certification and, where applicable,
 108 endorsements), and are experienced and competent to serve in the capacity for
 109 which they are hired. Owners undertake that the Vessel shall be operated in
 110 accordance with the recommendations set out in the 1996 Edition of ISGOTT, as
 111 amended from time to time.

112 **2. CHARTERING QUESTIONNAIRE**

113 2.1 Prior to agreement being reached between Owners and Charterers on the terms
 114 and conditions of this Charter, Owners have either:-

115 2.1.1 completed and submitted, or have authorised their brokers to complete
 116 and submit, the BP Shipping Questionnaire; or

117 2.1.2 confirmed, or have authorised their brokers to confirm, in writing to
 118 Charterers that each and every response given by Owners in the BP
 119 Shipping Questionnaire last completed and submitted to Charterers in
 120 respect of the Vessel remains correct and accurate in every particular;

121 in each case on the date stated in Section M of PART 1.

122 2.2 Notwithstanding the date on which the BP Shipping Questionnaire was last
 123 completed by Owners and submitted to Charterers in respect of the Vessel, it is
 124 a condition of this Charter that the responses in the BP Shipping Questionnaire
 125 are correct as at the date hereof. If any response proves to be incorrect, and as
 126 a consequence Charterers are likely to, or do, suffer prejudice or are likely to,
 127 or do, incur loss, damage, cost or expense, Charterers shall be entitled either:-

128 2.2.1 to cancel this Charter forthwith without prejudice to any other rights
 129 available to them under this Charter or otherwise under English law; or

130 2.2.2 to recover, by deduction from freight or otherwise, the said loss, damage,
 131 cost and expense.

132 **3. LOADING/COMPLIANCE WITH CHARTERERS' VOYAGE ORDERS**

133 3.1 Subject to the provisions of this Charter the Vessel shall proceed to the loading
 134 port (the term "port" shall include any port, berth, dock, loading or discharging
 135 anchorage or offshore location, submarine line, single point or single buoy
 136 mooring facility, alongside vessels or lighters, or any other place whatsoever as
 137 the context requires) stated in Section E of PART 1, or to such other port
 138 (always within the Ranges stated in Section E of PART 1) as is separately or
 139 subsequently identified in Charterers' Voyage Orders (which term shall mean
 140 any written instruction issued by Charterers in respect of the Vessel at any time
 141 during the period of this Charter, including any amendments, corrections or
 142 revisions thereto), or so near thereto as she may safely reach and there load the
 143 cargo stated in Sections C and D of PART 1 subject to any clarification of cargo
 144 loading instructions as may be provided in Charterers' Voyage Orders.

145 3.2 Owners undertake that the Vessel is able to load, carry and discharge the
146 quantities, grades and segregations of cargo stated in Sections C and D of PART
147 1, without loading on top of tank washings ("slops"). Charterers shall not be
148 liable for any loss, damage (including deadfreight), cost or expense incurred by
149 Owners by reason of the Vessel being unable to load in accordance with this
150 undertaking. Loading on top of slops shall not be permitted without
151 Charterers' prior agreement in writing.

152 The cargo loaded on board the Vessel shall not exceed the quantity which she
153 can reasonably stow and carry over and above her equipment and provisions
154 and shall in any case not exceed the quantity permitted by the International
155 Load Line Convention, 1966, or any modification or amendment thereof as may
156 be applicable to the voyage to be performed hereunder.

157 3.3 Owners undertake that the Vessel shall, upon completion of loading the cargo,
158 proceed at the speed stated in Section B.25 of PART 1 ("Charter Speed"), or at
159 such her speed, not exceeding the speed stated in Section B.26 of PART 1
160 ("Maximum Speed"), as may be stated in Charterers' Voyage Orders, to the
161 discharge port stated in Section F of PART 1, or to such other port or location
162 permitted under this Charter, in accordance with Charterers' Voyage Orders, or
163 so near thereto as she may safely reach, and deliver the cargo in consideration
164 of the payment of freight as provided in Clause 31.

165 3.4 Charterers shall have the right at any time during the voyage to instruct Owners
166 to adjust the Vessel's speed. Charterers shall not instruct Owners to increase
167 the Vessel's speed such as to require the Vessel to proceed in excess of the
168 Maximum Speed. If Owners increase the speed of the Vessel in accordance
169 with Charterers' Voyage Orders, any increase in the freight rate consequent
170 thereon shall be calculated in accordance with the Example set out in Clause
171 31.

172 3.5 If the Vessel fails to maintain Charter Speed, or Owners fail to comply with any
173 instructions in Charterers' Voyage Orders requiring an increase of speed
174 pursuant to this Clause 3, Owners shall, subject to Clause 38, be liable for all
175 loss, damage, cost and expense arising as a direct consequence thereof save to
176 the extent that Owners can prove that such failure was attributable either to
177 adverse weather conditions and sea state or to the requirements for the safe
178 navigation of the Vessel. Charterers shall be entitled to deduct any such loss,
179 damage, cost and expense from any demurrage due to Owners hereunder
180 without prejudice to any other rights available to Charterers under this Charter
181 or otherwise under English law.

182 4. ESTIMATED TIMES OF ARRIVAL

183 4.1 If the Master fails to comply with any of the following provisions any delay
184 resulting therefrom, either at the loading or discharge port, shall not count as
185 laytime or, if the Vessel is on demurrage, as demurrage and Owners shall be
186 responsible for any additional loss, damage, cost and expense incurred by
187 Charterers arising from such non-compliance.

188 4.2 The Master shall send messages by telex to Charterers, the Agents (which term
189 wherever used in this Charter shall mean the Vessel's agents under Clause 15)
190 and to any other parties as required by Charterers (hereafter referred to
191 collectively as the "ETA Notify Parties"), advising the date and estimated time of
192 the Vessel's arrival ("ETA"). Such messages shall be sent upon the Vessel's
193 sailing from the last discharge port and seven (7) days and seventy-two (72),
194 forty-eight (48) and twenty-four (24) hours prior to the Vessel's ETA at each
195 loading port. If the Vessel is at sea or elsewhere when ordered by Owners to
196 proceed to a loading port the Master shall, if the Vessel is less than seven (7)
197 days or seventy-two (72), forty-eight (48) or twenty-four (24) hours from that

- 198 loading port, immediately notify the ETA Notify Parties of the Vessel's ETA at
 199 that loading port. Thereafter, the Master shall advise the ETA Notify Parties of
 200 the Vessel's ETA at such of the times as aforesaid as are applicable or
 201 immediately provide them with such other ETAs as Charterers may require.
- 202 4.3 The Master shall send messages by telex to the ETA Notify Parties advising the
 203 Vessel's ETA at each discharge port, together with information as to the Vessel's
 204 expected arrival draught on even keel, immediately upon the Vessel leaving the
 205 final loading port and thereafter, where applicable, seven (7) days, seventy-two
 206 (72), forty-eight (48) and twenty-four (24) hours prior to the Vessel's ETA at
 207 each discharge port or immediately provide the ETA Notify Parties with such
 208 other ETAs as Charterers may require.
- 209 4.4 The Master shall also advise the ETA Notify Parties by telex of any variation
 210 of more than six (6) hours in estimated times of arrival at the loading and/or
 211 discharge ports.
- 212 4.5 Charterers may require Owners to provide them with copies of all telexes
 213 (showing answerbacks) to be sent under this Clause 4 and Owners shall
 214 promptly comply with such requirement.
- 215 **5. LOADING AND DISCHARGE PORT/SHIFTING**
- 216 5.1 The Vessel shall be loaded and discharged at any port in accordance with
 217 Charterers' Voyage Orders. Before instructing Owners to direct the Vessel to
 218 any port, Charterers shall exercise due diligence, to ascertain that the Vessel can
 219 always lie safely afloat at such port, but Charterers do not warrant the safety of
 220 any port and shall be under no liability in respect thereof except for loss
 221 or damage caused by Charterers' failure to exercise due diligence.
- 222 5.2 Charterers shall have the option of instructing Owners to load the Vessel at
 223 more than one berth at each loading port and to discharge at more than one
 224 berth at each discharge port in which event Owners shall, in the first instance,
 225 pay expenses arising from any of the following movements of the Vessel:-
- 226 5.2.1 unmooring at, and pilotage and towage off, the first loading or discharge
 227 berth;
- 228 5.2.2 mooring and unmooring at, and pilotage and towage on to and off, any
 229 intermediate loading or discharge berth; and
- 230 5.2.3 mooring at, and pilotage and towage on to, the last loading or discharge
 231 berth
- 232 Charterers shall reimburse Owners in respect of expenses properly incurred,
 233 arising from any of the aforementioned movements, upon presentation by
 234 Owners of all supporting invoices evidencing prior payment by Owners.
- 235 5.3 Charterers shall reimburse Owners in respect of any dues and/or other charges
 236 incurred in excess of those which would have been incurred if all the cargo
 237 required to be loaded or discharged at the particular port had been loaded or
 238 discharged at the first berth only. Time used on account of shifting shall count
 239 as laytime or, if the Vessel is on demurrage, as demurrage, except as otherwise
 240 provided in Clauses 17 and 18.2.
- 241 5.4 For the purpose of the payment of freight, the places grouped in the section
 242 "Port and Terminal Combinations", in the "New Worldwide Tanker Nominal
 243 Freight Scale" as amended from time to time ("Worldscale"), shall be considered
 244 as berths within a single port and Charterers shall pay shifting expenses in

245 accordance with the provisions of this Clause 5.

246 **6. NOTICE OF READINESS ("NOR")**

247 6.1 Upon arrival of the Vessel at each loading or discharge port the Master or
248 Agents shall tender NOR to Charterers or to their order when the Vessel is
249 ready in all respects to carry out Charterers' orders in accordance with the
250 provisions of this Charter. Such NOR may be tendered either by letter, telex,
251 facsimile or telephone (but if NOR is tendered by facsimile or telephone it shall
252 subsequently be confirmed promptly by telex). Owners shall provide
253 Charterers with an NOR Certificate signed by the Master and a Terminal
254 representative in respect of each port at which the Vessel loads or discharges.

255 6.2 NOR shall not be tendered, nor shall the Vessel proceed to berth, prior to the
256 Commencement Date stated in Section G of PART 1 without Charterers' prior
257 agreement in writing.

258 6.3 Notwithstanding tender of a valid NOR by the Vessel such NOR shall not be
259 effective, or become effective, for the purposes of calculating laytime, or if the
260 Vessel is on demurrage, demurrage unless and until the following conditions
261 have been met:-

262 6.3.1 in the case of the Vessel proceeding directly to the loading or discharging
263 place, she is securely moored and her gangway, if it is to be used, is in
264 place; or

265 6.3.2 in the case of the Vessel not berthing upon arrival and being instructed to
266 anchor, she has completed anchoring at an anchorage where vessels of
267 her type customarily anchor at the port or, if she has been instructed to
268 wait, she has reached the area within the port where vessels of her type
269 customarily wait; and

270 6.3.3 free pratique has been granted or is granted within six (6) hours of the
271 Master tendering NOR. If free pratique is not granted within six (6) hours
272 of the Master tendering NOR, through no fault of Owners, Agents, or
273 those on board the Vessel, the Master shall issue a protest in writing
274 ("NOP") to the port authority and the facility at the port ("Terminal")
275 failing which laytime or, if the Vessel is on demurrage, demurrage shall
276 only commence when free pratique has been granted; and

277 6.3.4 in the case of calls at US ports, a US Coast Guard Tanker Vessel
278 Examination Letter ("TVEL") has been issued, or in the case of calls at
279 non-US ports where any similar certificate is required to be issued by a
280 state authority at those ports prior to loading or discharging of cargo,
281 such certificate has been issued.

282 **7. LAYTIME/DEMURRAGE**

283 7.1 Charterers shall be allowed the number of hours stated in Section I of PART 1,
284 together with any period of additional laytime arising under Clause 7.3.1, as
285 laytime for loading and discharging and for any other purposes of Charterers in
286 accordance with the provisions of this Charter.

287 7.2 Sundays and holidays shall be included in respect of laytime for loading and
288 discharging, unless loading or discharging on the Sunday or holiday in question
289 is prohibited by law or regulation at the loading or discharge port. Charterers
290 shall have the right to require the Vessel to load and discharge during the
291 night, unless loading or discharging at night is prohibited by law or regulation
292 at the loading or discharge port.

- 293 7.3 Subject as provided elsewhere in this Charter:-
- 294 7.3.1 laytime for the purposes of loading shall not commence before 0600
295 hours local time on the Commencement Date stated in Section G of PART
296 1, unless with Charterers' prior agreement in writing, in which event
297 laytime shall commence when the Vessel commences loading. If the
298 Vessel, with Charterers' prior agreement in writing, has commenced
299 loading prior to 0600 hours local time on the Commencement Date, then
300 the time from the commencement of loading to 0600 hours local time on
301 the Commencement Date shall constitute additional laytime.
- 302 7.3.2 Laytime or, if the Vessel is on demurrage, demurrage shall commence, at
303 each loading and each discharge port, upon the expiry of six (6) hours
304 after a valid NOR has become effective as determined under Clause 6.3,
305 berth or no berth, or when the Vessel commences loading, or
306 discharging, whichever first occurs.
- 307 7.3.3 Laytime or, if the Vessel is on demurrage, demurrage shall run until the
308 cargo hoses have been finally disconnected upon completion of loading
309 or discharging, and the Master shall procure that hose disconnection is
310 effected promptly; provided always that if the Vessel is detained solely
311 for the purposes of awaiting cargo documents at loadport for more than
312 three (3) hours beyond the final disconnection of cargo hoses, laytime or
313 if the Vessel is on demurrage, demurrage shall recommence after such
314 period of three (3) hours and terminate upon the completion of cargo
315 documentation. If, after completion of loading or discharging, the Vessel
316 is required to proceed to an anchorage for Charterers' purposes, then the
317 time spent moving from the berth to the anchorage shall not count as
318 part of the period of three (3) hours referred to above or as laytime or, if
319 the Vessel is on demurrage, as demurrage.
- 320 7.4 Charterers shall pay demurrage at the rate stated in Section J of PART 1 per
321 running day, and pro rata for part of a running day, for all time that loading
322 and discharging and any other time counting as laytime exceeds laytime under
323 this Clause 7. If, however, demurrage is incurred by reason of the causes
324 specified in Clause 17, the rate of demurrage shall be reduced to one-half of
325 the rate stated in Section J of PART 1 per running day, or pro rata for part of a
326 running day, for demurrage so incurred.

327 8. CARGO TRANSFERS

- 328 8.1 Charterers shall have the option of transferring the whole or part of the cargo
329 (which shall include topping-off and lightening) to or from any other vessel
330 including, but not limited to, an ocean-going vessel, barge and/or lighter (the
331 "Transfer Vessel"). Such transfers may take place at an In-port Transfer
332 Position, an Additional Port Transfer Position and/or a Transshipment Area,
333 which terms shall have the following meanings when used in this Charter:-
- 334 8.1.1 "In-port Transfer Position":-
335 A position within a nominated loading or discharge port within the
336 Ranges stated in Sections E and F of PART 1 where part of the cargo is
337 transferred to or from a Transfer Vessel, provided that cargo operations
338 other than transfers to or from Transfer Vessels also take place within
339 this port.
- 340 8.1.2 "Additional Port Transfer Position":-
341 A position at a port in the Ranges stated in Sections E and F of PART 1,
342 or en route thereto, where part of the cargo is transferred to or from a
343 Transfer Vessel, provided that the only cargo operations taking place at
344 this port are transfers to or from Transfer Vessels, but the position is not

345 the first or sole loading position or last or sole discharge position under
346 this Charter.

347 8.1.3 "Transshipment Area":-
348 A position at a port in the Ranges stated in Sections E and F of PART 1,
349 where the whole or part of the cargo is transferred to or from a Transfer
350 Vessel, provided that the only cargo operations taking place at this port
351 are transfers to or from Transfer Vessels, and the position is the first or
352 sole loading position or last or sole discharge position under this Charter.

353 All transfers of cargo to or from Transfer Vessels shall be carried out in
354 accordance with the recommendations set out in the latest edition of the
355 "ICS/OCIMF Ship to Ship Transfer Guide (Petroleum)". Owners undertake that
356 the Vessel and her crew shall comply with such recommendations, and
357 similarly Charterers undertake that the Transfer Vessel and her crew shall
358 comply with such recommendations. Charterers shall provide and pay for all
359 necessary equipment including suitable fenders and cargo hoses. Charterers
360 shall have the right, at their expense, to appoint supervisory personnel to
361 attend on board the Vessel, including a mooring master, to assist in such
362 transfers of cargo.

363 **8.2 In-port Transfer Position.**

364 An In-port Transfer Position shall not constitute an additional loading or
365 discharge port for the purposes of calculating freight and the freight rate for the
366 voyage shall be the same as if no cargo transfer at such In-port Transfer
367 Position had taken place. If the Vessel moves from an In-port Transfer Position
368 to berth, or vice versa, such movement shall not be deemed to constitute
369 shifting under Clause 5. Charterers shall reimburse Owners for any additional
370 port costs incurred by Owners in complying with Charterers' instructions under
371 this Clause 8.2.

372 Subject to the exceptions and exclusions of laytime and/or demurrage found
373 elsewhere in this Charter, including but not limited to those under Clauses 17
374 and 18, the time used at an In-port Transfer Position shall count as laytime or,
375 if the Vessel is on demurrage, as demurrage. If an In-port Transfer Position is
376 the first position at which loading or discharge takes place within that port then
377 laytime shall commence in accordance with Clauses 7.3.1 and 7.3.2. If an In-
378 port Transfer Position is the last position at which loading or discharge takes
379 place within that port then laytime shall end when unmooring has been
380 completed and fenders have been removed from the Vessel.

381 **8.3 Additional Port Transfer Position.**

382 Except for the purposes of calculating laytime and/or demurrage, the Additional
383 Port Transfer Position shall not constitute an additional loading or discharge
384 port and the freight rate for the voyage shall be the same as if no cargo transfer
385 at such Additional Port Transfer Position had taken place.

386 Subject to the exceptions and exclusions of laytime and/or demurrage found
387 elsewhere in this Charter (save that the provisions of Clause 18.1 shall not
388 apply to this Clause 8.3), the time used at an Additional Port Transfer Position
389 shall count as laytime or, if the Vessel is on demurrage, as demurrage. Laytime
390 or, if the Vessel is on demurrage, demurrage, shall commence when a valid
391 NOR has been tendered at the Additional Port Transfer Position and has
392 become effective as determined under Clause 6.3, and shall end when
393 unmooring has been completed and fenders have been removed from the
394 Vessel. For this purpose Charterers shall not have the benefit of the period of
395 six (6) hours provided in Clause 7.3.2.

396 Any additional period by which the steaming time taken to reach the next
397 loading or discharge port via an Additional Port Transfer Position exceeds the
398 time that should have been taken had the Vessel proceeded to the next port

399 directly shall count as laytime or, if the Vessel is on demurrage, as demurrage.
400 Such additional period shall be the time required for the Vessel to steam the
401 additional distance at the average speed actually achieved by the Vessel during
402 the voyage or the Charter Speed as stated in Section B.25 of PART 1, whichever

404 Charterers shall pay Owners for additional bunkers consumed for steaming
405 the additional distance at the price paid by Owners, net of all discounts and
406 rebates, for the last bunkers lifted.

407 Charterers shall reimburse Owners for any additional port costs incurred by
408 Owners in complying with Charterers' instructions under this Clause 8.3.

409 **8.4 Transshipment Area.**

410 A Transshipment Area shall be deemed to be a port for the purposes of
411 calculating freight and the freight rate for the voyage shall be the rate as
412 published in Worldscale for the relevant Transshipment Area. If a rate is not
413 already published for the relevant Transshipment Area the rate shall be the rate
414 determined by Worldscale on the application of either party.

415 Subject to the exceptions and exclusions of laytime and/or demurrage found
416 elsewhere in this Charter, including but not limited to those under Clauses 17
417 and 18, the time used at a Transshipment Area shall count as laytime or, if the
418 Vessel is on demurrage, as demurrage. Laytime or, if the Vessel is on
419 demurrage, demurrage, shall commence and end in accordance with Clause 7.3.

420 **9. DOCUMENTATION**

421 9.1 Owners undertake that for the duration of this Charter the Vessel shall have on
422 board all such valid documentation as may, from time to time, be required to
423 enable the Vessel to enter, carry out all required operations at, and leave,
424 without let or hindrance, all ports to which the Vessel may be directed under
425 the terms of this Charter and Owners hereby expressly undertake that:-

426 9.1.1 they shall be responsible for any loss, damage, delay, cost or expense;
427 and

428 9.1.2 time shall not count as laytime or, if the Vessel is on demurrage, as
429 demurrage, during any period in which the Vessel is not fully and freely
430 available to Charterers,

431 as a result of action, or the threat thereof, taken against her by any government,
432 government organisation, competent authority, person or organisation, owing
433 to her flag, failure to have on board valid documentation as aforesaid or any
434 dispute relating to the wages, or crew employment policy of Owners or to the
435 condition of the Vessel or her equipment.

436 **10. DRUGS AND ALCOHOL POLICY**

437 10.1 Owners undertake that they have, and shall maintain for the duration of this
438 Charter, a policy on Drugs and Alcohol Abuse applicable to the Vessel (the "D
439 & A Policy") that meets or exceeds the standards in the OCIMF Guidelines for
440 the Control of Drugs and Alcohol Onboard Ship 1995 as amended from time to
441 time.

442 10.2 Owners shall exercise due diligence to ensure that the D & A Policy is
443 understood and complied with on and about the Vessel. An actual impairment,
444 or any test finding of impairment, shall not in and of itself mean that Owners
445 have failed to exercise due diligence.

446 10.3 Owners undertake that to the best of their knowledge, information and belief,
447 having made due inquiry, neither the Master, nor any officer or crew member

448 has any un-spent convictions whatsoever concerning drug or alcohol abuse.

449 **11. CLEANING OF VESSEL'S TANKS, PUMPS AND PIPELINES**

450 Without prejudice to Clause 1, Owners shall exercise due diligence to ensure that the
451 Vessel presents for loading with her tanks, pumps and pipelines properly cleaned to
452 the satisfaction of any inspector appointed by or on behalf of Charterers and ready
453 for loading the cargo described in Sections C and D of PART 1. Any time used to
454 clean tanks, pumps and pipelines to Charterers' inspector's satisfaction shall not count
455 as laytime or, if the Vessel is on demurrage, as demurrage and shall, together with
456 any costs incurred in the foregoing operations, be for Owners' account.

457 **12. INERT GAS SYSTEM ("IGS")**

458 12.1 Owners undertake that the Vessel is equipped with a fully functional IGS which
459 is in full working order, and is or is capable of being fully operational on the
460 date hereof and that they shall so maintain the IGS for the duration of this
461 Charter, and that the Master, officers and crew are properly qualified (as
462 evidenced by appropriate certification) and experienced in, the operation of the
463 IGS. Owners further undertake that the Vessel shall arrive at the loading port
464 with her cargo tanks fully inerted and that such tanks shall remain so inerted
465 throughout the voyage and the subsequent discharging of the cargo. Any time
466 lost owing to deficient or improper operation of the IGS shall not count as
467 laytime or, if the Vessel is on demurrage, as demurrage.

468 12.2 The Vessel's IGS shall fully comply with Regulation 62, Chapter II-2 of the
469 SOLAS Convention 1974 as modified by its Protocol of 1978 and any
470 subsequent amendments and Owners undertake that the IGS shall be operated
471 by the Master, officers and crew in accordance with the operational procedures
472 as set out in the IMO publication entitled "Inert Gas Systems" (IMO 860E) as
473 amended from time to time.

474 12.3 If Charterers so require, Owners shall arrange for the Vessel's tanks to be de-
475 pressurised to facilitate gauging and sampling or to be de-inerted or gas freed
476 to facilitate inspection, in each case in accordance with the operational
477 procedures referred to in Clause 12.2. Any time taken to de-pressurise, gauge,
478 sample and re-pressurise, or to de-inert or gas free, inspect and re-inert
479 thereafter shall count as laytime or, if the Vessel is on demurrage, as
480 demurrage.

481 **13. CLOSED CARGO OPERATIONS**

482 13.1 Owners undertake that the Vessel complies with, and shall be operated for the
483 duration of this Charter in accordance with, the recommendations regarding
484 closed loading and closed discharging operations as set out in the 1996 Edition
485 of ISGOTT as amended from time to time.

486 13.2 If the Vessel has closed sampling equipment, such equipment shall be used,
487 when appropriate, during this Charter.

488 **14. OILY RESIDUES/CLEAN BALLAST**

489 14.1 The Vessel shall arrive at the loading port with clean ballast as defined in
490 Regulation 1 (16) of Regulations for the Prevention of Pollution by Oil in Annex
491 1 of MARPOL unless otherwise agreed. Owners shall instruct the Master to
492 retain on board all oily residues of a persistent nature remaining in the Vessel
493 from the previous cargo. The Master shall, during tank washing, collect the
494 resultant slops into one cargo tank and after maximum separation of the free
495 water, discharge the water so separated overboard. Upon completion of this
496 operation the Master shall notify Charterers by telex of the origin and estimated

497 tonnage of the slops remaining in the said cargo tank, giving a separate
498 estimated quantity for both oil and water. The Master shall further advise
499 whether during deballasting operations it will be necessary to transfer any
500 quantity of ballast water into the cargo tank containing slops. The Master shall
501 minimise the quantity of water retained which in any event shall not exceed
502 0.15% of the Vessel's current summer deadweight tonnage. In discharging all
503 water separated as aforesaid the Master shall comply with the requirements of
504 the International Convention for the Prevention of Pollution from Ships 1973, as
505 amended by its Protocol of 1978 (MARPOL 73/78), insofar as these do not
506 conflict with any applicable law.

507 14.2 Upon the Vessel's arrival at the loading port the Master, in conjunction with
508 cargo suppliers, shall arrange for the quantity of all segregated slops to be
509 measured (inclusive of any ballast water) and shall make a note in the Vessel's
510 ullage record of the quantity so measured. The Master shall provide Charterers
511 with a slops certificate countersigned by a Terminal representative.

512 14.3 Without prejudice to the provisions of Clause 3.2 Charterers shall be entitled to
513 instruct Owners to load the cargo on top of slops from previous voyages and
514 to discharge such slops together with the cargo loaded hereunder, in which
515 case freight shall be paid under Clause 31 at 50% of the Freight Rate stated in
516 Section H of PART 1 on the net oil quantity of slops, up to a tonnage
517 equivalent to 1% of the Vessel's summer deadweight; otherwise no freight shall
518 be payable on slops. Notwithstanding the foregoing, if the provision for freight
519 for the voyage is on a lump sum basis then Charterers shall have no liability to
520 pay freight on slops. Irrespective of whether Charterers exercise their right to
521 determine the disposal of slops, nothing herein shall give, or be construed as
522 giving, Owners permission to contravene any applicable laws, conventions or
523 regulations regarding the discharge of slops or oily residues. If Charterers
524 instruct Owners to discharge slops ashore at a loading port where slop
525 reception facilities are available, the time used for discharging slops shall not
526 count against laytime or, if the Vessel is on demurrage, as demurrage and all
527 expenses incurred shall be for Owners' account.

528 If a Terminal representative insists that ballast is discharged ashore and, as a
529 result thereof, a freight differential in Worldscale applies, Charterers shall not be
530 liable to pay the freight differential but, in lieu thereof, shall reimburse Owners
531 in respect of the cost actually incurred by them, upon receipt by Charterers of
532 full supporting documentation from Owners. Charterers shall only be liable to
533 reimburse Owners for quantities of ballast discharged up to a maximum
534 equivalent to 30% of the Vessel's current summer deadweight.

535 14.4 Charterers shall have no liability to pay deadfreight to Owners pursuant to this
536 Clause 14 unless Charterers have initially instructed Owners to load the cargo
537 on top of slops but have subsequently instructed Owners to keep slops
538 segregated.

539 **15. AGENCY**

540 Charterers shall nominate Agents at loading and discharge ports but such Agents shall
541 be employed, instructed and paid by Owners.

542 **16. CANCELLATION**

543 16.1 Time shall be of the essence in relation to the arrival of the Vessel at the first
544 loading port under this Charter. Owners undertake to advise Charterers
545 promptly if at any time Owners or the Master have reason to believe that the
546 Vessel may not arrive at the first loading port by the Cancelling Date stated in
547 Section G of PART 1 or by any new cancelling date determined under this
548 Clause 16.

- 549 16.2 If the Vessel is not ready to load by the Cancelling Date stated in Section G of
550 PART 1 or by any new cancelling date determined under this Clause 16
551 Charterers shall have the option of cancelling this Charter which option shall be
552 exercisable within forty-eight (48) hours after the Cancelling Date or any new
553 cancelling date determined under this Clause 16.
- 554 16.3 If at any time it appears to Charterers that the Vessel's arrival at the first loading
555 port will be delayed beyond the Cancelling Date, or beyond any new
556 cancelling date determined under this Clause 16, Charterers may require
557 Owners to notify Charterers in writing of the date and time that they expect the
558 Vessel to be ready to load. In such case, Owners shall provide such
559 information in writing within twelve (12) hours of Charterers' request.
- 560 If the date and time so notified by Owners falls after the Cancelling Date then
561 Charterers shall have the option of cancelling this Charter which option shall be
562 exercisable within ninety-six (96) hours (Sundays and holidays excepted) of receipt of
563 the said notice from Owners or within forty-eight (48) hours after the
564 Cancelling Date, whichever is earlier.
- 565 If Charterers do not exercise their option to cancel this Charter then the new
566 cancelling date for the purpose of this Clause 16 shall be twelve (12) hours
567 after the date and time notified by Owners, or such other date and time as may
568 be mutually agreed.
- 569 16.4 If Owners fail, or fail timeously, to respond in writing to Charterers when
570 required to do so under Clause 16.3, Charterers shall have the option of
571 cancelling this Charter, which option shall be exercisable within ninety-six (96)
572 hours (Sundays and holidays excepted) after the period allowed for Owners'
573 response under Clause 16.3.
- 574 16.5 Whether or not Charterers exercise their option to cancel this Charter shall be
575 entirely without prejudice to any claim for damages which Charterers may have
576 in respect of the Vessel not being ready to load by the Cancelling Date stated in
577 Section G of PART 1 or by any new cancelling date determined under this
578 Clause 16.
- 579 16.6 Where the Vessel arrives after the Cancelling Date, or if the Vessel arrives by or
580 after any new cancelling date determined under this Clause 16, laytime shall
581 commence either when the Vessel commences loading or twenty-four (24)
582 hours after tendering of a valid NOR that has become effective under Clause
583 6.3, whichever first occurs. However, where the arrival of the Vessel after the
584 Cancelling Date, or after the new cancelling date as the case may be, results
585 solely from Charterers' instructions under Clause 22.1, laytime shall commence
586 in accordance with the provisions of Clauses 7.3.1 and 7.3.2.

587 **17. HALF LAYTIME/HALF DEMURRAGE/FORCE MAJEURE**

588 Any delay arising from adverse tidal conditions which could not reasonably have
589 been predicted, adverse weather, adverse sea state conditions, blockage of access to
590 a port due to casualty or wreck, fire, explosion, breakdown or failure of equipment,
591 plant or machinery in or about any loading or discharge port, Act of God, act of war,
592 labour dispute, strike, riot, civil commotion, or arrest or restraint of princes, rulers or
593 peoples shall count as one half laytime or, if the Vessel is on demurrage, at one half
594 of the demurrage rate provided always that the cause of the delay was not within the
595 reasonable control of Charterers or Owners, as the case may be, or their respective
596 servants or agents.

597 **18. SUSPENSION OF LAYTIME/DEMURRAGE**

- 598 18.1 Time shall not count against laytime or, if the Vessel is on demurrage, as
599 demurrage when spent or lost:-
- 600 18.1.1 on an inward passage, including awaiting daylight, tide, opening of
601 locks, pilot or tugs or moving from an anchorage, even if topping
602 off and/or lightening has taken place at that anchorage, until the
603 Vessel is securely moored and the Vessel's gangway, if it is to be
604 used, is in place at the berth or other loading or discharge port as
605 ordered by Charterers;
- 606 18.1.2 on an outbound passage to an In-port Transfer Position, which
607 passage shall be deemed to commence upon the disconnection of
608 cargo hoses and end upon the Vessel's arrival at such In-port
609 Transfer position; or
- 610 18.1.3 as a result of a labour dispute, or strike, involving tugs or pilots.
- 611 18.2 Nor shall time count against laytime or, if the Vessel is on demurrage, as
612 demurrage when spent or lost:-
- 613 18.2.1 as a result, whether directly or indirectly, of breakdown, defect,
614 deficiency or inefficiency of, or other cause attributable to, the
615 Vessel, Master, officers, crew, Owners or their servants or agents;
- 616 18.2.2 as a result of a labour dispute, or strike, involving the Master,
617 officers or crew of the Vessel;
- 618 18.2.3 in, or in connection with, the handling of ballast unless this is
619 carried out concurrently with loading or discharging of cargo such
620 that no loss of time is involved;
- 621 18.2.4 in, or in connection with, the discharging of slops unless the
622 discharging is carried out concurrently with loading or discharging
623 of cargo such that no loss of time is involved; or
- 624 18.2.5 in cleaning tanks, pumps and pipelines under Clause 11.
- 625 18.3 Nothing contained in this Clause 18 shall be affected by the provisions of
626 Clause 38.
- 627 **19. PART A. LOADING AND DISCHARGE OF CARGO**
- 628 19.1 For the purposes of this Clause 19:-
- 629 "full cargo" shall mean the quantity of cargo stated in Section C of PART 1
630 or the total cargo actually loaded as ascertained by adding
631 together the quantities of cargo loaded under each Bill of
632 Lading issued under this Charter, whichever is the greater;
- 633 "part cargo" shall mean either the total cargo actually loaded, if less than
634 the quantity stated in Section C of PART 1, or the quantity of
635 each parcel loaded or discharged separately, as the context
636 may require;
- 637 "bulk discharge" shall mean the period of time taken by the Vessel to
638 discharge the full cargo or part cargo, as the case may be,
639 excluding any time during which only tank stripping and/or
640 crude oil washing operations are being performed.

- 641 19.2 The cargo shall be pumped into the Vessel at the expense and risk of
642 Charterers and pumped out of the Vessel at the expense and risk of Owners, in
643 each case only as far as the Vessel's manifold.
- 644 Owners shall, if requested, make available the personnel, equipment and
645 facilities on board the Vessel which are required for the connection and
646 disconnection of hoses for loading and discharging. Any delay resulting from
647 the failure by Owners to provide such personnel, equipment and facilities shall
648 not count as laytime or, if the Vessel is on demurrage, as demurrage. The
649 Master may require shore supervision of, and approval for, the connection and
650 disconnection of hoses.
- 651 19.3 Owners undertake that:-
- 652 19.3.1 the Vessel shall load cargo at the maximum safe rate and in any
653 event shall load a full cargo within a maximum period of twenty
654 -four (24) hours, or pro-rata in the case of a part cargo, provided
655 always that the cargo is capable of being supplied within such
656 time; and
- 657 19.3.2 the Vessel shall discharge cargo at the maximum safe rate and in
658 any event shall, in the case of cargoes of one or more segregated
659 grades/parcels discharged concurrently or consecutively, discharge
660 a full cargo within twenty-four (24) hours, or pro rata in the case of
661 a part cargo, or shall maintain a minimum discharge pressure of
662 seven (7) bar at the Vessel's manifold throughout the bulk
663 discharge provided always that the cargo is capable of being
664 received within such time or at such pressure. If restrictions are
665 imposed by the Terminal during discharge, or if physical attributes
666 of the Terminal restrict the discharge rate or pressure, Owners shall
667 only be relieved of the aforesaid obligation for the period and to
668 the extent such restrictions or attributes impede the discharge rate
669 or pressure. The Terminal shall have the right to gauge discharge
670 pressure at the Vessel's manifold.
- 671 19.4 Any additional time used as a result of the inability of the Vessel to discharge
672 the full cargo within twenty-four (24) hours, or pro rata in the case of a part
673 cargo, or to maintain a minimum discharge pressure of seven (7) bar at the Vessel's
674 manifold throughout the discharge or failure by the Vessel to meet any
675 lesser performance required pursuant to a restriction imposed by the Terminal,
676 shall be for Owners' account and shall not count as laytime or, if the Vessel is
677 on demurrage, as demurrage.
- 678 19.5 In the case of multiple grades of cargoes where the total time taken to
679 discharge the full cargo is in excess of twenty-four (24) hours (or pro rata in
680 the case of a part cargo) and the Vessel fails to maintain a minimum discharge
681 pressure of seven (7) bar throughout the discharge, each grade carried will be
682 assessed separately as follows:-
- 683 19.5.1 The twenty-four (24) hours' allowance (pro rated in the case of
684 a part cargo) plus the appropriate crude oil washing allowance, if
685 any, calculated in accordance with Clause 19.8, shall be
686 apportioned to each grade, which is discharged consecutively, in
687 the ratio that the quantity of that grade discharged bears to the total
688 quantity of all grades of cargo discharged consecutively. This ratio
689 shall be calculated by dividing the quantity of each grade that is
690 discharged consecutively by the aggregate bill of lading quantities
691 for all grades discharged consecutively. For the purposes of this
692 apportionment, where two (2) or more grades are discharged
693 concurrently, the quantities so discharged shall be aggregated and

- 694 treated as one grade.
- 695 19.5.2 The allowance apportioned to each grade pursuant to Clause 19.5.1
696 shall then be offset against the total time actually taken to discharge
697 that grade. Any excess time will not count against used laytime or,
698 if the Vessel is on demurrage, as demurrage. However, if the
699 Vessel maintains a minimum discharge pressure of seven (7) bar
700 throughout the bulk discharge of a particular grade then the time
701 taken to discharge that grade will count in full against used laytime
702 or, if the Vessel is on demurrage, as demurrage.
- 703 19.6 If the full cargo cannot be delivered to the Vessel at the rate requested by the
704 Master or within the time allowed in Clause 19.3.1 or if the Terminal is unable
705 to receive the full cargo within twenty-four (24) hours or at a discharge
706 pressure of seven (7) bar measured at the Vessel's manifold, the Master shall
707 present a Note of Protest ("NOP") to a Terminal representative detailing any
708 Terminal restrictions and/or deficiencies as soon as they are imposed and/or
709 become apparent and shall use all reasonable endeavours to have the NOP
710 signed by the Terminal representative. If the Master is unable to obtain a
711 signature from the Terminal representative he shall present a further NOP
712 recording the failure of the Terminal representative to sign the original NOP. In
713 the case of restrictions imposed by the Terminal or arising from physical
714 attributes of the Terminal, the Master shall ensure that such restrictions are
715 clearly recorded in the Vessel's Pumping Log.
- 716 19.7 No claim by Owners in respect of additional time used in the cargo operations
717 carried out under this Clause 19 shall be considered by Charterers unless it is
718 accompanied by the following supporting documentation:-
- 719 19.7.1 the Vessel's Pumping Log signed by a senior officer of the Vessel
720 and a Terminal representative showing at hourly intervals the
721 pressure maintained at the Vessel's manifold throughout the cargo
722 operations; and
- 723 19.7.2 copies of all NOPs issued, or received, by the Master in connection
724 with the cargo operations; and
- 725 19.7.3 copies of all other documentation maintained by those on board
726 the Vessel or by the Terminal in connection with the cargo operations.
727 operations.

728 **19. PART B. CRUDE OIL WASHING AND STRIPPING**

- 729 19.8 Owners undertake that the Vessel is equipped with a fully functional Crude Oil
730 Washing System and that the officers and crew are properly qualified (as
731 evidenced by appropriate certification) and experienced in the operation of
732 such system. Whilst Charterers may instruct Owners to carry out additional
733 crude oil washing in all tanks that contained the cargo the Master shall, in any
734 event, arrange for crude oil washing of the cargo tanks at the discharge port to
735 the MARPOL minimum standard, as set out in the Vessel's Crude Oil Washing
736 Operation and Equipment Manual.

737 When the Vessel carries out crude oil washing to the MARPOL minimum
738 standard, in the absence of instructions from Charterers to carry out additional
739 crude oil washing, there shall be no increase in the time allowed for discharge
740 of the cargo. If Charterers instruct Owners to carry out additional crude oil
741 washing then the period referred to in Clauses 19.3.2 or 19.5, as the case may
742 be, shall be increased by twenty-five per cent (25%).

743 Owners shall carry out crude oil washing concurrently with discharge of the

744 cargo and the Master shall provide a crude oil washing log identifying each
 745 tank washed, and stating whether such tank has been washed to the MARPOL
 746 minimum standard or has been the subject of additional crude oil washing.

747 19.9 Owners shall, provided always that the Vessel maintains a minimum discharge
 748 pressure of seven (7) bar during bulk discharge or meets such lesser
 749 performance required pursuant to a restriction imposed by the Terminal or
 750 arising from physical attributes of the Terminal, be allowed a period of not
 751 more than two (2) hours per segregated grade/parcel for final draining and
 752 stripping purposes unless such final draining and stripping is carried out
 753 concurrently with discharge of another grade/parcel. Any time taken for final
 754 draining and stripping purposes in excess of such allowance shall not count as
 755 used laytime or, if the Vessel is on demurrage, as demurrage.

756 **PUMPING ASSESSMENT - EXAMPLE**
 757 **3 GRADES**

758 (1) Fuel Oil 35,000 B/L < 7 BAR
 759 COW (2) Arab Heavy 40,000 B/L < 7 BAR
 760 COW (3) Arab Light 45,000 B/L >=7 BAR

761 **DISCHARGE TIME**

762 (1) 00.00 1st June 11.50 1st June
 763 11.50 1st June 12.00 1st June Change Grade

764 (2) 12.00 1st June 04.50 2nd June
 765 04.50 2nd June 05.00 2nd June Change Grade

766 (3) 05.00 2nd June 20.00 2nd June
 767 Full COW required therefore additional 25% Pumping Time allowed
 768 Hrs Mins

769 Grade (1) 35,000 MT
 770 120,000MT X 24 Hours 07 00 Time Allowed
 771 11 50 Time Taken
 772 (A) Excess 04 50 < 7 BAR

773 Grade (2) 40,000 MT
 774 120,000 MT X 30 Hours 10 00 Time Allowed
 775 16 50 Time Taken
 776 (B) Excess 06 50 < 7 BAR

777 Grade (3) 45,000 MT
 778 120,000 MT X 30 Hours 11 15 Time Allowed
 779 15 00 Time Taken
 780 (C) Excess 00 00 >=7 BAR

781 Stripping allowance given for grade (3) pumping in excess of seven (7) bar

782 **Hrs Mins**
 783 **Total Excess Pumping Time =**
 784 **(A) + (B) + (C) 11 40**

785 **20. CLAIMS TIME BAR**

786 20.1 Charterers shall be discharged and released from all liability in respect of any
 787 claim for demurrage, deviation or detention which Owners may have under this
 788 Charter unless a claim in writing has been presented to Charterers, together
 789 with all supporting documentation substantiating each and every constituent
 790 part of the claim, within ninety (90) days of the completion of discharge of the

- 791 cargo carried hereunder.
- 792 20.2 Any other claim against Charterers for any and all other amounts which are
793 alleged to be for Charterers' account under this Charter shall be extinguished,
794 and Charterers shall be discharged from all liability whatsoever in respect
795 thereof, unless such claim is presented to Charterers, together with full
796 supporting documentation substantiating each and every constituent part of the
797 claim, within one hundred and eighty (180) days of the completion of discharge of
798 the cargo carried hereunder.
- 799 **21. SLACK TANKS/EVEN KEEL**
- 800 21.1 Notwithstanding the provisions of Clause 31, if Charterers are unable to supply
801 the quantity of cargo stated in Section C of PART 1 the Vessel shall not be
802 required to proceed to sea until such of her tanks are filled as will place her in
803 a seaworthy condition, and freight shall be paid as if the Vessel had loaded the
804 quantity of cargo stated in Section C of PART 1.
- 805 21.2 If for any reason the Vessel is unable to trim to even keel for arrival at a
806 discharge port Owners shall notify Charterers by telex stating the Vessel's
807 expected arrival draught forward and aft. Such notification shall be given as
808 soon as practicable after Owners have received Charterers' Voyage Orders and
809 no later than the Vessel's departure from the loading port.
- 810 **22. REVISED CHARTERERS' VOYAGE ORDERS FOR LOADING OR DISCHARGE**
811 **PORTS**
- 812 22.1 If at any time after the date of this Charter, Charterers, notwithstanding that they
813 may have nominated a loading or discharge port, wish to issue revised
814 Charterers' Voyage Orders and instruct Owners to stop and/or divert the Vessel
815 to an alternative port within any Ranges stated in Section E or F of PART 1, or
816 cause her to await orders at one or more locations, Owners shall issue such
817 revised instructions to the Master as are necessary to give effect to such revised
818 Charterers' Voyage Orders and the Master shall comply with such revised
819 instructions as soon as the Vessel is free of any previous charter commitments.
- 820 22.2 If:-
- 821 22.2.1 solely by reason of Owners' compliance with such revised
822 Charterers' Voyage Orders, the Vessel suffers delay causing her to
823 arrive at the nominated port after the Cancelling Date stated in
824 Section G of PART 1 or any new cancelling date determined under
825 Clause 16.1, then the Cancelling Date or the new cancelling date,
826 as the case may be, shall be extended by the period of such delay.
- 827 22.2.2 the Vessel arrives at the nominated port after the Commencement
828 Date stated in Section G of PART 1, then any period during which
829 the Vessel has been awaiting orders prior to her arrival, less any
830 time by which the Vessel's arrival at the nominated port would, but
831 for Charterers' instructions to await orders, have preceded the
832 Commencement Date, shall count as laytime or, if the Vessel is on
833 demurrage, as demurrage.
- 834 22.2.3 the Vessel is, after loading, instructed by Owners to stop and await
835 orders at Charterers' request then all time spent by the Vessel
836 awaiting orders shall count as laytime or, if the Vessel is on
837 demurrage, as demurrage.
- 838 22.3 Any additional period by which the steaming time taken to reach the alternative
839 port exceeds the time that should have been taken had the Vessel proceeded

840 to such port directly shall count as laytime or, if the Vessel is on demurrage, as
841 demurrage. Such additional period shall be the time required for the Vessel to
842 steam the additional distance at the average speed actually achieved by the
843 Vessel during the voyage or the Charter Speed as stated in Section B.25 of
844 PART 1, whichever is the higher. Charterers shall pay Owners for additional
845 bunkers consumed for steaming the additional distance at the price paid by
846 Owners, net of all discounts or rebates, for the last bunkers lifted.

847 **23. VESSEL/CARGO INSPECTIONS/BUNKER SURVEYS**

848 23.1 Charterers shall be entitled to cause their representative (which term includes
849 any independent surveyor appointed by Charterers) to carry out inspections of
850 the Vessel and/or observe cargo operations and/or ascertain the quantity and
851 quality of the cargo, water and residues on board, including the taking of cargo
852 samples, inspection and copying of the Vessel's logs, documents and records
853 (which shall include the personal notes of the crew, the rough log book and
854 computer generated data) at any loading and/or discharge port. Charterers'
855 representative may also conduct any of the aforementioned operations at or off
856 any other port to which Charterers may require the Master to divert the Vessel
857 at any time after leaving any loading port. Charterers shall obtain the consent
858 of the owners of any cargo on board at the time before requiring the Vessel to
859 be diverted.

860 Charterers' representative shall be entitled to survey, and take samples from,
861 any or all of the Vessel's cargo tanks, bunker fuel tanks and non-cargo spaces
862 at any place referred to above.

863 23.2 Charterers' exercise of, or failure to exercise, any of their rights under the
864 foregoing provisions shall be entirely without prejudice to the respective rights
865 and obligations of the parties.

866 23.3 Any delay arising solely as a result of any inspection, survey or sampling under
867 Clause 23.1 shall count as laytime or, if the Vessel is on demurrage, as
868 demurrage.

869 23.4 Any delay arising from instructions from Charterers to Owners to divert the
870 Vessel shall be calculated by reference to the additional period by which the
871 steaming time taken to reach the next loading or discharge port exceeds the
872 time that would have been taken had the Vessel proceeded to such port
873 directly and Owners shall be compensated for such delay and bunkers
874 consumed for steaming during such additional period in accordance with the
875 provisions of Clause 22.3.

876 23.5 Charterers shall also reimburse Owners in respect of port expenses reasonably
877 incurred solely by reason of Charterers' instructions to divert the Vessel.

878 **24. MAINTENANCE OF CARGO TEMPERATURE**

879 Charterers shall have the right to instruct Owners to maintain the loaded temperature
880 of the cargo up to a maximum of 60°C. Owners undertake that the Vessel is capable
881 of maintaining the cargo temperature up to 60° throughout the laden voyage and
882 discharge of the cargo and that the Master shall advise Charterers, daily at noon local
883 time, of the temperature of such cargo in each of the Vessel's tanks. If the Vessel fails
884 to maintain the required temperature Owners shall be responsible for any resulting
885 loss, damage, cost or expense incurred by Charterers (including, without limitation,
886 any requirement that the Vessel must vacate the berth) and any time lost thereby shall
887 not count as laytime or, if the Vessel is on demurrage, as demurrage.

888 **25. CARGO HEATING**

889 Charterers shall have the right to instruct Owners to raise the temperature of the cargo

890 above the loaded temperature up to a maximum temperature of 60°C in each of the
891 Vessel's cargo tanks provided always that the length of the voyage is such as to
892 permit the temperature rise required. In such case the Master shall advise Charterers
893 daily, at noon local time, of the temperature of the cargo in each of the Vessel's tanks.
894 Charterers shall reimburse Owners for the cost of additional bunkers consumed to
895 raise the temperature of the cargo as aforesaid. The quantity of bunkers so
896 consumed shall be calculated in accordance with the following formulae, as
897 substantiated by copies of the Vessel's cargo ullage and tank temperature records for
898 the entire laden voyage, copies of which are to be provided with Owners' claim for
899 reimbursement.

900 Single Hull:-
901 Bunkers consumed (MT) = Quantity of cargo (MT) subject to temperature increase
902
$$\times$$

903
$$\text{Increase in cargo temperature (}^\circ\text{C)} \times 0.0001$$

904 Double Hull:-
905 Bunkers consumed (MT) = Quantity of cargo (MT) subject to temperature increase
906
$$\times$$

907
$$\text{Increase in cargo temperature (}^\circ\text{C)} \times 0.00007$$

908 The price for the additional bunkers consumed shall be the price paid by Owners,
909 net of all discounts or rebates, for the last bunkers lifted. Upon presentation of their
910 claim Owners shall provide Charterers with the invoices for the last bunkers lifted and
911 evidence of payment of same.

912 **26. LIBERTY**

913 The Vessel shall have liberty to sail with or without pilots, to tow or go to the
914 assistance of vessels in distress and to deviate for the purpose of saving life and
915 property, or for any other reasonable purpose.

916 Unless specifically agreed to the contrary by Charterers, Owners undertake that the
917 Vessel will not stop or deviate for the purpose of replenishing bunkers on a laden
918 passage.

919 **27. TRAFFIC SEPARATION AND ROUTEING**

920 Owners shall instruct the Master to observe regulations and recommendations as to
921 traffic separation and routeing as issued, from time to time, by responsible
922 organisations or regulating authorities including, but not limited to, the IMO, the UK
923 Chamber of Shipping (or equivalent), or as promulgated by the State of the flag of
924 the Vessel or the State in which management of the Vessel is exercised.

925 **28. ICE ON VOYAGE AND ICE AT LOADING OR DISCHARGE PORTS**

926 28.1 If on passage to the loading or discharge port the Master finds that the port is
927 inaccessible owing to ice he shall immediately request Charterers by telex to
928 revise Charterers' Voyage Orders and pending a response from Charterers the
929 Vessel shall remain outside the area of ice-bound water. Any time lost awaiting
930 such revised Charterers' Voyage Orders shall count as laytime or, if the Vessel is
931 on demurrage, as demurrage.

932 28.2 Upon receipt of such request Charterers shall instruct Owners to order the
933 Vessel to proceed to an alternative ice-free and accessible port within the
934 Ranges stated in Sections E and F of PART 1 and where there are facilities for
935 loading or discharging the cargo, as the case may be. In this event freight shall
936 be paid at the rate applicable under this Charter to such alternative loading or
937 discharge port. Any additional period by which the steaming time taken to
938 reach the alternative port exceeds the time that should have been taken had
939 the Vessel proceeded to such port directly shall count as laytime or, if the

940 Vessel is on demurrage, as demurrage. Such additional period shall be the
941 time required for the Vessel to steam the additional distance at the average
942 speed actually achieved by the Vessel during the voyage or the Charter Speed
943 as stated in Section B.25 of PART 1, whichever is the higher. Charterers shall
944 pay Owners for additional bunkers consumed for steaming the additional
945 distance at the price paid by Owners, net of all discounts or rebates, for the last
946 bunkers lifted.

947 28.3 If, on or after the Vessel's arrival at the loading or discharge port, there is a
948 danger of her being frozen in, the Vessel shall proceed to the nearest safe and
949 ice-free position and at the same time the Master shall request Charterers by
950 telex to revise Charterers' Voyage Orders. Upon receipt of such request
951 Charterers shall instruct Owners to order the Vessel either to proceed to an
952 alternative ice-free and accessible port, within the Ranges stated in Sections E
953 and F of PART 1, where there is no danger of the Vessel being frozen in and
954 where there are facilities for loading or discharging cargo, or to return to and
955 load or discharge at the port originally nominated, or to remain at the safe and
956 ice-free position to await orders. If the Vessel is ordered to such an alternative
957 port the sums to be paid by Charterers to Owners in respect of freight,
958 additional steaming time and additional bunkers shall be calculated and
959 compensated in accordance with the provisions of Clause 28.2, but if Charterers
960 instruct Owners to load or discharge the Vessel at the port originally
961 nominated, then, subject to Clauses 7, 8, 17, 18 and 19 the whole of the time
962 from the receipt of NOR to load or discharge on the Vessel's first arrival at the
963 port originally nominated until the cargo hoses have been disconnected after
964 the completion of loading or discharging shall count as laytime or, if the Vessel
965 is on demurrage, as demurrage. Any delay caused by ice at the port originally
966 nominated after the final disconnection of the cargo hoses shall count as
967 laytime or, if the Vessel is on demurrage, as demurrage.

968 If Charterers instruct Owners to order the Vessel to remain at the safe and ice-
969 free position and await orders then any time lost awaiting orders shall count as
970 laytime or, if the Vessel is on demurrage, as demurrage.

971 29. QUARANTINE

972 If Charterers require the Vessel to proceed to any port at which, at the time when the
973 Vessel is ordered to that port, there is quarantine then time spent or lost whilst the
974 Vessel is detained due to such quarantine shall count as laytime or, if the Vessel is on
975 demurrage, as demurrage. However, if quarantine is subsequently declared whilst the
976 Vessel is on passage to such port Charterers shall not be liable for any delay caused
977 by such quarantine.

978 30. BILLS OF LADING AND INDEMNITIES

979 30.1 Bills of Lading shall be signed as Charterers direct, without prejudice to this
980 Charter. Charterers hereby indemnify Owners:-

981 30.1.1 against all liabilities that may arise from the signing of Bills of
982 Lading in accordance with the directions of Charterers to the extent
983 that the terms of such Bills of Lading impose more onerous
984 liabilities than those assumed by Owners under the terms of this
985 Charter; and

986 30.1.2 against claims brought by holders of Bills of Lading against Owners
987 by reason of any deviation required by Charterers under Clauses
988 22, 23 or 28.

989 30.2 All Bills of Lading issued under this Charter shall be deemed to contain War
990 Risks, Both-to-Blame Collision and New Jason clauses.

991 30.3 If a Bill of Lading is not available at any discharge port to which the Vessel may
992 be ordered by Charterers under this Charter or if Charterers require Owners to
993 deliver cargo to a party and/or at a port other than as set out in the Bills of
994 Lading, then Owners shall nevertheless discharge such cargo in compliance
995 with Charterers' instructions, upon presentation by the consignee nominated
996 by Charterers ("the Receiver") of reasonable identification to the Master and in
997 consideration of Charterers undertaking:-

998 30.3.1 to indemnify Owners (which term shall, for the purpose of this
999 Clause, include Owners' servants and agents) and to hold Owners
1000 harmless in respect of any liability, loss, damage, cost or expense
1001 of whatsoever nature which Owners may sustain by reason of
1002 delivering the cargo to the Receiver in accordance with Charterers'
1003 instructions;

1004 30.3.2 to provide Owners on demand, in the event of any proceedings
1005 being commenced against Owners in connection with the delivery
1006 of the cargo as aforesaid, from time to time, with sufficient funds to
1007 defend the same;

1008 30.3.3 to provide Owners on demand with such bail or other security as
1009 may be required if, in connection with the delivery of the cargo as
1010 aforesaid, the Vessel, or any other vessel or property belonging
1011 to Owners, should be arrested or detained or, if the arrest or
1012 detention thereof should be threatened, in order to prevent such
1013 arrest or detention, or to secure the release of such Vessel or
1014 property and to indemnify Owners in respect of any loss, damage,
1015 cost or expense caused by such arrest or detention whether or not
1016 the same be justified; and

1017 30.3.4 to produce and deliver to Owners all original Bills of Lading in
1018 respect of the cargo loaded by the Vessel as soon as same shall
1019 have arrived and/or come into the possession of Charterers
1020 whereupon Charterers' liability hereunder shall cease.

1021 The provisions of the foregoing undertakings shall be governed by English
1022 Law.
1023

1024 **31. FREIGHT RATE**

1025 31.1 The Freight Rate shall be that stated in Section H of PART 1. If the cargo
1026 quantity stated in Section C of PART 1 is a minimum quantity, then the freight
1027 payable for any cargo loaded in excess of the said minimum quantity shall,
1028 notwithstanding this Clause 31, be at the Overage rate stated in Section H of
1029 PART 1, unless a lump sum freight has been agreed in which case no Overage
1030 shall be payable. Where the Freight Rate stated in Section H of PART 1 is
1031 expressed as a percentage of Worldscale the Worldscale rate shall be the rate in
1032 force at the date of this Charter.

1033 31.2 If Charterers instruct Owners to order the Vessel to increase speed under
1034 Clause 3 the Freight Rate shall be increased as provided in Section H of PART 1
1035 for each knot of increased speed above the Charter Speed and pro rata
1036 for fractions of a knot up to the Maximum Speed. Such increase shall be
1037 calculated in accordance with the following example:

1038 Example: The Vessel proceeds at Charter Speed of 10 knots, the rate
1039 for which is Worldscale 40. After 10 days the Master is instructed to
1040 complete the voyage at 12 knots. The remainder of the voyage takes 20

1041 days. The increased speed option provides for a premium of 0.5 of a
1042 Worldscale point per knot of increased speed over Charter Speed.

1043 The freight rate for the above voyage would be calculated as follows:
1044 Voyage freight rate = $\frac{(W40 \times 10 \text{ days}) + W41 * \times 20 \text{ days}}{30 \text{ (total voyage days)}}$
1045 = W40.67
1046 (*1 point premium for 12 knots Maximum Speed)
1047

1048 If the Vessel fails to maintain the speed ordered, due to breakdown or any
1049 other reason whatsoever beyond Charterers' control, the freight rate shall be
1050 calculated based on the average speed actually achieved by the Vessel using BP
1051 Worldwide Marine Distance Tables to assess the length of the voyage between
1052 pilot stations at the loading and discharge ports but the freight rate shall not be
1053 less than the Freight Rate at Charter Speed.

1054 31.3 If a lump sum freight is agreed for the voyage this shall be in respect of the
1055 overall voyage of the Vessel from the first loading port to the final discharge
1056 port.
1057 Charterers shall be entitled to load and discharge at additional ports within the
1058 Ranges stated in Sections E and F of PART 1. If the lump sum freight stated in
1059 Section H of PART 1 specifically includes additional loading or discharge ports
1060 or if a further lump sum payment is agreed for additional loading or discharge
1061 ports then no other payment shall, subject to Clauses 5 and 34, be made by
1062 Charterers and laytime or, if the Vessel is on demurrage, demurrage shall count
1063 in accordance with the provisions of this Charter.

1064 In the absence of any agreement in respect of lump sum freight for additional
1065 loading or discharge ports Charterers shall reimburse Owners for any additional
1066 port costs incurred by Owners in complying with Charterers' instructions. Time
1067 used at the additional ports, including time which would otherwise be excluded
1068 under Clause 18.1 (subject to the exceptions and exclusions of laytime and/or
1069 demurrage found elsewhere in this Charter, including but not limited to those
1070 under Clauses 17 and 18) shall count as laytime or, if the Vessel is on
1071 demurrage, as demurrage. Laytime, or, if the Vessel is on demurrage,
1072 demurrage shall commence upon tender of a valid NOR which has become
1073 effective as determined under Clause 6.3 and shall end when cargo hoses have
1074 been finally disconnected. The provisions of Clause 22.3 shall also apply, and
1075 reference in Clause 22.3 to the term "alternative port" shall for the purposes of
1076 this Clause 31.3 be deemed to be a reference to "additional port".

1077 31.4 Freight shall be payable immediately after completion of discharge, on the
1078 gross quantity of cargo loaded by the Vessel as evidenced by the Bills of Lading
1079 furnished by the shippers, less any sum derived from the operation of Clauses
1080 2, 32 and 33 and less any disbursements or advances made to the Master or
1081 Agents at loading and/or discharge ports, any sums payable by Owners under
1082 Clause 34, and any additional cargo insurance premium for Owners' account
1083 under Clause 35, provided that no freight shall be payable on any quantity that
1084 submerges, at any stage of the voyage, the marks appropriate under the
1085 International Load Line Convention, 1966, or any modification or amendment
1086 thereof, to the voyage to be performed under this Charter.

1087 31.5 All payments due to Owners under this Charter shall be remitted by Charterers
1088 to the account stated in Section K of PART 1.

1089 32. ADDRESS COMMISSION

1090 Charterers shall deduct 1.25% address commission from freight (including fixed and
1091 variable freight differentials), and any deadfreight and demurrage payable under this
1092 Charter.

1093 **33. CARGO RETENTION**

1094 33.1 If any quantity of cargo remaining on board the Vessel ("ROB") upon
1095 completion of discharge is judged by an independent surveyor appointed by
1096 Charterers to be liquid, or if Charterers can show that the ROB would have
1097 been liquid if Owners and/or the Master, officers and crew had followed
1098 Charterers' instructions for the management of the cargo, then Charterers shall
1099 be entitled to deduct from freight the value of such quantity of cargo calculated
1100 on the basis of the free on board ("FOB") value at the loading port plus freight
1101 thereon calculated in accordance with Clause 31 hereof.

1102 33.2 For the purpose of this Clause 33, any quantity of ROB shall be regarded as
1103 liquid if sampling and testing, which testing shall be performed as soon as
1104 practicable after sampling, shows the ROB to have had a dynamic viscosity of
1105 less than 600 centipoise at its temperature when sampled from the Vessel's tank
1106 or, if Charterers' heating instructions have not been complied with, at the
1107 temperature that would have been applicable in the Vessel's tank if such
1108 instructions had been complied with.

1109 Any quantity of ROB which is of insufficient depth to be sampled shall also be
1110 regarded as liquid if the independent surveyor judges it to be liquid after using
1111 other means of testing including, without limitation, a representative number of
1112 dips across each tank.

1113 33.3 The independent surveyor's findings shall be final and binding upon Owners
1114 and Charterers save for instances of arithmetical error in calculation.

1115 33.4 Charterers hereby agree to indemnify Owners against any liability to a Bill of
1116 Lading holder resulting from non-delivery of any such cargo in respect of
1117 which a deduction from freight is made under this Clause 33 provided always
1118 that Charterers shall under no circumstances be liable to indemnify Owners in
1119 an amount greater than the amount of freight so deducted.

1120 33.5 For the purpose of this Clause 33, slops shall not be included in the measured
1121 and reported liquid volume of oil on board the Vessel prior to loading.

1122 33.6 For the avoidance of doubt this Clause 33 refers solely to liquid cargo ROB
1123 from the cargo loaded hereunder and any measured volume of liquid oil on
1124 board the Vessel prior to loading shall be deducted from any calculation made
1125 under this Clause 33.

1126 **34. DUES AND OTHER CHARGES**

1127 34.1 If, under Sections 4 and 5 of Part B of the Preamble of Worldscale, a due or
1128 charge is expressly stated to be for the account of Owners or Charterers then
1129 such due or charge shall be payable accordingly. Dues and other charges
1130 payable by Charterers under Section 5 of Part B of the Preamble of Worldscale
1131 shall in the first instance be paid by Owners and Charterers shall reimburse
1132 Owners upon presentation of all supporting invoices by Owners.

1133 34.2 If freight for a voyage is not based on Worldscale but is calculated on some
1134 other basis such as, without limitation, an agreed lump sum amount or a per
1135 tonne amount, Charterers shall not be liable for any costs covered by

1136 Worldscale, under a fixed or variable freight differential (Section D of
1137 Worldscale), such costs being deemed to be included in the agreed freight.
1138 However Sections 4 and 5 of Part B of the Preamble of Worldscale shall still
1139 apply.

1140 34.3 If a charge is imposed upon Charterers by the owner of a berth by reason of
1141 prolonged occupation of the berth by the Vessel for reasons beyond the
1142 control of Charterers, their servants or agents then such charge shall be paid by
1143 Owners.

1144 **35. CARGO INSURANCE**

1145 Any additional premiums which may be charged by cargo underwriters on any cargo
1146 insurance in respect of the cargo carried hereunder by reason of the Vessel's age
1147 and/or condition shall be for Owners' account, and Charterers shall be entitled to
1148 deduct the cost of any such additional premium from freight payable under Clause
1149 31.

1150 **36. CODING OF CARGO DOCUMENTATION - US CUSTOMS REGULATIONS**

1151 36.1 If Charterers require the Vessel to discharge at a port within the jurisdiction of
1152 the US Customs Service, the Master shall insert Owners' Unique Identifier on
1153 each Bill of Lading accompanying a shipment of imported cargo in accordance
1154 with US Customs Regulations (19 CFR Parts 4 and 178). Owners shall provide
1155 Charterers and Agents on request with details of their Unique Identifier in
1156 respect of any cargo carried hereunder.

1157 36.2 If the Master fails to insert Owners' Unique Identifier under this Clause 36
1158 Owners shall be liable for any delays resulting therefrom and any time lost
1159 thereby shall not count as laytime or, if the Vessel is on demurrage, as
1160 demurrage.

1161 **37. UNITED STATES COAST GUARD ("USCG") CERTIFICATE OF FINANCIAL
1162 RESPONSIBILITY/UNITED STATES COAST GUARD REGULATIONS**

1163 37.1 Owners undertake that the Vessel shall carry on board a valid USCG Certificate
1164 of Financial Responsibility ("COFR") as required under the US Federal Oil
1165 Pollution Act 1990 and that for the duration of this Charter the said COFR shall
1166 be maintained in all respects valid for trading to ports in the USA. Owners
1167 further undertake that the Vessel shall carry on board copies of the Vessel's
1168 Federal Oil Spill Response Plan and any US State specific Response Plan
1169 (individually and collectively "Response Plan") that have been approved by the
1170 USCG or by the appropriate State Authority respectively and that the Master
1171 shall operate the Vessel fully in accordance with the said Response Plan.

1172 37.2 Owners undertake that the Vessel shall for the duration of this Charter either
1173 comply with all applicable USCG Regulations or carry on board appropriate
1174 waivers from the USCG if in any respect whatsoever the Vessel does not so
1175 comply.

1176 **38. EXCEPTIONS**

1177 38.1 The provisions of Articles III (other than Rule 8), IV, IV bis and VIII of the
1178 Schedule to the Carriage of Goods by Sea Act, 1971 of the United Kingdom
1179 shall apply to this Charter and shall be deemed to be inserted in extenso herein.
1180 This Charter shall be deemed to be a contract for the carriage of goods by sea
1181 to which the said Articles apply, and Owners shall be entitled to the protection
1182 of the said Articles in respect of any claim made hereunder.

1183 38.2 Charterers shall not, unless expressly provided otherwise in this Charter, be
1184 responsible for any loss, damage, cost, expense, delay or failure in performance
1185 hereunder arising or resulting from Act of God, act of war, hostilities, seizure
1186 under legal process, quarantine restrictions, labour disputes or strikes
1187 threatened or actual, riots, civil commotions, arrest or restraint of princes, rulers

1188 or people.

1189 **39. WAR RISKS**

1190 39.1 For the purpose of this Clause 39 the words:-

1191 "Owners" shall include the shipowners, bareboat charterers, disponent
1192 owners, managers or other operators who are charged with the
1193 management and/or operation of the Vessel, and the Master; and

1194 "War Risks" shall include any war (whether actual or threatened), act of war,
1195 civil war, hostilities, revolutions, rebellion, civil commotion, warlike
1196 operations, the laying of mines (whether actual or reported), acts
1197 of piracy, acts of terrorists, acts of hostility or malicious damage,
1198 blockades (whether imposed against all vessels or imposed
1199 selectively against vessels of certain flags or ownership, or against
1200 certain cargoes or crews or otherwise howsoever), by any person,
1201 body, terrorist or political group, of the Government of any state
1202 whatsoever, which, in the reasonable judgment of the Master
1203 and/or Owners, may be dangerous or are likely to be or to
1204 become dangerous to the Vessel, her cargo, crew or other persons
1205 on board the Vessel.

1206 39.2 If at any time before the Vessel commences loading, it appears, in the
1207 reasonable judgement of the Master and/or Owners, that performance of the
1208 contract of carriage, or any part of it, may expose, or is likely to expose, the
1209 Vessel, her cargo, crew or other persons on board the Vessel to War Risks,
1210 Owners may give notice to Charterers cancelling this Charter, or may refuse to
1211 perform such part of it as may expose, or may be likely to expose, the Vessel,
1212 her cargo, crew or other persons on board the Vessel to War Risks provided
1213 always that if either Section E or F of PART 1 provides for a loading or
1214 discharging Range, as the case may be, and the Vessel, her crew, other persons
1215 on board, or cargo may be exposed, or may be likely to be exposed, to War
1216 Risks, at the port originally nominated by Charterers, then Owners shall first
1217 require Charterers to nominate a safe port which lies within the relevant Range,
1218 and may only cancel this Charter if Charterers shall not have nominated such
1219 safe port within forty-eight (48) hours of receipt of such request.

1220 39.3 Owners shall not be required to continue to load cargo for any voyage, or to
1221 sign Bills of Lading for any port, or to proceed or continue on any voyage, or
1222 on any part thereof, or to proceed through any canal or waterway, or to
1223 proceed to or remain at any port whatsoever, where it appears, either after the
1224 loading of the cargo commences, or at any stage of the voyage thereafter
1225 before the discharge of the cargo is completed, that, in the reasonable
1226 judgement of the Master and/or Owners, the Vessel, her cargo (or any part
1227 thereof), crew or other persons on board the Vessel (or any one or more of
1228 them) may be, or are likely to be, exposed to War Risks. If it should so appear,
1229 Owners may, by telex, request Charterers to nominate a safe port for the
1230 discharge of the cargo or any part thereof, and if within forty-eight (48) hours
1231 of the receipt of such telex, Charterers shall not have nominated such a port,
1232 Owners may discharge the cargo at any safe port of their choice (including the
1233 loading port) in complete fulfilment of their obligations under this Charter.
1234 Owners shall be entitled to recover from Charterers the extra expenses of such
1235 discharge and, if the discharge takes place at any port other than the loading
1236 port, to receive the full freight as though the cargo had been carried to the
1237 discharge port originally nominated. Any additional period by which
1238 the steaming time taken to reach the port at which the cargo is discharged exceeds
1239 the time which would have been taken had the Vessel proceeded to the
1240 original discharge port directly, and bunkers consumed for steaming during
1241 such additional period, shall be calculated and compensated in accordance with

1242 the provisions of Clause 22.3.

1243 39.4 If at any stage of the voyage after the loading of the cargo commences, it
1244 appears, in the reasonable judgement of the Master and/or Owners, that the
1245 Vessel, her cargo, crew or other persons on board the Vessel may be, or are
1246 likely to be, exposed to War Risks on any part of the route (including any canal
1247 or waterway) which is normally and customarily used in a voyage of the nature
1248 contracted for, and there is another longer route to the discharge port, Owners
1249 may give notice to Charterers that this route should be taken. In such case this
1250 Charter shall be read in respect of freight and all other conditions whatsoever
1251 as if the voyage performed were that originally designated.
1252 However if the Vessel discharges the cargo at a port outside the Ranges stated
1253 in Section F of PART 1, freight shall be paid as for the voyage originally
1254 designated and any additional period by which the steaming time taken to
1255 reach the discharge port exceeds the time which would have been taken to
1256 reach the originally designated discharge port directly, and bunkers consumed
1257 for steaming during such additional period, shall be calculated and
1258 compensated in accordance with the provisions of Clause 22.3. Any additional
1259 port, canal or waterway expenses incurred by Owners as a result of the Vessel
1260 discharging outside the Ranges stated in Section F of PART 1 as aforesaid shall
1261 be for Charterers' account and Charterers shall reimburse to Owners any
1262 amounts due under this Clause 39.4 upon receipt of Owners' invoice together
1263 with full supporting documentation.

1264 39.5 The Vessel shall have liberty:-

1265 39.5.1 to comply with all orders, directions, recommendations or advice
1266 as to departure, arrival, routes, sailing in convoy, ports of call,
1267 stoppages, destinations, discharging of cargo, delivery or in any
1268 way whatsoever which are given by the government of the state
1269 under whose flag the Vessel sails, or other government to whose
1270 laws Owners are subject, or any other government which so
1271 requires, or any body or group acting with the power to compel
1272 compliance with their orders or directions;

1273 39.5.2 to comply with the orders, direction or recommendations of any
1274 war risks underwriters who have the authority to give the same
1275 under the terms of the war risks insurance applicable to the Vessel;

1276 39.5.3 to comply with the terms of any resolution of the Security Council
1277 of the United Nations, any directives of the European Community,
1278 the effective orders of any other supranational body which has the
1279 right to issue and give the same, and with national laws aimed at
1280 enforcing the same to which Owners are subject, and to obey the
1281 orders and directions of those who are charged with their enforcement;
1282 enforcement;

1283 39.5.4 to discharge at any other port any cargo or part thereof which may
1284 render the Vessel liable to confiscation as a contraband carrier;

1285 39.5.5 to call at any other port to change the crew or any part thereof or
1286 other persons on board the Vessel if there is good reason to
1287 believe that they may be subject to internment, imprisonment or
1288 other sanctions; and

1289 39.5.6 if cargo has not been loaded or has been discharged by Owners
1290 under this Clause 39, to load other cargo for Owners' own benefit
1291 and carry it to any other port or ports whatsoever, whether
1292 backwards or forwards or in a contrary direction to the ordinary or
1293 customary route.

1294 39.6 If in compliance with Clauses 39.2 to 39.5 anything is done or not done, such
1295 shall not be deemed to be a deviation, but shall be considered as due fulfilment
1296 by the party concerned of its obligations under this Charter.

1297 **40. BOTH-TO-BLAME COLLISION**

1298 40.1 If the liability for any collision in which the Vessel is involved while performing
1299 this Charter falls to be determined in accordance with the laws of the USA, or
1300 the laws of any State which applies laws similar to those applied in the USA in
1301 the circumstances envisaged by this Clause 40, the following provision shall
1302 apply:-

1303 "If the Vessel comes into collision with another vessel as a result of the
1304 negligence of the other vessel and any act, neglect or default of the Master,
1305 mariner, pilot or the servants of the carrier in the navigation or in the

1306 management of the Vessel, the owners of the goods carried hereunder will
1307 indemnify the carrier against all loss or liability to the other or non-carrying
1308 vessel or her owners in so far as such loss or liability represents loss of, or
1309 damage to, or any claim whatsoever of the owners of, said goods, paid or
1310 payable by the other or non-carrying vessel or her owners to the owners of
1311 said goods and set off, recouped or recovered by the other or non-carrying
1312 vessel or her owners as part of their claim against the carrying vessel or carrier.
1313 The foregoing provisions shall also apply where the owner, operators or those
1314 in charge of any vessel or vessels or objects other than, or in addition to, the
1315 colliding vessels or objects are at fault in respect of collision or contact."

1316 40.2 Whilst Charterers shall procure that all Bills of Lading issued under this Charter
1317 shall contain a provision in the foregoing terms, to be applicable where the
1318 liability for any collision in which the Vessel is involved falls to be determined
1319 under the preamble of this Clause 40, Charterers neither warrant nor undertake
1320 that such provision shall be effective. In the event that such provision proves
1321 ineffective Charterers shall, notwithstanding anything to the contrary herein
1322 provided, not be obliged to indemnify Owners.

1323 **41. GENERAL AVERAGE**

1324 General Average shall be adjusted and settled in London in accordance with the
1325 York-Antwerp Rules, 1994 or any modification or re-enactment thereof for the time
1326 being in force.

1327
1328 **42. NEW JASON**

1329 If, notwithstanding Clause 41, General Average is adjusted in accordance with the law
1330 and practice of the USA, the following provision shall apply:-

1331 "In the event of accident, danger, damage or disaster before or after the
1332 commencement of the voyage, resulting from any cause whatsoever, whether due to
1333 negligence or not, for which, or for the consequence of which, the carrier is not
1334 responsible, by statute, contract or otherwise, the cargo shippers, consignees or

1335 owners of the cargo shall contribute with the carrier in general average to the
1336 payment of any sacrifices, losses or expenses of a general average nature that may be
1337 made or incurred and shall pay salvage and special charges incurred in respect of the
1338 cargo.

1339 If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully
1340 as if the said salving ship or ships belonged to strangers. Such deposit as the carrier
1341 or his agents may deem sufficient to cover the estimated contribution of the cargo
1342 and any salvage and special charges thereon shall, if required, be made by the cargo

1343 shippers, consignees or owners of the cargo to the carrier before delivery".

1344 **43. CLAUSE PARAMOUNT**

1345 All Bills of Lading issued under this Charter shall be deemed to contain the following
1346 Clause Paramount:-

1347 "CLAUSE PARAMOUNT

1348 (1) This Bill of Lading shall have effect subject to any national law making the
1349 International Convention for the unification of certain rules of law relating to
1350 bills of lading signed at Brussels on 25th August 1924 (The Hague Rules) or the
1351 Hague Rules as amended by the Protocol signed at Brussels on 23rd February
1352 1968 (The Hague/Visby Rules) compulsorily applicable to this Bill of Lading. If
1353 any term of this Bill of Lading be repugnant to that legislation to any extent,
1354 such term shall be void to that extent but no further. Neither the Hague Rules
1355 nor the Hague/Visby Rules shall apply to this Bill of Lading where the goods
1356 carried hereunder consist of live animals or cargo which by this Bill of Lading is
1357 stated as being carried on deck and is so carried.

1358 (2) Save where the Hague or Hague/Visby Rules apply by reason of (1) above, this
1359 Bill of Lading shall take effect subject to any national law in force at the port of
1360 shipment or place of issue of the Bill of Lading making the United Nations
1361 Convention on the Carriage of Goods by Sea 1978 (the Hamburg Rules)
1362 compulsorily applicable to this Bill of Lading in which case this Bill of Lading
1363 shall have effect subject to the Hamburg Rules which shall nullify any
1364 stipulation derogating therefrom to the detriment of the shipper or consignee.

1365 (3) Where the Hague, Hague/Visby or Hamburg Rules are not compulsorily
1366 applicable to this Bill of Lading, the carrier shall be entitled to the benefits of all
1367 privileges, rights and immunities contained in Articles I to VIII of the
1368 Hague/Visby Rules.

1369 (4) Nothing in this Bill of Lading shall be construed as in any way restricting,
1370 excluding or waiving the right of any relevant party or person to limit his
1371 liability under any available legislation and/or law".

1372 **44. OIL POLLUTION INSURANCE**

1373 44.1 Owners warrant that they have, and shall maintain in force throughout the
1374 period of this Charter, the following oil pollution insurances:-

1375 44.1.1 the standard oil pollution insurance cover (currently US\$500
1376 million) available, from time to time, from their Protection and
1377 Indemnity Club; and

1378 44.1.2 any additional oil pollution insurance cover (currently US\$200
1379 million) which is, or becomes, available from market, or other
1380 sources provided always that the security of the provider of the

1381 cover is acceptable to Charterers.

1382 **45. OIL POLLUTION PREVENTION**

1383 45.1 Owners undertake that the Vessel:-

1384 45.1.1 is a tanker owned by a member of the International Tanker
1385 Owners Pollution Federation Limited and will so remain
1386 throughout the period of this Charter.

1387 45.1.2 is entered in the P & I Club stated in Section 9.1 of the BP Shipping
1388 sionnaire last completed by or on behalf of Owners and will
1389 so remain unless Owners have given Charterers prior written notice
1390 of their intention to change. Owners warrant however, that the
1391 Vessel will only be entered in a P & I Club within the International
1392 Group of P & I Clubs.

1393 45.2 When an escape or discharge of Oil occurs from the Vessel and causes or
1394 threatens to cause Pollution Damage, or when there is the Threat of an escape
1395 or discharge of Oil (i.e. a grave and imminent danger of the escape or
1396 discharge of Oil which, if it occurred, would create a serious danger
1397 of Pollution Damage, whether or not an escape or discharge in fact subsequently
1398 occurs), then upon notice to Owners or Master, Charterers shall have the right
1399 (but shall not be obliged) to place onboard the Vessel and/or have in
1400 attendance at the incident one or more Charterers' representatives to observe
1401 the measures being taken by Owners and/or national or local authorities or
1402 their respective servants, agents or contractors to prevent or minimise Pollution
1403 Damage and, in Charterers' absolute discretion, to provide advice, equipment
1404 or manpower or undertake such other measures, at Charterers' risk and
1405 expense, as are permitted under applicable law and as Charterers believe are
1406 reasonably necessary to prevent or minimise such Pollution Damage or to
1407 remove the Threat of an escape or discharge of Oil.

1408 45.3 The provisions of this Clause 45 shall be without prejudice to any other rights
1409 and/or duties of Charterers or Owners whether arising under this Charter or
1410 under applicable law or under any International Convention.

1411 45.4 In this Clause the terms "Oil", "Threat" and "Pollution Damage" shall have the
1412 same meaning as that defined in the Civil Liability Convention 1969 or any
1413 Protocol thereto.

1414 **46. LIEN**

1415 Owners shall have a lien upon the cargo for all freight, deadfreight, demurrage and
1416 the cost of recovery thereof.

1417 **47. SUB-LETTING**

1418 Charterers may sub-let the Vessel without prejudice to the respective rights and
1419 obligations of either party under this Charter.

1420 **48. ADMINISTRATION**

1422 48.1 Unless otherwise specifically requested by either Owners or Charterers, no
1423 formal charterparty shall be prepared and signed. The terms and conditions of
1424 this Charter shall be evidenced by a recap fixture telex ("Recap Fixture Telex")
1425 issued by Charterers' broker to Owners and Charterers and shall be confirmed
1426 as correct by return telexes from both parties to the said broker who shall
1427 acknowledge receipt of such confirmation telexes to both parties within forty-
1428 eight (48) hours after the lifting of subjects and a charterparty in the format of
1429 this Charter, as modified by the Recap Fixture Telex and bearing the same date
1430 as the Recap Fixture Telex, shall be deemed to have been signed by Owners
1431 and Charterers.

1432 48.2 If either party requires a formal charterparty to be prepared and signed then
1433 Owners shall procure that Owners' broker shall prepare a charterparty in the
1434 format of this Charter, as modified by the Recap Fixture Telex, and bearing the
1435 same date as the Recap Fixture Telex and shall arrange for signature thereof by
1436 both Owners and Charterers.

1437 **49. LAW**

1438 The construction, validity and performance of this Charter shall be governed by
1439 English Law. The High Court in London shall have exclusive jurisdiction over any dispute
1440 which may arise out of this Charter.

1441 *In Witness Whereof* the parties have caused this Charter to be executed as of the date
1442 first above written

1443
1444 for and on behalf of

1445
1446 OWNERS

1447
1448 for and on behalf of

1449
1450 CHARTERERS



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APPENDIX 1
THE BP SHIPPING QUESTIONNAIRE