BPVOY4

VOYAGE CHARTER PARTY

© BP SHIPPING LIMITED
1st Edition - June 1998
Registered in England and Wales: No. 140132
Registered Office:- Breakspear Park, Breakspear Way, Hemel Hempstead, Herts, HP2 4UL.
INDEX TO CLAUSES - BPVOY4

<table>
<thead>
<tr>
<th>Clause</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Condition of Vessel</td>
<td>5</td>
</tr>
<tr>
<td>2. Chartering Questionnaire</td>
<td>5</td>
</tr>
<tr>
<td>3. Loading/Compliance with Charterers’ Voyage Orders</td>
<td>5</td>
</tr>
<tr>
<td>4. Estimated Times of Arrival</td>
<td>6</td>
</tr>
<tr>
<td>5. Loading and Discharge Port/Shifting</td>
<td>7</td>
</tr>
<tr>
<td>6. Notice of Readiness (&quot;NOR&quot;)</td>
<td>7</td>
</tr>
<tr>
<td>7. Laytime/Demurrage</td>
<td>8</td>
</tr>
<tr>
<td>8. Cargo Transfers</td>
<td>9</td>
</tr>
<tr>
<td>9. Documentation</td>
<td>11</td>
</tr>
<tr>
<td>10. Drugs &amp; Alcohol Policy</td>
<td>11</td>
</tr>
<tr>
<td>11. Cleaning of Vessel's Tanks, Pumps and Pipelines</td>
<td>11</td>
</tr>
<tr>
<td>12. Inert Gas System (&quot;IGS&quot;)</td>
<td>12</td>
</tr>
<tr>
<td>13. Closed Cargo Operations</td>
<td>12</td>
</tr>
<tr>
<td>14. Oily Residues/Clean Ballast</td>
<td>12</td>
</tr>
<tr>
<td>15. Agency</td>
<td>13</td>
</tr>
<tr>
<td>16. Cancellation</td>
<td>13</td>
</tr>
<tr>
<td>17. Half Laytime/Half Demurrage/Force Majeure</td>
<td>14</td>
</tr>
<tr>
<td>18. Suspension of Laytime/Demurrage</td>
<td>14</td>
</tr>
<tr>
<td>19. Loading and Discharge of Cargo and Crude Oil Washing and Stripping</td>
<td>15</td>
</tr>
<tr>
<td>20. Claims Time Bar</td>
<td>18</td>
</tr>
<tr>
<td>21. Slack Tanks/Even Keel</td>
<td>18</td>
</tr>
<tr>
<td>22. Revised Charterers’ Voyage Orders for Loading or Discharge Ports</td>
<td>19</td>
</tr>
<tr>
<td>23. Vessel/Cargo Inspections/Bunker Surveys</td>
<td>19</td>
</tr>
<tr>
<td>24. Maintenance of Cargo Temperature</td>
<td>20</td>
</tr>
<tr>
<td>25. Cargo Heating</td>
<td>20</td>
</tr>
<tr>
<td>26. Liberty</td>
<td>21</td>
</tr>
<tr>
<td>27. Traffic Separation and Routeing</td>
<td>21</td>
</tr>
<tr>
<td>28. Ice on Voyage and Ice at Loading and Discharge Ports</td>
<td>21</td>
</tr>
<tr>
<td>29. Quarantine</td>
<td>22</td>
</tr>
<tr>
<td>30. Bills of Lading and Indemnities</td>
<td>22</td>
</tr>
<tr>
<td>31. Freight Rate</td>
<td>23</td>
</tr>
<tr>
<td>32. Address Commission</td>
<td>24</td>
</tr>
<tr>
<td>33. Cargo Retention</td>
<td>24</td>
</tr>
<tr>
<td>34. Dues and Other Charges</td>
<td>24</td>
</tr>
<tr>
<td>35. Cargo Insurance</td>
<td>25</td>
</tr>
<tr>
<td>36. Coding of Cargo Documentation - US Customs Regulations</td>
<td>25</td>
</tr>
<tr>
<td>37. USCG Certificate of Financial Responsibility/USCG Regulations</td>
<td>26</td>
</tr>
<tr>
<td>38. Exceptions</td>
<td>26</td>
</tr>
<tr>
<td>39. War Risks</td>
<td>26</td>
</tr>
<tr>
<td>40. Both-to-Blame Collision</td>
<td>28</td>
</tr>
<tr>
<td>41. General Average</td>
<td>29</td>
</tr>
<tr>
<td>42. New Jason</td>
<td>29</td>
</tr>
<tr>
<td>43. Clause Paramount</td>
<td>29</td>
</tr>
</tbody>
</table>
44. Oil Pollution Insurance 29
45. Oil Pollution Prevention 30
46. Lien 30
47. Sub-Leasing 31
48. Administration 31
49. Law 31
Codeword for this Charterparty
"BPVOY4"

VOYAGE CHARTER PARTY

Date ..........................

It is this day agreed between .................................................................

of .............................................................................................................

.......................................................... ..........................................................

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

applicable) called ................................................................. ("Vessel")

and .............................................................................................................

of .............................................................................................................

.......................................................... ..........................................................

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

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

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

In the event of any conflict between the provisions of PART 1 or PART 2 of this Charter
and any provisions in the BP Shipping Questionnaire, the provisions of PART 1 or
PART 2 of this Charter shall prevail.
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
2. Salt Water draught (on SDWT)
3. Flag
4. Year Built
5. Length Overall
6. Beam...
7. Cargo tank capacity at 98% excluding slop tanks
8. Capacity of slop tanks at 98%
9. The Vessel is (delete as applicable) Segregated Ballast Tanker (SBT)/Clean Ballast Tanker (CBT)
10. Crude Oil Washing (COW) (delete as applicable)
11. Inert Gas System (IGS) (delete as applicable)
12. Closed Cargo Operations (delete as applicable)
13. The Vessel has (delete as applicable) Double Bottom/Double Sides
14. Tonnes Per Centimetre Immersion (TPC)
15. Bow to Centre of Manifold (BCM)
16. Derricks/Cranes - Number and Capacity
17. Tongue Type Bow Chain Stoppers:
   a. Number
   b. Safe Working Load
   c. Nominal Diameter of Chain
18. Keel to Top of Mast (KTM)
19. Tank Coatings (Type)
20. Heating Coils (Type)
21. Classification Society and Class Notation
22. Gross Tonnage (GT)
23. Suez Canal Net Registered Tonnage (SCNRT)
24. Panama Canal Net Registered Tonnage (PCNRT)
25. Charter Speed (weather and safe navigation permitting)
26. Maximum Speed (weather and safe navigation permitting)
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
**G. Laydays**
Commencing: 0001 hours local time on ........................................... ("Commencement Date")
Cancelling: 1600 hours local time on ........................................... ("Cancelling Date")
Vessel expected ready to load ........................................... hours local time on ............ based on following current itinerary ...........................................

**H. Freight Rate**
Increase of Freight Rate applicable to increased speed per knot, or pro rata, between Charter Speed and Maximum Speed:

Overage (if any) at 50% of Freight Rate

**I. Laytime** .............................................................. running hours

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

**K. Owners' Payment Details** ..............................................................

**L. Additional Clauses** ..............................................................

**M. The "BP Shipping Questionnaire"** was last completed and submitted to Charterers on .................
and, were applicable, was confirmed as accurate on .................
PART 2

1. CONDITION OF VESSEL

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

2. CHARTERING QUESTIONNAIRE

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

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

2.1.2 confirmed, or have authorised their brokers to confirm, in writing to Charterers that each and every response given by Owners in the BP Shipping Questionnaire last completed and submitted to Charterers in respect of the Vessel remains correct and accurate in every particular; in each case on the date stated in Section M of PART 1.

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

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

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

3. LOADING/COMPLIANCE WITH CHARTERERS’ VOYAGE ORDERS

3.1 Subject to the provisions of this Charter the Vessel shall proceed to the loading port (the term "port" shall include any port, berth, dock, loading or discharging anchorage or offshore location, submarine line, single point or single buoy mooring facility, alongside vessels or lighters, or any other place whatsoever as the context requires) stated in Section E of PART 1, or to such other port (always within the Ranges stated in Section E of PART 1) as is separately or subsequently identified in Charterers' Voyage Orders (which term shall mean any written instruction issued by Charterers in respect of the Vessel at any time during the period of this Charter, including any amendments, corrections or revisions thereto), or so near thereto as she may safely reach and there load the cargo stated in Sections C and D of PART 1 subject to any clarification of cargo loading instructions as may be provided in Charterers’ Voyage Orders.
3.2 Owners undertake that the Vessel is able to load, carry and discharge the quantities, grades and segregations of cargo stated in Sections C and D of PART 1, without loading on top of tank washings ("slops"). Charterers shall not be liable for any loss, damage (including deadfreight), cost or expense incurred by Owners by reason of the Vessel being unable to load in accordance with this undertaking. Loading on top of slops shall not be permitted without Charterers' prior agreement in writing.

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

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

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

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

4. ESTIMATED TIMES OF ARRIVAL

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

4.2 The Master shall send messages by telex to Charterers, the Agents (which term wherever used in this Charter shall mean the Vessel's agents under Clause 15) and to any other parties as required by Charterers (hereafter referred to collectively as the "ETA Notify Parties"), advising the date and estimated time of the Vessel's arrival ("ETA"). Such messages shall be sent upon the Vessel's sailing from the last discharge port and seven (7) days and seventy-two (72), forty-eight (48) and twenty-four (24) hours prior to the Vessel's ETA at each loading port. If the Vessel is at sea or elsewhere when ordered by Owners to proceed to a loading port the Master shall, if the Vessel is less than seven (7) days or seventy-two (72), forty-eight (48) or twenty-four (24) hours from that
loading port, immediately notify the ETA Notify Parties of the Vessel's ETA at
that loading port. Thereafter, the Master shall advise the ETA Notify Parties of
the Vessel's ETA at such of the times as aforesaid as are applicable or
immediately provide them with such other ETAs as Charterers may require.

4.3 The Master shall send messages by telex to the ETA Notify Parties advising the
Vessel's ETA at each discharge port, together with information as to the Vessel's
expected arrival draught on even keel, immediately upon the Vessel leaving the
final loading port and thereafter, where applicable, seven (7) days, seventy-two
(72), forty-eight (48) and twenty-four (24) hours prior to the Vessel's ETA at
each discharge port or immediately provide the ETA Notify Parties with such
other ETAs as Charterers may require.

4.4 The Master shall also advise the ETA Notify Parties by telex of any variation
of more than six (6) hours in estimated times of arrival at the loading and/or
discharge ports.

4.5 Charterers may require Owners to provide them with copies of all telexes
(showing answerbacks) to be sent under this Clause 4 and Owners shall
promptly comply with such requirement.

5. LOADING AND DISCHARGE PORT/SHIFTING

5.1 The Vessel shall be loaded and discharged at any port in accordance with
Charterers' Voyage Orders. Before instructing Owners to direct the Vessel to
any port, Charterers shall exercise due diligence, to ascertain that the Vessel can
always lie safely afloat at such port, but Charterers do not warrant the safety of
any port and shall be under no liability in respect thereof except for loss
or damage caused by Charterers' failure to exercise due diligence.

5.2 Charterers shall have the option of instructing Owners to load the Vessel at
more than one berth at each loading port and to discharge at more than one
berth at each discharge port in which event Owners shall, in the first instance,
pay expenses arising from any of the following movements of the Vessel:-

5.2.1 unmooring at, and pilotage and towage off, the first loading or discharge
berth;

5.2.2 mooring and unmooring at, and pilotage and towage on to and off, any
intermediate loading or discharge berth; and

5.2.3 mooring at, and pilotage and towage on to, the last loading or discharge
berth

Charterers shall reimburse Owners in respect of expenses properly incurred,
arising from any of the aforementioned movements, upon presentation by
Owners of all supporting invoices evidencing prior payment by Owners.

5.3 Charterers shall reimburse Owners in respect of any dues and/or other charges
incurred in excess of those which would have been incurred if all the cargo
required to be loaded or discharged at the particular port had been loaded or
discharged at the first berth only. Time used on account of shifting shall count
as laytime or, if the Vessel is on demurrage, as demurrage, except as otherwise
provided in Clauses 17 and 18.2.

5.4 For the purpose of the payment of freight, the places grouped in the section
"Port and Terminal Combinations", in the "New Worldwide Tanker Nominal
Freight Scale" as amended from time to time ("Worldscale"), shall be considered
as berths within a single port and Charterers shall pay shifting expenses in
6. **NOTICE OF READINESS ("NOR")**

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

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

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

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

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

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

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

7. **LAYTIME/DEMMURAGE**

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

7.2 Sundays and holidays shall be included in respect of laytime for loading and discharging, unless loading or discharging on the Sunday or holiday in question is prohibited by law or regulation at the loading or discharge port. Charterers shall have the right to require the Vessel to load and discharge during the night, unless loading or discharging at night is prohibited by law or regulation at the loading or discharge port.
7.3 Subject as provided elsewhere in this Charter:

7.3.1 Laytime for the purposes of loading shall not commence before 0600 hours local time on the Commencement Date stated in Section G of PART 1, unless with Charterers’ prior agreement in writing, in which event laytime shall commence when the Vessel commences loading. If the Vessel, with Charterers’ prior agreement in writing, has commenced loading prior to 0600 hours local time on the Commencement Date, then the time from the commencement of loading to 0600 hours local time on the Commencement Date shall constitute additional laytime.

7.3.2 Laytime or, if the Vessel is on demurrage, demurrage shall commence, at each loading and each discharge port, upon the expiry of six (6) hours after a valid NOR has become effective as determined under Clause 6.3, berth or no berth, or when the Vessel commences loading, or discharging, whichever first occurs.

7.3.3 Laytime or, if the Vessel is on demurrage, demurrage shall run until the cargo hoses have been finally disconnected upon completion of loading or discharging, and the Master shall procure that hose disconnection is effected promptly; provided always that if the Vessel is detained solely for the purposes of awaiting cargo documents at loadport for more than three (3) hours beyond the final disconnection of cargo hoses, laytime or if the Vessel is on demurrage, demurrage shall recommence after such period of three (3) hours and terminate upon the completion of cargo documentation. If, after completion of loading or discharging, the Vessel is required to proceed to an anchorage for Charterers’ purposes, then the time spent moving from the berth to the anchorage shall not count as part of the period of three (3) hours referred to above or as laytime or, if the Vessel is on demurrage, as demurrage.

7.4 Charterers shall pay demurrage at the rate stated in Section J of PART 1 per running day, and pro rata for part of a running day, for all time that loading and discharging and any other time counting as laytime exceeds laytime under this Clause 7. If, however, demurrage is incurred by reason of the causes specified in Clause 17, the rate of demurrage shall be reduced to one-half of the rate stated in Section J of PART 1 per running day, or pro rata for part of a running day, for demurrage so incurred.

8. CARGO TRANSFERS

8.1 Charterers shall have the option of transferring the whole or part of the cargo (which shall include topping-off and lightening) to or from any other vessel including, but not limited to, an ocean-going vessel, barge and/or lighter (the “Transfer Vessel”). Such transfers may take place at an In-port Transfer Position, an Additional Port Transfer Position and/or a Transshipment Area, which terms shall have the following meanings when used in this Charter:

8.1.1 “In-port Transfer Position”: A position within a nominated loading or discharge port within the Ranges stated in Sections E and F of PART 1 where part of the cargo is transferred to or from a Transfer Vessel, provided that cargo operations other than transfers to or from Transfer Vessels also take place within this port.

8.1.2 “Additional Port Transfer Position”: A position at a port in the Ranges stated in Sections E and F of PART 1, or en route thereto, where part of the cargo is transferred to or from a Transfer Vessel, provided that the only cargo operations taking place at this port are transfers to or from Transfer Vessels, but the position is not
the first or sole loading position or last or sole discharge position under
this Charter.

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

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

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

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

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

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

Any additional period by which the steaming time taken to reach the next
loading or discharge port via an Additional Port Transfer Position exceeds the
time that should have been taken had the Vessel proceeded to the next port
directly shall count as laytime or, if the Vessel is on demurrage, as demurrage.
Such additional period shall be the time required for the Vessel to steam the
additional distance at the average speed actually achieved by the Vessel during
the voyage or the Charter Speed as stated in Section B.25 of PART 1, whichever
Charterers shall pay Owners for additional bunkers consumed for steaming
the additional distance at the price paid by Owners, net of all discounts and
rebates, for the last bunkers lifted.
Charterers shall reimburse Owners for any additional port costs incurred by
Owners in complying with Charterers’ instructions under this Clause 8.3.

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

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

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

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

9.1.2 time shall not count as laytime or, if the Vessel is on demurrage, as
demurrage, during any period in which the Vessel is not fully and freely
available to Charterers,
as a result of action, or the threat thereof, taken against her by any government,
government organisation, competent authority, person or organisation, owing
to her flag, failure to have on board valid documentation as aforesaid or any
dispute relating to the wages, or crew employment policy of Owners or to the
condition of the Vessel or her equipment.

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

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

10.3 Owners undertake that to the best of their knowledge, information and belief,
having made due inquiry, neither the Master, nor any officer or crew member
has any un-spent convictions whatsoever concerning drug or alcohol abuse.

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

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

12. INERT GAS SYSTEM ("IGS")

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

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

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

13. CLOSED CARGO OPERATIONS

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

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

14. OILY RESIDUES/CLEAN BALLAST

14.1 The Vessel shall arrive at the loading port with clean ballast as defined in Regulation 1 (16) of Regulations for the Prevention of Pollution by Oil in Annex 1 of MARPOL unless otherwise agreed. Owners shall instruct the Master to retain on board all oily residues of a persistent nature remaining in the Vessel from the previous cargo. The Master shall, during tank washing, collect the resultant slops into one cargo tank and after maximum separation of the free water, discharge the water so separated overboard. Upon completion of this operation the Master shall notify Charterers by telex of the origin and estimated
tonnage of the slops remaining in the said cargo tank, giving a separate
estimated quantity for both oil and water. The Master shall further advise
whether during deballasting operations it will be necessary to transfer any
quantity of ballast water into the cargo tank containing slops. The Master shall
minimise the quantity of water retained which in any event shall not exceed
0.15% of the Vessel's current summer deadweight tonnage. In discharging all
water separated as aforesaid the Master shall comply with the requirements of
the International Convention for the Prevention of Pollution from Ships 1973, as
amended by its Protocol of 1978 (MARPOL 73/78), insofar as these do not
conflict with any applicable law.

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

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

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

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

15. AGENCY

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

16. CANCELLATION

16.1 Time shall be of the essence in relation to the arrival of the Vessel at the first
loading port under this Charter. Owners undertake to advise Charterers
promptly if at any time Owners or the Master have reason to believe that the
Vessel may not arrive at the first loading port by the Cancelling Date stated in
Section G of PART 1 or by any new cancelling date determined under this
Clause 16.
16.2 If the Vessel is not ready to load by the Cancelling Date stated in Section G of PART 1 or by any new cancelling date determined under this Clause 16, Charterers shall have the option of cancelling this Charter which option shall be exercisable within forty-eight (48) hours after the Cancelling Date or any new cancelling date determined under this Clause 16.

16.3 If at any time it appears to Charterers that the Vessel's arrival at the first loading port will be delayed beyond the Cancelling Date, or beyond any new cancelling date determined under this Clause 16, Charterers may require Owners to notify Charterers in writing of the date and time that they expect the Vessel to be ready to load. In such case, Owners shall provide such information in writing within twelve (12) hours of Charterers' request.

If the date and time so notified by Owners falls after the Cancelling Date then Charterers shall have the option of cancelling this Charter which option shall be exercisable within ninety-six (96) hours (Sundays and holidays excepted) after the said notice from Owners or within forty-eight (48) hours after the Cancelling Date, whichever is earlier.

If Charterers do not exercise their option to cancel this Charter then the new cancelling date for the purpose of this Clause 16 shall be twelve (12) hours after the date and time notified by Owners, or such other date and time as may be mutually agreed.

16.4 If Owners fail, or fail timeously, to respond in writing to Charterers when required to do so under Clause 16.3, Charterers shall have the option of cancelling this Charter, which option shall be exercisable within ninety-six (96) hours (Sundays and holidays excepted) after the period allowed for Owners’ response under Clause 16.3.

16.5 Whether or not Charterers exercise their option to cancel this Charter shall be entirely without prejudice to any claim for damages which Charterers may have in respect of the Vessel not being ready to load by the Cancelling Date stated in Section G of PART 1 or by any new cancelling date determined under this Clause 16.

16.6 Where the Vessel arrives after the Cancelling Date, or if the Vessel arrives by or after any new cancelling date determined under this Clause 16, laytime shall commence either when the Vessel commences loading or twenty-four (24) hours after tendering of a valid NOR that has become effective under Clause 6.3, whichever first occurs. However, where the arrival of the Vessel after the Cancelling Date, or after the new cancelling date as the case may be, results solely from Charterers' instructions under Clause 22.1, laytime shall commence in accordance with the provisions of Clauses 7.3.1 and 7.3.2.

17. HALF LAYTIME/HALF DEMURRAGE/FORCE MAJEURE

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

18. SUSPENSION OF LAYTIME/DEMURRAGE
18.1 Time shall not count against laytime or, if the Vessel is on demurrage, as
demurrage when spent or lost:-

18.1.1 on an inward passage, including awaiting daylight, tide, opening of
locks, pilot or tugs or moving from an anchorage, even if topping
off and/or lightening has taken place at that anchorage, until the
Vessel is securely moored and the Vessel's gangway, if it is to be
used, is in place at the berth or other loading or discharge port as
ordered by Charterers;

18.1.2 on an outbound passage to an In-port Transfer Position, which
passage shall be deemed to commence upon the disconnection of
cargo hoses and end upon the Vessel's arrival at such In-port
Transfer position; or

18.1.3 as a result of a labour dispute, or strike, involving tugs or pilots.

18.2 Nor shall time count against laytime or, if the Vessel is on demurrage, as
demurrage when spent or lost:-

18.2.1 as a result, whether directly or indirectly, of breakdown, defect,
deficiency or inefficiency of, or other cause attributable to, the
Vessel, Master, officers, crew, Owners or their servants or agents;

18.2.2 as a result of a labour dispute, or strike, involving the Master,
officers or crew of the Vessel;

18.2.3 in, or in connection with, the handling of ballast unless this is
carried out concurrently with loading or discharging of cargo such
that no loss of time is involved;

18.2.4 in, or in connection with, the discharging of slops unless the
discharging is carried out concurrently with loading or discharging
of cargo such that no loss of time is involved; or

18.2.5 in cleaning tanks, pumps and pipelines under Clause 11.

18.3 Nothing contained in this Clause 18 shall be affected by the provisions of
Clause 38.

19. PART A. LOADING AND DISCHARGE OF CARGO

19.1 For the purposes of this Clause 19:-

"full cargo" shall mean the quantity of cargo stated in Section C of PART 1
or the total cargo actually loaded as ascertained by adding
together the quantities of cargo loaded under each Bill of
Lading issued under this Charter, whichever is the greater;

"part cargo" shall mean either the total cargo actually loaded, if less than
the quantity stated in Section C of PART 1, or the quantity of
each parcel loaded or discharged separately, as the context
may require;

"bulk discharge" shall mean the period of time taken by the Vessel to
discharge the full cargo or part cargo, as the case may be,
excluding any time during which only tank stripping and/or
crude oil washing operations are being performed.
The cargo shall be pumped into the Vessel at the expense and risk of Charterers and pumped out of the Vessel at the expense and risk of Owners, in each case only as far as the Vessel’s manifold.

Owners shall, if requested, make available the personnel, equipment and facilities on board the Vessel which are required for the connection and disconnection of hoses for loading and discharging. Any delay resulting from the failure by Owners to provide such personnel, equipment and facilities shall not count as laytime or, if the Vessel is on demurrage, as demurrage. The Master may require shore supervision of, and approval for, the connection and disconnection of hoses.

Owners undertake that:

19.3.1 the Vessel shall load cargo at the maximum safe rate and in any event shall load a full cargo within a maximum period of twenty-four (24) hours, or pro-rata in the case of a part cargo, provided always that the cargo is capable of being supplied within such time; and

19.3.2 the Vessel shall discharge cargo at the maximum safe rate and in any event shall, in the case of cargoes of one or more segregated grades/packs discharged concurrently or consecutively, discharge a full cargo within twenty-four (24) hours, or pro rata in the case of a part cargo, or shall maintain a minimum discharge pressure of seven (7) bar at the Vessel’s manifold throughout the bulk discharge provided always that the cargo is capable of being received within such time or at such pressure. If restrictions are imposed by the Terminal during discharge, or if physical attributes of the Terminal restrict the discharge rate or pressure, Owners shall only be relieved of the aforesaid obligation for the period and to the extent such restrictions or attributes impede the discharge rate or pressure. The Terminal shall have the right to gauge discharge pressure at the Vessel’s manifold.

Any additional time used as a result of the inability of the Vessel to discharge the full cargo within twenty-four (24) hours, or pro rata in the case of a part cargo, or to maintain a minimum discharge pressure of seven (7) bar at the Vessel’s manifold throughout the discharge or failure by the Vessel to meet any lesser performance required pursuant to a restriction imposed by the Terminal, shall be for Owners’ account and shall not count as laytime or, if the Vessel is on demurrage, as demurrage.

In the case of multiple grades of cargoes where the total time taken to discharge the full cargo is in excess of twenty-four (24) hours (or pro rata in the case of a part cargo) and the Vessel fails to maintain a minimum discharge pressure of seven (7) bar throughout the discharge, each grade carried will be assessed separately as follows:

The twenty-four (24) hours’ allowance (pro rated in the case of a part cargo) plus the appropriate crude oil washing allowance, if any, calculated in accordance with Clause 19.8, shall be apportioned to each grade, which is discharged consecutively, in the ratio that the quantity of that grade discharged bears to the total quantity of all grades of cargo discharged consecutively. This ratio shall be calculated by dividing the quantity of each grade that is discharged consecutively by the aggregate bill of lading quantities for all grades discharged consecutively. For the purposes of this apportionment, where two (2) or more grades are discharged concurrently, the quantities so discharged shall be aggregated and...
treated as one grade.

19.5.2 The allowance apportioned to each grade pursuant to Clause 19.5.1 shall then be offset against the total time actually taken to discharge that grade. Any excess time will not count against used laytime or, if the Vessel is on demurrage, as demurrage. However, if the Vessel maintains a minimum discharge pressure of seven (7) bar throughout the bulk discharge of a particular grade then the time taken to discharge that grade will count in full against used laytime or, if the Vessel is on demurrage, as demurrage.

19.6 If the full cargo cannot be delivered to the Vessel at the rate requested by the Master or within the time allowed in Clause 19.3.1 or if the Terminal is unable to receive the full cargo within twenty-four (24) hours or at a discharge pressure of seven (7) bar measured at the Vessel's manifold, the Master shall present a Note of Protest (“NOP”) to a Terminal representative detailing any Terminal restrictions and/or deficiencies as soon as they are imposed and/or become apparent and shall use all reasonable endeavours to have the NOP signed by the Terminal representative. If the Master is unable to obtain a signature from the Terminal representative he shall present a further NOP recording the failure of the Terminal representative to sign the original NOP. In the case of restrictions imposed by the Terminal or arising from physical attributes of the Terminal, the Master shall ensure that such restrictions are clearly recorded in the Vessel's Pumping Log.

19.7 No claim by Owners in respect of additional time used in the cargo operations carried out under this Clause 19 shall be considered by Charterers unless it is accompanied by the following supporting documentation:

19.7.1 the Vessel's Pumping Log signed by a senior officer of the Vessel and a Terminal representative showing at hourly intervals the pressure maintained at the Vessel's manifold throughout the cargo operations; and

19.7.2 copies of all NOPs issued, or received, by the Master in connection with the cargo operations; and

19.7.3 copies of all other documentation maintained by those on board the Vessel or by the Terminal in connection with the cargo operations.

19. PART B. CRUDE OIL WASHING AND STRIPPING

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

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

Owners shall carry out crude oil washing concurrently with discharge of the
cargo and the Master shall provide a crude oil washing log identifying each
tank washed, and stating whether such tank has been washed to the MARPOL
minimum standard or has been the subject of additional crude oil washing.

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

PUMPING ASSESSMENT - EXAMPLE

3 GRADES

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

DISCHARGE TIME

(1)  00.00 1st June  11.50 1st June
    11.50 1st June  12.00 1st June  Change Grade
(2)  12.00 1st June  04.50 2nd June
    04.50 2nd June  05.00 2nd June  Change Grade
(3)  05.00 2nd June  20.00 2nd June
    Full COW required therefore additional 25% Pumping Time allowed

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

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

Grade (3) 45,000 MT
    120,000 MT X 30 Hours 11 15 Time Allowed

      (C) Excess  00  00 >=7 BAR

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

Total Excess Pumping Time =          Hrs    Mins
(A) + (B) + (C)          11  40

20. CLAIMS TIME BAR

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

20.2 Any other claim against Charterers for any and all other amounts which are alleged to be for Charterers’ account under this Charter shall be extinguished, and Charterers shall be discharged from all liability whatsoever in respect thereof, unless such claim is presented to Charterers, together with full supporting documentation substantiating each and every constituent part of the claim, within one hundred and eighty (180) days of the completion of discharge of the cargo carried hereunder.

21. SLACK TANKS/EVEN KEEL

21.1 Notwithstanding the provisions of Clause 31, if Charterers are unable to supply the quantity of cargo stated in Section C of PART 1 the Vessel shall not be required to proceed to sea until such of her tanks are filled as will place her in a seaworthy condition, and freight shall be paid as if the Vessel had loaded the quantity of cargo stated in Section C of PART 1.

21.2 If for any reason the Vessel is unable to trim to even keel for arrival at a discharge port Owners shall notify Charterers by telex stating the Vessel’s expected arrival draught forward and aft. Such notification shall be given as soon as practicable after Owners have received Charterers’ Voyage Orders and no later than the Vessel’s departure from the loading port.

22. REVISED CHARTERERS’ VOYAGE ORDERS FOR LOADING OR DISCHARGE PORTS

22.1 If at any time after the date of this Charter, Charterers, notwithstanding that they may have nominated a loading or discharge port, wish to issue revised Charterers’ Voyage Orders and instruct Owners to stop and/or divert the Vessel to an alternative port within any Ranges stated in Section E or F of PART 1, or cause her to await orders at one or more locations, Owners shall issue such revised instructions to the Master as are necessary to give effect to such revised Charterers’ Voyage Orders and the Master shall comply with such revised instructions as soon as the Vessel is free of any previous charter commitments.

22.2 If:-

22.2.1 solely by reason of Owners’ compliance with such revised Charterers’ Voyage Orders, the Vessel suffers delay causing her to arrive at the nominated port after the Cancelling Date stated in Section G of PART 1 or any new cancelling date determined under Clause 16.1, then the Cancelling Date or the new cancelling date, as the case may be, shall be extended by the period of such delay.

22.2.2 the Vessel arrives at the nominated port after the Commencement Date stated in Section G of PART 1, then any period during which the Vessel has been awaiting orders prior to her arrival, less any time by which the Vessel's arrival at the nominated port would, but for Charterers’ instructions to await orders, have preceded the Commencement Date, shall count as laytime or, if the Vessel is on demurrage, as demurrage.

22.2.3 the Vessel is, after loading, instructed by Owners to stop and await orders at Charterers’ request then all time spent by the Vessel awaiting orders shall count as laytime or, if the Vessel is on demurrage, as demurrage.

22.3 Any additional period by which the steaming time taken to reach the alternative port exceeds the time that should have been taken had the Vessel proceeded...
to such port directly shall count as laytime or, if the Vessel is on demurrage, as demurrage. Such additional period shall be the time required for the Vessel to steam the additional distance at the average speed actually achieved by the Vessel during the voyage or the Charter Speed as stated in Section B.25 of PART 1, whichever is the higher. Charterers shall pay Owners for additional bunkers consumed for steaming the additional distance at the price paid by Owners, net of all discounts or rebates, for the last bunkers lifted.

23. VESSEL/CARGO INSPECTIONS/BUNKER SURVEYS

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

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

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

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

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

24. MAINTENANCE OF CARGO TEMPERATURE

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

25. CARGO HEATING

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

\[
\text{Single Hull:-} \\
\text{Bunkers consumed (MT) = Quantity of cargo (MT) subject to temperature increase} \times \text{Increase in cargo temperature (°C) X 0.0001} \\
\text{Double Hull:-} \\
\text{Bunkers consumed (MT) = Quantity of cargo (MT) subject to temperature increase} \times \text{Increase in cargo temperature (°C) X 0.00007}
\]

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

26. LIBERTY

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

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

27. TRAFFIC SEPARATION AND ROUTEING

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

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

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

28.2 Upon receipt of such request Charterers shall instruct Owners to order the Vessel to proceed to an alternative ice-free and accessible port within the Ranges stated in Sections E and F of PART 1 and where there are facilities for loading or discharging the cargo, as the case may be. In this event freight shall be paid at the rate applicable under this Charter to such alternative loading or discharge port. Any additional period by which the steaming time taken to reach the alternative port exceeds the time that should have been taken had the Vessel proceeded to such port directly shall count as laytime or, if the
Vessel is on demurrage, as demurrage. Such additional period shall be the
time required for the Vessel to steam the additional distance at the average
speed actually achieved by the Vessel during the voyage or the Charter Speed
as stated in Section B.25 of PART 1, whichever is the higher. Charterers shall
pay Owners for additional bunkers consumed for steaming the additional
distance at the price paid by Owners, net of all discounts or rebates, for the last
bunkers lifted.

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

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

29. QUARANTINE

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

30. BILLS OF LADING AND INDEMNITIES

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

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

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

30.2 All Bills of Lading issued under this Charter shall be deemed to contain War
Risks, Both-to-Blame Collision and New Jason clauses.
30.3 If a Bill of Lading is not available at any discharge port to which the Vessel may be ordered by Charterers under this Charter or if Charterers require Owners to deliver cargo to a party and/or at a port other than as set out in the Bills of Lading, then Owners shall nevertheless discharge such cargo in compliance with Charterers' instructions, upon presentation by the consignee nominated by Charterers ("the Receiver") of reasonable identification to the Master and in consideration of Charterers undertaking:

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

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

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

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

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

31. FREIGHT RATE

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

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

Example: The Vessel proceeds at Charter Speed of 10 knots, the rate for which is Worldscale 40. After 10 days the Master is instructed to complete the voyage at 12 knots. The remainder of the voyage takes 20
The increased speed option provides for a premium of 0.5 of a Worldscale point per knot of increased speed over Charter Speed.

The freight rate for the above voyage would be calculated as follows:

\[
\text{Voyage freight rate} = \frac{(W40 \times 10 \text{ days}) + W41^* \times 20 \text{ days})}{30 (\text{total voyage days})}
\]

\[
= W40.67
\]

(*1 point premium for 12 knots Maximum Speed)

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

31.3 If a lump sum freight is agreed for the voyage this shall be in respect of the overall voyage of the Vessel from the first loading port to the final discharge port.

Charterers shall be entitled to load and discharge at additional ports within the Ranges stated in Sections E and F of PART 1. If the lump sum freight stated in Section H of PART 1 specifically includes additional loading or discharge ports or if a further lump sum payment is agreed for additional loading or discharge ports then no other payment shall, subject to Clauses 5 and 34, be made by Charterers and laytime or, if the Vessel is on demurrage, demurrage shall count in accordance with the provisions of this Charter.

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

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

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

32. ADDRESS COMMISSION

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

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

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

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

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

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

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

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

34. DUES AND OTHER CHARGES

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

34.2 If freight for a voyage is not based on Worldscale but is calculated on some other basis such as, without limitation, an agreed lump sum amount or a per tonne amount, Charterers shall not be liable for any costs covered by Worldscale, under a fixed or variable freight differential (Section D of Worldscale), such costs being deemed to be included in the agreed freight. However Sections 4 and 5 of Part B of the Preamble of Worldscale shall still apply.
34.3 If a charge is imposed upon Charterers by the owner of a berth by reason of prolonged occupation of the berth by the Vessel for reasons beyond the control of Charterers, their servants or agents then such charge shall be paid by Owners.

35. CARGO INSURANCE

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

36. CODING OF CARGO DOCUMENTATION - US CUSTOMS REGULATIONS

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

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

37. UNITED STATES COAST GUARD (“USCG”) CERTIFICATE OF FINANCIAL RESPONSIBILITY/UNITED STATES COAST GUARD REGULATIONS

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

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

38. EXCEPTIONS

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

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

39. WAR RISKS

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

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

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

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

39.3 Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, Owners may, by telex, request Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within forty-eight (48) hours of the receipt of such telex, Charterers shall not have nominated such a port, Owners may discharge the cargo at any safe port of their choice (including the loading port) in complete fulfilment of their obligations under this Charter. Owners shall be entitled to recover from Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharge port originally nominated. Any additional period by which the steaming time taken to reach the port at which the cargo is discharged exceeds the time which would have been taken had the Vessel proceeded to the original discharge port directly, and bunkers consumed for steaming during such additional period, shall be calculated and compensated in accordance with
39.4 If at any stage of the voyage after the loading of the cargo commences, it appears, in the reasonable judgement of the Master and/or Owners, that the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharge port, Owners may give notice to Charterers that this route should be taken. In such case this Charter shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated.

However if the Vessel discharges the cargo at a port outside the Ranges stated in Section F of PART 1, freight shall be paid as for the voyage originally designated and any additional period by which the steaming time taken to reach the discharge port exceeds the time which would have been taken to reach the originally designated discharge port directly, and bunkers consumed for steaming during such additional period, shall be calculated and compensated in accordance with the provisions of Clause 22.3. Any additional port, canal or waterway expenses incurred by Owners as a result of the Vessel discharging outside the Ranges stated in Section F of PART 1 as aforesaid shall be for Charterers' account and Charterers shall reimburse to Owners any amounts due under this Clause 39.4 upon receipt of Owners' invoice together with full supporting documentation.

39.5 The Vessel shall have liberty:-

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

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

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

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

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

39.5.6 if cargo has not been loaded or has been discharged by Owners under this Clause 39, to load other cargo for Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.
39.6 If in compliance with Clauses 39.2 to 39.5 anything is done or not done, such
shall not be deemed to be a deviation, but shall be considered as due fulfilment
by the party concerned of its obligations under this Charter.

40. BOTH-TO-BLAME COLLISION

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

"If the Vessel comes into collision with another vessel as a result of the
negligence of the other vessel and any act, neglect or default of the Master,
mariner, pilot or the servants of the carrier in the navigation or in the
management of the Vessel, the owners of the goods carried hereunder will
indemnify the carrier against all loss or liability to the other or non-carrying
vessel or her owners in so far as such loss or liability represents loss of, or
damage to, or any claim whatsoever of the owners of, said goods, paid or
payable by the other or non-carrying vessel or her owners to the owners of
said goods and set off, recouped or recovered by the other or non-carrying
vessel or her owners as part of their claim against the carrying vessel or carrier.
The foregoing provisions shall also apply where the owner, operators or those
in charge of any vessel or vessels or objects other than, or in addition to, the
colliding vessels or objects are at fault in respect of collision or contact."

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

41. GENERAL AVERAGE

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

42. NEW JASON

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

"In the event of accident, danger, damage or disaster before or after the
commencement of the voyage, resulting from any cause whatsoever, whether due to
negligence or not, for which, or for the consequence of which, the carrier is not
responsible, by statute, contract or otherwise, the cargo shippers, consignees or
owners of the cargo shall contribute with the carrier in general average to the
payment of any sacrifices, losses or expenses of a general average nature that may be
made or incurred and shall pay salvage and special charges incurred in respect of the
cargo.

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

43. **CLAUSE PARAMOUNT**

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

"CLAUSE PARAMOUNT

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

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

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

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

44. **OIL POLLUTION INSURANCE**

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

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

44.1.2 any additional oil pollution insurance cover (currently US$200 million) which is, or becomes, available from market, or other sources provided always that the security of the provider of the cover is acceptable to Charterers.

45. **OIL POLLUTION PREVENTION**

45.1 Owners undertake that the Vessel:-

45.1.1 is a tanker owned by a member of the International Tanker Owners Pollution Federation Limited and will so remain throughout the period of this Charter.
45.1.2 is entered in the P & I Club stated in Section 9.1 of the BP Shipping
stationnaire last completed by or on behalf of Owners and will
so remain unless Owners have given Charterers prior written notice
of their intention to change. Owners warrant however, that the
Vessel will only be entered in a P & I Club within the International
Group of P & I Clubs.

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

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

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

46. LIEN

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

47. SUB-LETTING

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

48. ADMINISTRATION

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

48.2 If either party requires a formal charterparty to be prepared and signed then
Owners shall procure that Owners’ broker shall prepare a charterparty in the
format of this Charter, as modified by the Recap Fixture Telex, and bearing the
same date as the Recap Fixture Telex and shall arrange for signature thereof by
both Owners and Charterers.
The construction, validity and performance of this Charter shall be governed by English Law. The High Court in London shall have exclusive jurisdiction over any dispute which may arise out of this Charter.

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

for and on behalf of

OWNERS

for and on behalf of

CHARTERERS

This Charter Party is a computer generated copy of the "BEEPEEVOY4" form printed by authority of the Association of Ship Brokers & Agents (USA), Inc., using software which is copyright. Any insertion or deletion to the form must be clearly visible. In the event of any modification made to the preprinted text of this document which is not clearly visible, the text of the original BEEPEEVOY4 approved document shall apply. The Association of Ship Brokers and Agents (USA), Inc. assumes no responsibility for any loss or damage caused as a result of discrepancies between the original approved document and this document.

APPENDIX 1

THE BP SHIPPING QUESTIONNAIRE