



EXXON COMPANY, INTERNATIONAL
A DIVISION OF EXXON CORPORATION
TRANSPORTATION DEPARTMENT

CODE WORD FOR THIS
CHARTER PARTY
EXXONVOY 90

TANKER VOYAGE CHARTER PARTY

Place Date

PREAMBLE

IT IS THIS DAY AGREED between _____ Owner/Chartered Owner
 (hereinafter called "Owner") of the _____ Flag MS/SS
 (hereinafter called "Vessel") and _____ (hereinafter called "Charterer") that the
 transportation herein provided for shall be performed subject to the terms and conditions of this Charter, which includes this Preamble and Part I and II. In the event of a conflict, the
 provisions of Part I will prevail over those contained in Part II to the extent of such conflict.

PART I

(A) VESSEL DESCRIPTION AND POSITION:

Year built: _____ Classed: _____
 Summer Deadweight: _____ Metric tons on _____ feet/meters draft in salt water on assigned summer freeboard.
 Maximum Cargo Capacity: _____ Metric tons _____ % more or less. Vessel's option.
 Cubic capacity for cargo (at 98%): _____ cubic feet/cubic meters/barrels.
 Length overall: _____ feet/meters Beam: _____ feet/meters
 Inert Gas System: [] Yes [] No
 Crude Oil Wash System: [] Yes [] No. If Crude Oil Wash is required, the allowed pumping hours specified in Part II, Clause 18 (g) shall be increased by
 a maximum of _____ hours pursuant to Part II, Clause 18 (g)
 Vessel has full capacity segregated ballast tanks (SBT): [] Yes [] No
 Vessel has clean ballast tanks (CBT): [] Yes [] No
 Cargo Tanks Coated: [] Yes [] No Type: _____
 Cargo Tanks Coiled: [] Yes [] No
 Last cargo: _____ Next to last cargo: _____
 Vessel OBQ(GSV) on date of charter: _____
 Vessel location on date of Charter: _____
 Expected ready to load: _____
 Charter speed in all weather: _____ knots laden.

(B) LAYDAYS: _____ Commencing: _____ Cancelling: _____

(C) LOADING RANGE(S)/PORT(S)/PLACE(S): One (1) or _____ safe

(D) DISCHARGING RANGE(S)/PORT(S)/PLACE(S): One (1) or _____ safe

(E) CARGO QUANTITY:

Full Cargo as defined in Part II, Clause 1 subject to the Maximum Cargo Capacity limits specified in Part I (A): [] Yes [] No
 or
 Part Cargo Minimum _____ Metric tons with Charterer's option to load up to Full Cargo as described in this Paragraph (E);
 provided Part Cargo Minimum is supplied by Charterer, no deadfreight for Charterer's account whether option exercised or not.

(F) CARGO DESCRIPTION:

(G) FREIGHT RATE:

Freight rate for Full Cargo or Part Cargo Minimum (hereinafter called "Base Freight Rate");
Freight rate for quantity above Part Cargo Minimum (hereinafter called "Overage Freight Rate");

(H) BILLING:

Freight, deadfreight, demurrage and any other monies payable to Owner pursuant to this Charter shall be payable in United States dollars and invoiced to Charterer at:
and paid to Owner at:

(I) LAYTIME: Total Laytime in running hours:

(J) DEMURRAGE/DEVIATION PER DAY:

In accordance with Part II, Clause 8, demurrage and/or deviation per day shall be based on:
Summer deadweight of Metric tons
or
Part Cargo Minimum plus Metric tons totalling Metric tons
or
United States dollars

(K) SPECIAL PROVISIONS:

(L) INCORPORATED CLAUSE(S):

The following specified Clause(s), the text(s) of which are attached hereto, shall be deemed incorporated in and made a part of this Part I.

IN WITNESS WHEREOF, the parties have caused this Charter, consisting of a Preamble, Parts I and II, to be executed in duplicate as of the day and year first above written.

Owner

Charterer

By:

Witness:

By:
PART II

Witness:

- 1 1. **DEFINITIONS.** In this Charter:
- 2 (a) "place" shall mean any berth, dock, anchorage, sea terminal, submarine line, alongside
- 3 vessel and/or lighter, whether at anchor or underway, and/or any other place to which Charterer is
- 4 entitled to order Vessel hereunder.
- 5 (b) "ILL Convention" shall mean the International Load Line Convention, 1966, or any
- 6 amendment thereof as may be applicable to the voyage(s) to be performed hereunder.
- 7 (c) "Full Cargo" shall mean a cargo which fills Vessel to its minimum freeboard, as permitted
- 8 by the ILL Convention, or fills the cubic capacity of Vessel's available cargo spaces, whichever occurs
- 9 first, after leaving appropriate space in the tanks for the expansion of cargo.
- 10 (d) "Arrival in Berth" shall mean the completion of mooring of the Vessel when loading or
- 11 discharging at a sea terminal, Vessel being all fast with gangway down and secure when loading or
- 12 discharging alongside a wharf/berth or Vessel being all fast alongside a barge, lighter or other vessel
- 13 when loading from or discharging to a barge, lighter or other vessel.
- 14 (e) Where it is stipulated herein that the Vessel shall meet some requirement, such stipulation
- 15 shall be taken to include any requirement that might be placed upon the Owner, operator and/or personnel
- 16 of the Vessel."
- 17 2. **VESSEL**
- 18 (a) **DESCRIPTION/CONDITION.** Owner warrants that, from the time when the obligation
- 19 to proceed to the loading port(s) or place(s) attaches and throughout Vessel's service under this Charter,
- 20 Vessel shall be as described in Part I (A). Owner further warrants that, during the period just described,
- 21 Owner shall exercise due diligence to ensure that Vessel and its hull, machinery, boilers, all tanks and
- 22 all other equipment including, but not limited to, pipes, pumps, valves, inert gas and crude oil wash
- 23 systems (if Vessel is so equipped), navigational equipment, heating coils and facilities, shall be fully
- 24 functional and in good working order and condition and in every way seaworthy and fit to carry cargo
- 25 and perform the voyage(s) required under this Charter.
- 26 (b) **COMPLEMENT.** Owner warrants that, during the period described in Paragraph (a) of
- 27 this Clause, Vessel shall have a full and efficient complement of Master, officers and crew, with adequate

28 training and experience in operating all Vessel's equipment including, but not limited to, inert gas and
29 crude oil wash systems (if Vessel is so equipped), and that Master and all officers shall possess valid
30 and current certificates/documents issued or approved by the country of Vessel's registry. Owner further
31 warrants the conversational English language proficiency of Master and officer(s) in charge of cargo
32 and bunker oil handling.

33 (c) **COMPLIANCE.** Owner warrants that Vessel shall, during the period described in Paragraph
34 (a) of this Clause, be in full compliance with all applicable international conventions, all applicable laws,
35 regulations and/or other requirements of the country of Vessel registry and of the countries of the port(s)
36 and/or place(s) to which Vessel may be ordered hereunder and all applicable regulations and/or require-
37 ments of any terminals or facilities in such port(s) or place(s) where Vessel shall load or discharge. Owner
38 further warrants that Vessel shall have on board, during the subject period, all certificates, records
39 other documents required by the aforesaid conventions, laws, regulations and/or requirements.

40 (d) **BREACH.** If any of the warranties stipulated in this Clause are breached, any delay resulting
41 therefrom shall not count as laytime or, if Vessel is on demurrage, as time on demurrage and any expense
42 attributable to such delay shall be for Owner's account.

43 3. **CLEANING.**

44 (a) Owner shall clean the tanks, pipes and pumps of Vessel at its expense to the satisfaction
45 of Charterer's representative(s). If the cargo specified in Part I (F) is clean product and inspection
46 the tanks is required, Owner shall gasfree the tanks as necessary. Any time used for tank inspection and
47 any re-inerting of Vessel shall count as laytime or, if Vessel is on demurrage, as time on demurrage.
48 Any time required for cleaning and gasfreeing shall not count as laytime or, if Vessel is on demurrage,
49 as time on demurrage. Compliance with this Clause shall not be deemed compliance with Owner's
50 obligations under Clause 2, which are in no way lessened by this Clause.

51 (b) Vessel shall not be responsible for any admixture, if more than one quality of oil is shipped,
52 nor for contamination or deterioration in quality of the cargo unless the admixture, contamination
53 deterioration results from (i) unseaworthiness existing at the inception of loading which was discoverable
54 by the exercise of due diligence or (ii) error or fault of the servants of Owner in the loading, care
55 discharging of the cargo.

56 4. **VOYAGE(S).**

57 (a) Vessel shall proceed with utmost dispatch to any port(s) or place(s) as ordered by Charterer
58 in accordance with Part I (C) and there load a cargo as specified in Part I (E) and (F). On completion
59 of loading, Vessel shall then forthwith proceed to any port(s) or place(s) as ordered by Charterer in
60 accordance with Part I (D) and there deliver said cargo. Except when required by reason of Vessel fault,
61 lightening within port limits shall be at Charterer's expense.

62 (b) Owner shall timely transmit Charterer's voyage instructions in their entirety to the Vessel.
63 Owner shall ensure that Charterer is promptly advised of all accidents to, and/or pollutions involving,
64 the Vessel and of any Vessel system failure. Such advice shall be given by telephone or telex (if by telephone,
65 same shall be confirmed by telex).

66 (c) Owner warrants that, throughout Vessel's Service under this Charter, Owner shall have full
67 and valid Protection and Indemnity Insurance ("P&I Insurance") and valid Excess Pollution Liability
68 Insurance ("Excess Insurance") for the Vessel, as described in subparagraph (b) of this Clause, with
69 the P&I Insurance placed with a P&I Club which is a Member of the International Group of P&I Clubs.
70 This P&I Insurance and Excess Insurance shall be at no cost to Charterer. The P&I Insurance must include
71 coverage against liability for cargo loss/damage for an unlimited liability amount per incident and coverage
72 against liability for Pollution (including TOVALOP obligations) for an amount not less than US \$500
73 Million per incident. The Excess Insurance must cover like liability for Pollution for an amount not less
74 than US \$200 Million per incident. If requested by Charterer, Owner shall promptly furnish to the Charterer
75 proper evidence of such P&I Insurance and Excess Insurance immediately upon signing this Charter or
76 at any time during the Charter term. The above warranty is to be regarded as an essential part of this
77 Charter, which is conditional on its truth or performance, so that its breach entitles the Charterer, in
78 Charterer's option, to terminate the Charter and/or to recover any damages allowable in Law.

79 5. **MAXIMUM CARGO.** In no event shall Charterer be required to provide, nor shall Vessel load,
80 a cargo quantity in excess of a Full Cargo. In addition, Charterer shall not be required to provide a
81 cargo quantity in excess of the maximum cargo capacity specified in Part I (A). All time lost and expense
82 incurred by reason of Vessel loading a quantity of cargo which puts Vessel, at any stage of the voyage(s)
83 hereunder, below the marks permissible under the ILL Convention shall be for Owner's sole account.

84 6. **FREIGHT.**

85 (a) Freight shall be paid at the rate stipulated in Part I (G) and shall be computed on gross
86 quantity as stated on the Bill of Lading and on quantity of documented tank washings if freight thereon
87 is payable in accordance with Clause 33 (a); provided, however, that no freight shall be payable on any
88 quantity of cargo which puts Vessel, at any stage of the voyage(s) hereunder, below the marks permissible
89 under the ILL Convention. Deadfreight shall be paid in accordance with Clause 7. No deduction from
90 freight shall be made for water and/or sediment contained in the cargo, nor for any claim Charterer
91 or cargo interests may have against Owner or Vessel arising under this Charter or Bills of Lading issued
92 for the cargo. Payment of freight shall be made by Charterer without discount upon Charterer's receipt
93 of notice of completion of discharge of cargo at last discharging place less any disbursements made to

94 Master or Owner's agent(s) at port(s) or place(s) of loading and/or discharging plus cost of insurance,
95 commissions and expenses on said disbursements and any other costs incurred by Charterer on Owner's
96 behalf pursuant to this Charter.

97 (b) **WORLDSCALE.** Unless otherwise stipulated herein, all rates, hours, terms and conditions
98 in the Worldwide Tanker Nominal Freight Scale current on the date of this Charter (hereinafter called
99 "WORLDSCALE") shall apply to this Charter regardless of when Vessel loads.

100 (c) If cargo is carried between places and/or by a route for which no rate is expressed in
101 WORLDSCALE, then, in the absence of agreement as to the freight rate, the parties hereto will apply
102 to either of the publishers of WORLDSCALE for a binding determination of an appropriate
103 WORLDSCALE rate.

104 7. **DEADFREIGHT.** Should the entire cargo quantity specified in Part I (E) not be supplied, Master
105 shall give immediate notice to Charterer by telegraph, telex or radio that such cargo quantity has not
106 been furnished, indicating shortage, and shall then await Charterer's instructions. Should Charterer fail
107 to provide further cargo, Vessel upon request of Charterer, shall then proceed on its voyage provided
108 that the tanks in which the cargo is loaded are sufficiently filled to put it in a seaworthy condition. If
109 any delay is caused to Vessel by reason of Master waiting for Charterer's instructions as aforesaid, such
110 delay shall count as laytime or, if Vessel is on demurrage, as time on demurrage and any expense incurred
111 by Vessel attributable solely to such delay shall be for Charterer's account. Deadfreight shall be paid
112 at the Base Freight Rate on the shortage (being the difference between the cargo quantity specified in
113 Part I (E) and the quantity loaded as shown on the Bills of Lading) provided such deadfreight charge
114 is fully documented by cable advice from Master or by deadfreight certificate. Charterer shall be credited
115 with any freight on residues earned by Owner in accordance with Clause 33(a) (iii).

116 8. **DEMURRAGE/DEVIATION RATE.** The rate for demurrage and/or deviation shall be the
117 fixed dollar figure specified in Part I (J) or the rate derived by determining the applicable rate from the
118 WORLDSCALE Demurrage Table for tonnage specified in Part 1 (J) and multiplying that rate by the
119 Base Freight Rate. If a Part Cargo Minimum basis is specified in Part I (E) and Charterer exercises its
120 option to load additional cargo, any demurrage and/or deviation shall, nevertheless, remain payable
121 at either the aforesaid fixed dollar rate or at the aforesaid rate based on the tonnage specified in Part
122 I (J), whichever is applicable. The applicable rate under this Clause shall hereinafter be called "Demurrage
123 Rate" or "Deviation Rate" as is appropriate.

124 9. **LOADING AND DISCHARGING PORT(S)/PLACE(S).**

125 (a) Charterer shall nominate loading or discharging port(s) and/or place(s) or order Vessel to
126 a destination for orders. If Vessel is ordered to a destination for orders, Charterer shall thereafter nominate
127 loading or discharging port(s) and/or place(s). All such nominations or orders shall be made in sufficient
128 time to avoid delay to Vessel.

129 (b) **CHANGE OF DESTINATION.** After nominating loading and/or discharging port(s) or
130 place(s) pursuant to Paragraph (a) of this Clause, Charterer may nominate new port(s) or place(s), whether
131 or not they are within the range of the previously nominated port(s) or place(s) and/or vary the rotation
132 of any nominated port(s) or place(s) and Owner shall issue instructions necessary to make such change(s).
133 It is understood and agreed, however, that the aforesaid option to nominate new loading port(s) or place(s)
134 in different ranges shall lapse on Vessel tendering Notice of Readiness at a nominated loading port or
135 place and that the aforesaid option to nominate new discharging port(s) or place(s) in different ranges
136 shall lapse on Vessel tendering Notice of Readiness at a nominated discharging port or place. If a change
137 to, or varying the rotation of, nominated port(s) or place(s) occurs or if Vessel is sent to a destination
138 for orders, any time by which the steaming time to the port(s) or place(s) to which Vessel is finally ordered
139 exceeds that which would have been taken if Vessel had been ordered to proceed to such port(s) or place(s)
140 in the first instance shall be compensated at the Deviation Rate per running day and pro rata for a part
141 thereof. In addition, Charterer shall pay for extra bunkers consumed during such excess time at Owner's
142 documented actual replacement cost at the port where bunkers are next taken.

143 (c) Any order of Vessel to a destination for orders, all nominations and any renominations
144 pursuant to this Clause shall be consistent with Part 1 (C) and (D).

145 10. **ETA.**

146 (a) Unless otherwise instructed, the following Estimated Time of Arrival (ETA) notifications
147 shall be given. As soon as commencing the voyage to the nominated loading port(s) or place(s), Master
148 shall advise Charterer and Vessel's agent of Vessel's estimated date and time of arrival at the nominated
149 loading port(s) or place(s). Further, provided the length of the voyage permits, Master shall confirm
150 or amend such advice seventy-two (72), forty-eight (48) and twenty-four (24) hours prior to Vessel's arrival
151 at the loading port(s) or place(s). On leaving the final loading port or place, Master shall advise Charterer
152 and Vessel's agent of Vessel's estimated date and hour of arrival at the nominated discharging port(s)
153 or place(s). Further, provided the length of the voyage permits, Master shall confirm or amend such
154 advice seventy-two (72), forty-eight (48) and twenty-four (24) hours prior to Vessel's arrival at the
155 discharging port(s) or place(s). In addition, on leaving the final loading port or place, Master shall advise
156 Charterer of expected maximum draft at arrival and, provided the length of the voyage permits, shall
157 confirm or amend such advice no later than seventy-two (72) hours prior to Vessel's arrival at the
158 discharging port(s) or place(s).

159 (b) An alteration of more than three (3) hours in the twenty-four (24) hour notice or an alteration

160 of more than twelve (12) hours in any other advice given pursuant to Paragraph (a) of this Clause shall
161 be advised by Master to Charterer and Vessel's agent.

162 (c) If, for any reason, Vessel is unable to trim to even keel for arrival at the discharging port(s)
163 or place(s), Master shall give notice of this to Charterer as soon as possible after receiving such loading
164 instructions but no later than sailing from the final loading port or place. Such notice shall include Vessel's
165 estimated arrival draft forward and aft.

166 (d) If Master fails to comply with the requirements of Paragraphs (a), (b) and/or (c) of this
167 Clause, any delay resulting therefrom at loading and/or discharging port(s) or place(s) shall not count
168 as laytime or, if Vessel is on demurrage, as time on demurrage.

169 (e) At each loading and discharging port or place, Master or Vessel's agent shall promptly notify
170 Charterer of the dates and times the following events occurred:

- 171 • Notice of Readiness to load/discharge tendered
- 172 • All fast
- 173 • Hoses connected
- 174 • Hoses disconnected
- 175 • Vessel sailed
- 176 • All cargo documents on board

177 (f) All advices and notifications required by this Clause shall be made by telegraph, telex or
178 radio (if radio, subsequently confirmed in writing).

179 11. **NOTICE OF READINESS.** Upon arrival at customary anchorage or waiting place at each loading
180 and discharging port or place, Master or Vessel's agent shall give Charterer or its representative notice
181 by letter, telegraph, telex, radio or telephone (if radio or telephone, subsequently confirmed promptly
182 in writing) that Vessel is in all respects ready to load or discharge cargo, berth or no berth.

183 12. **CANCELLATION OF CHARTER.** If Vessel has not tendered a valid Notice of Readiness by
184 1600 hours local time on the Cancelling Date specified in Part I (B), Charterer shall have the right to
185 cancel this Charter by notifying Owner or Owner's agent by telegraph, telex or radio (if radio, subsequently
186 confirmed promptly in writing) of such cancellation within forty-eight (48) hours local time after expiration
187 of the said Cancelling Date, failing which this Charter shall remain in full force and effect. Charterer's
188 said option shall continue to apply even if Vessel tenders Notice of Readiness within the just-mentioned
189 forty-eight (48) hour period. However, if Vessel is delayed by reason of Charterer's change of orders
190 pursuant to Clause 9 and/or by ice risks as stipulated in Clause 21, the said Cancelling Date shall be
191 extended, with the option of cancellation as aforesaid, by any time so directly lost. Cancellation or failure
192 to cancel shall be without prejudice to any claims for damages Charterer may have for late tender of
193 Vessel's services.

194 13. **LAYTIME/DEMURRAGE**

195 (a) **COMMENCEMENT/RESUMPTION.** Laytime or time on demurrage, as herein provided,
196 shall commence or resume upon the expiration of six (6) hours after receipt by Charterer or its
197 representative of Notice of Readiness or upon Vessel's Arrival in Berth, whichever occurs first. Laytime
198 shall not commence before 0600 hours local time on the Commencing Date specified in Part I (B) unless
199 Charterer shall otherwise agree, in which case laytime shall commence upon Vessel's Arrival in Berth.

200 (b) **DURATION.** The laytime specified in Part I (I) shall be allowed free of expense to Charterer
201 for the purpose of loading and discharging cargo and all other Charterer's purposes. Laytime or, if Vessel
202 is on demurrage, time on demurrage, shall continue until all cargo hoses have been completely disconnected
203 upon the final termination of the loading or discharging operation. Disconnection of all cargo hoses
204 shall be promptly effected. If Vessel is delayed in excess of two (2) hours after such disconnection of
205 cargo hoses solely for Charterer's purposes, laytime or, if Vessel is on demurrage, time on demurrage
206 shall be deemed to have continued without interruption from the disconnection of the cargo hoses until
207 the termination of such delay.

208 (c) **PAYMENT.** Charterer shall pay demurrage per running day and pro rata for a part thereof
209 for all time by which the allowed laytime specified in Part I (I) is exceeded by the time taken for loading
210 and discharging and for all other Charterer's purposes and which, under this Charter, counts as laytime
211 or as time on demurrage.

212 14. **LAYTIME/DEMURRAGE CONSEQUENCES**

213 (a) **SPECIFIED.** Any delay to Vessel after the expiration of six (6) hours from Charterer's receipt
214 of Notice of Readiness before Arrival in Berth or any delay to Vessel after Arrival in Berth, due to weather
215 and/or sea conditions, unavailability of berth (prior to Arrival in Berth), unavailability of cargo, fire,
216 explosion or strike, lockout or stoppage of labor or breakdown of machinery or equipment in or about
217 the installation, facility, terminal or plant of Charterer, supplier, shipper or consignee of the cargo, or
218 solely for Charterer or terminal purposes, shall count as laytime or, if Vessel is on demurrage, as time
219 on demurrage. If demurrage is incurred and the Vessel has been delayed in berthing, loading and/or
220 discharging (hereinafter in this Paragraph (a) called "Delay") due to weather and/or sea conditions (be
221 the Delay prior to or after the expiration of laytime), that span of time on demurrage equal to the period
222 or periods of Delay as just described shall be paid at half of the Demurrage Rate, and the latter is so
223 irrespective of any option given in part I (C) and (D). If, during a period of Delay, weather and/or sea
224 conditions co-existed, along with any of the other conditions described in this Paragraph (a), the weather
225 and/or sea conditions shall conclusively be deemed to be sole cause of the Delay, either if they caused

226 the Delay independently of the other conditions or could have caused the Delay if the other conditions
227 had not so co-existed. Weather and/or sea conditions shall include, but not be limited to, lightning, storm,
228 wind, waves and/or swells. The foregoing provisions as to payment of half the Demurrage Rate shall
229 not apply where the Vessel is lightened or discharged at sea.

230 (b) **EXCLUSIONS.** *Notwithstanding the provisions of any other Paragraph of this Clause or*
231 *any other Clause of this Charter to the contrary, time shall not count as laytime or, if Vessel is on*
232 *demurrage, as time on demurrage, if such time is spent or lost:*

233 (i) As a result of labor dispute, strike, go slow, work to rule, lockout, stoppage or restraint
234 of labor involving Master, officers or crew of Vessel or tugboats or pilots unless, in the case where Charterer
235 has load/discharge port options, a labor dispute, strike, go slow, work to rule, lockout, stoppage or
236 restraint of labor of tug boats or pilots, is in force at the port at the time Charterer nominated such port.

237 (ii) On an inward passage, including, but not limited to, awaiting daylight, tide, tugs or pilot,
238 and moving from an anchorage or other waiting place, even if lightening has taken place at the anchorage
239 or other waiting place, until Vessel's Arrival in Berth.

240 (iii) Due to overflow, breakdown, inefficiency, repairs or any other conditions whatsoever
241 attributable to Vessel, Master, officers, crew and/or Owner, including inability to load or discharge the
242 cargo within the time allowed and/or failure to meet Vessel warranties stipulated in this Charter.

243 (iv) Due to Owner or port authority prohibiting loading or discharging.

244 (v) By reason of local law or regulations, action or inaction by local authorities (including, but
245 not limited to, Coast Guard, Naval, Customs, Immigration or Health authorities), with the exception,
246 however, of port closure due to weather and/or sea conditions.

247 (vi) In ballasting or deballasting, lining up and/or draining of pumps/pipelines, cleaning
248 of tanks, pumps, pipelines, bunkering or for any other purposes of the Vessel only, unless same is carried
249 out concurrent with loading and/or discharging so that no loss of time is involved.

250 (vii) Due to an escape or discharge of Oil or the Threat of an escape or discharge of Oil
251 on or from Vessel. (The term "Oil" and the phrase "Threat of an escape or discharge of Oil" shall
252 for the purpose of this Clause have the same meaning as in Clause 33 (b).)

253 (c) **OTHER REFERENCES.** Laytime and demurrage references are also contained in the
254 following Clauses:

255 Clause 2 (d) Vessel-Breach

256 3 (a) Cleaning

257 5 Maximum Cargo

258 7 Deadfreight

259 8 Demurrage/Deviation Rate

260 10 (d) ETA

261 13 Laytime/Demurrage

262 15 (a) Lightening/Discharge at Sea

263 16 (c) and (d) Shifting and Off Berth

264 17 (d) Cargo Measurement

265 18 (a)(c)(d)(f) and (g) Pumping In and Out

266 19 Back Loading

267 21 (b) Ice-At Port

268 22 Dry Cargo

269 23 Quarantine

270 24 (b) Inspection-Bunker Sampling

271 25 Heat

272 27 (c) Bills of Lading

273 29 (b) Exceptions

274 33 (a) Clean Seas-Handling of Tank Washings

275 35 Waiver of Claims

276 (d) **UNSPECIFIED.** Any delays for which laytime/demurrage consequences are not specifically
277 allocated in this or any other Clause of this Charter and which are beyond the reasonable control of
278 Owner or Charterer shall count as laytime or, if Vessel is on demurrage, as time on demurrage. If
279 demurrage is incurred, on account of such delays, it shall be paid at half the Demurrage Rate.

280 15. **LIGHTENING/DISCHARGE AT SEA.**

281 (a) Except when required by reason of fault attributable to Vessel, any lightening or discharge
282 at sea or at a place outside a port shall be at the expense of Charterer and, notwithstanding Clauses
283 11, 13 (a) and 14 (a), time used for such lightening or discharge shall count as laytime or as time on
284 demurrage, as provided below:

285 (i) If Vessel is lightened at sea or at a place outside a port, laytime or, if Vessel is on
286 demurrage, time on demurrage shall commence when Vessel arrives at the lightening site designated by
287 Charterer and shall end when disconnecting of the cargo hoses from the last cargo receiving vessel has
288 been completed.

289 (ii) If Vessel is fully discharged at sea or at a place outside a port, laytime or, if Vessel is
290 on demurrage, time on demurrage shall commence upon the expiration of six (6) hours after Vessel arrives
291 at the lightening site designated by Charterer or when Vessel is all fast alongside the first cargo receiving

292 vessel, whichever occurs first, and end when disconnection of the cargo hoses from the last cargo receiving
293 vessel has been completed.

294 (b) If Vessel is fully discharged at sea, freight payment shall, in the absence of agreement as
295 to the appropriate freight rate, be based on the freight rate stipulated in Part I (G) multiplied by a flat
296 rate which shall be obtained from the Worldscale Association (London) Limited or the Worldscale
297 Association (NYC) Inc. If Vessel is lightened at sea, the lightening site shall not constitute a port or place
298 additional to those specified in Part I (D) and the freight rate for the voyage shall be the same as if
299 the lightening had not taken place. Charterer, however, shall reimburse Owner for any time by which
300 the steaming time to the final discharging port or place exceeds that which would have been taken if
301 Vessel had not lightened at the Deviation Rate per day or pro rata for a part thereof. In addition, Charterer
302 shall pay for extra bunkers consumed by Vessel during such excess time at Owner's documented actual
303 replacement cost at the port where bunkers are next taken.

304 (c) If Vessel is lightened or discharged at sea as aforesaid, Charterer shall at its expense provide
305 a Lightening Master and/or portable lightening equipment to Vessel in order to assist in the lightening
306 or discharging operation, as the case may be. Such Lightening Master shall only be an advisor to Master
307 of Vessel, who shall continue to be fully and solely responsible for the operation, management and
308 navigation of Vessel during the entire lightening or discharging operation.

309 16 **LOADING/DISCHARGING PLACE.**

310 (a) Vessel shall not be required to berth where the maximum draft of Vessel is greater than
311 the depth of water at low tide. In such cases, Charterer undertakes to discharge sufficient cargo into
312 vessels and/or lighters within port limits to enable Vessel to safely reach and lie at berth always afloat.

313 (b) **SAFE LOCATION(S).** Charterer shall exercise due diligence to order Vessel to port(s) or
314 place(s) which are safe for Vessel and where it can lie always safely afloat. Notwithstanding anything
315 contained in this or any other Clause in this Charter to the contrary, Charterer does not warrant the
316 safety of any such port(s) or place(s) and shall not be responsible for any loss, damage, injury or delay
317 resulting from any unsafe condition at such port(s) or place(s) unless caused by Charterer's failure to
318 exercise due diligence as aforesaid. The term "safe" as used in Part I (C) and (D) shall be construed
319 to be consistent with Charterer's obligation as set forth in this Paragraph (b).

320 (c) **SHIFTING.** Charterer shall have the right to shift Vessel within any port of loading and/or
321 discharging from one loading or discharging place back to the same or to another such place once or
322 more often. In the event that Charterer exercises this right, Charterer shall pay all additional expenses
323 properly incurred, including additional Bunkers. Time spent shifting shall count as laytime or, if Vessel
324 is on demurrage, as time on demurrage. For purposes of freight payment, the places grouped in port
325 and terminal combinations in **WORLDSCALE** are to be considered as berths within a single port, with
326 Charterer paying shifting expenses in accordance with the foregoing.

327 (d) **OFF BERTH.** Charterer or terminal operator shall have the right to shift Vessel from a
328 loading and/or discharging place if Vessel fails to meet the pumping and/or heating warranties stipulated
329 in Clauses 18 and 25 so as to avoid delay to other vessels waiting to use such place. Charterer or terminal
330 operator shall also have the right to shift Vessel from a loading and/or discharging place due to an unsafe
331 condition of Vessel. In such situation(s), Charterer shall not be obliged to provide an alternative loading
332 or discharging place to the place from which Vessel was shifted. However, Charterer shall exercise due
333 diligence to arrange prompt reberthing and commencement of loading or discharging once Vessel has
334 corrected deficiency(ies). All expenses related to this shifting and any reberthing shall be for Owner's
335 account and all time lost by reason of the foregoing shall not count as laytime or, if Vessel is on demurrage,
336 as time on demurrage. An Off Berth reference is also contained in Clause 24 (b).

337 17. **CARGO MEASUREMENT.**

338 (a) Prior to loading, Master shall measure the on board quantities of oil, water and sediment
339 residues which are segregated in all holding tanks and slop tanks and those which remain in cargo tanks
340 and, if requested, shall advise supplier(s) and Charterer of such quantities. After loading, Master shall
341 determine the cargo quantities loaded, expressing these cargo quantities in barrels at standard temperature
342 (60F), using for such calculations the latest Manual of Petroleum Measurement Standards issued by
343 the American Petroleum Institute (API MPMS) or similar standards issued by the American Society for
344 Testing and Materials. A written tank-by-tank ullage report containing all measurements of oil, water
345 and sediment residues on board prior to loading and quantities of cargo loaded shall be prepared and
346 promptly submitted by Master to Charterer.

347 (b) If Master's calculations of cargo loaded (oil, water and sediment residues on board excluded),
348 after applying the Vessel's Experience Factor, show any deficiency from the Bill of Lading figures, Master
349 shall, if investigation and recalculation verify such deficiency, issue a Letter of Protest to supplier(s) (which
350 should, if practical, be acknowledged) and shall advise Charterer of such deficiency immediately by telegraph,
351 telex or radio and thereafter shall send a copy of the Letter of Protest to Charterer. Vessel shall have on
352 board sufficient historical information for the calculation of a Vessel Experience Factor (VEF) using the latest
353 edition of the API MPMS. Master shall calculate and apply the VEF as so determined during all loadings.

354 (c) Prior to discharging, Master shall measure the quantity of each grade of cargo on board,
355 expressing these quantities in barrels at standard temperature (60F) using the same calculation procedures
356 specified in Paragraph (a) of this Clause. Before and after discharging, Master shall cooperate with shore
357 staff to ascertain discharged quantities. Vessel shall be obliged to discharge all liquid oil and, if ordered

358 by Charterer, any residues of oil, water and sediment. Vessel's just-mentioned obligation shall not in
359 any way be qualified or limited by any purported custom of the trade which is based on a stated in-
360 transit loss or which otherwise would excuse Vessel from discharging all liquid cargo and residues.

361 (d) An inspector may be employed by Charterer at its expense to verify quantities and qualities
362 of cargo and residues on board Vessel at both loading and discharging port(s) and/or place(s). If Vessel
363 is equipped with an Inert Gas System, depressurization of tanks to permit ullage measurements shall
364 be allowed in accordance with the provisions of the most recent Inert Gas Systems for Oil Tankers
365 publication issued by the International Maritime Organization (IMO). Any time used solely for such inspec-
366 tions and/or measurements shall count as laytime or, if Vessel is on demurrage, as time on demurrage.

367 **18. PUMPING IN AND OUT.**

368 (a) Hoses for loading and discharging shall be furnished by Charterer and shall be connected and
369 disconnected by Charterer or by Owner, at Charterer's option. When Vessel loads and/or discharges at sea
370 terminal(s), Vessel shall be properly equipped, at Owner's expense, for operations at such terminal(s), including
371 suitable anchors, ground tackle, mooring lines and equipment for handling submarine hoses. Vessel shall
372 also be properly equipped with a sufficient number of cargo manifold reducing pieces of steel or compar-
373 able material (excluding aluminum and gray cast iron) which meet the most recent Oil Companies Interna-
374 tional Marine Forum (OCIMF) standards, to make available appropriate flanges for cargo hoses/arms at all
375 manifold connections on one side of Vessel. If Vessel is not properly equipped as required in this Paragraph
376 (a), any time thereby lost shall not count as laytime or, if Vessel is on demurrage, as time on demurrage.

377 (b) The cargo shall be pumped into Vessel at the expense and risk of Charterer only up to Vessel's -
378 permanent hose connections. The cargo shall be discharged from Vessel at the expense and risk of Owner
379 only up to Vessel's permanent hose connections. Vessel shall provide all necessary pumps, power, and
380 hands required on board for mooring and unmooring, connecting and disconnecting of hoses and loading
381 and discharging. If requested by Charterer, Vessel shall load and/or discharge more than one grade
382 simultaneously if Vessel is technically capable of doing so.

383 (c) Owner warrants that Vessel shall arrive at the loading place(s) with cargo tanks properly
384 inerted and that such tanks shall so remain inerted throughout the loading of the cargo, the voyage and
385 the subsequent discharging of the cargo. In case of an Inert Gas System failure during loading and/or
386 discharging, cargo operations shall be suspended immediately until the System becomes fully operational,
387 any deficiency in inerting is fully corrected and the terminal (or other loading and/or discharging facility)
388 has given permission to resume operations. Time used from cessation to resumption of cargo operations
389 shall not count as laytime or, if Vessel is on demurrage, as time on demurrage.

390 (d) If required by Charterer, Vessel, after discharging, shall clear shore pipelines of cargo by
391 pumping water through them and the time thereby consumed shall count as laytime or, if Vessel is on
392 demurrage, as time on demurrage.

393 (e) All overtime incurred by officers and crew in loading and/or discharging shall be for the
394 account of Owner.

395 (f) Vessel shall load at rates requested by Charterer having due regard for the safety of Vessel.

396 Owner warrants that Vessel shall discharge entire cargo (be it one or more grades) within twenty-four
397 (24) hours pumping time or maintain pressure at Vessel's rail during the entire period of discharge as
398 specified below, provided shore facilities permit:

<u>Vessel kDWT per Part I (A)</u>	<u>Rail Pressure, psi</u>
Less than 60	100
60 to 160	125
Greater than 160	150

405 All time lost as a result of Vessel being unable to discharge its cargo in accordance with the pumping
406 warranty above shall not count as laytime or, if Vessel is on demurrage, as time on demurrage. If the
407 terminal or place of discharging does not allow or permit Vessel to meet the above warranty or requires
408 discharging grades consecutively, Master shall forthwith issue a Letter of Protest (which should, if practical,
409 be acknowledged) to such terminal or place and shall immediately advise Charterer by telegraph, telex
410 or radio. If Master fails to issue the Letter of Protest, Owner shall be deemed to waive any rights to
411 contest that time was lost as a result of Vessel's failure to comply with the above pumping warranty.
412 Any pumping time lost solely due to restrictions imposed by the terminal or place of discharging shall
413 count as laytime or, if Vessel is on demurrage, as time on demurrage.

414 (g) Charterer shall have the right to require Vessel, if it is so equipped, to Crude Oil Wash the
415 cargo tanks and, in such case, the allowed pumping hours (i.e. the twenty-four (24) hours of pumping
416 time specified in Paragraph (f) of this Clause or the number of pumping hours taken to discharge the
417 entire cargo when Vessel maintains the applicable rail pressure in accordance with Paragraph (f) of this
418 Clause, whichever is applicable) shall be increased by the maximum hours specified in Part I (A) for
419 Crude Oil Wash operations. If less than all of the tanks are washed, the said maximum hours shall be
420 prorated on the basis of the number of tanks washed to the total number of cargo tanks and the hours
421 resulting from such proration shall be added to the allowed pumping hours. If Crude Oil Wash is not
422 conducted, Charterer shall have the right to require Vessel to remain at berth for clingage rundown or
423 other cargo recovery technique. The time for such clingage rundown or other cargo recovery technique

424 shall not exceed ten (10) hours and the time so used shall count as laytime or, if Vessel is on demurrage,
425 as time on demurrage.

426 19. **BACK LOADING.** Charterer shall have the option of loading Vessel with a part cargo at any
427 discharging port or place to which Vessel may have been ordered, provided that such part cargo is as
428 described in Part I (F) and is compatible with cargo then on board. Owner shall discharge such part
429 cargo at any other discharging port(s) or place(s) previously nominated, provided such port(s) or place(s)
430 lie within the rotation of the discharging ports or places previously nominated. If this option is exercised,
431 additional time consumed awaiting berth and/or cargo and/or tank preparation and/or loading and
432 discharging such part cargo shall count as laytime or, if Vessel is on demurrage, as time on demurrage.
433 Any additional expenses, including port charges, incurred as a sole result of loading and discharging
434 such part cargo shall be for Charterer's account.

435 20. **DUES, TAXES AND OTHER CHARGES.** Unless otherwise specified in WORLD-SCALE and
436 to the extent not prohibited by law, dues, taxes and other charges upon Vessel (including those assessed
437 on the quantity of cargo loaded or discharged or on the freight) shall be paid by Owner and dues, taxes
438 and other charges on the cargo shall be paid by Charterer. Vessel shall be free of charges for the use
439 of any place(s) arranged by Charterer solely for the purpose of loading or discharging cargo. However,
440 Owner shall be responsible for charges for any such place(s) when used solely for Vessel's purposes, such
441 as, but not limited to, awaiting Owner's orders, tank cleaning, repairs, before, during or after loading
442 and/or discharging.

443 21. **ICE.**

444 (a) **DURING VOYAGE.** In case a nominated port or place of loading or discharging should
445 be inaccessible due to ice, Master shall immediately notify Charterer by telegraph, telex or radio, requesting
446 revised orders and shall remain safely outside the ice-bound area. Charterer shall give orders for another
447 port or place which is free from ice and where there are facilities for the loading or discharging of the
448 cargo in bulk. In this event, freight shall be paid at the rate stipulated in Part I (G) from or to such
449 alternate port or place and any time by which the steaming time from or to such port or place exceeds
450 that which would have been taken if the Vessel had been ordered to proceed from or to such port or
451 place in the first instance shall be compensated at the Deviation Rate per running day and pro-rata thereof.
452 In addition, Charterer shall pay for extra bunkers consumed during such excess time at Owner's docu-
453 mented actual replacement cost for such bunkers at the port where bunkers are next taken.

454 (b) **AT PORT.** If, on or after Vessel's arrival at the loading or discharging port or place, it
455 is dangerous to remain at such port or place for fear of Vessel being frozen-in or damaged, Master shall
456 notify Charterer who shall give orders for Vessel either to proceed to another port or place where there
457 is no danger of ice and where there are facilities for the loading or discharging of the cargo in bulk or
458 to remain at such original port or place at Charterer's risk. If Vessel is ordered to proceed to another
459 port or place, the sum in respect of freight and delay to be paid by Charterer shall be as stipulated in
460 Paragraph (a) of this Clause. If Vessel remains at such original port or place, any time so lost on account
461 of ice shall count as laytime or, if Vessel is on demurrage, as time on demurrage.

462 22. **DRY CARGO.** Charterer has the option of shipping packaged and/or general cargo (including
463 oils and bitumen in drums) in the available dry cargo space. Freight shall be payable on such cargo in
464 accordance with Clause 6 at the Base Freight Rate and Charterer shall pay, in addition, all expenses,
465 including port dues, incurred solely as a result of the packaged and/or general cargo being carried. The
466 time used loading and discharging such dry cargo shall count as laytime or, if Vessel is on demurrage,
467 as time on demurrage, but only to the extent that such time is not concurrent with time used loading
468 and/or discharging the oil cargo.

469 23. **QUARANTINE.** Time lost at any port or place due to quarantine shall not count as laytime
470 or, if Vessel is on demurrage, as time on demurrage unless such quarantine was in force at the time when
471 such port or place was nominated by Charterer.

472 24. **INSPECTION.**

473 (a) **OPERATIONS.** Charterer's representative(s) shall have the right at loading and/or discharg-
474 ing port(s) or place(s) to inspect Vessel and observe operations. Owner shall instruct Master to give every
475 assistance so as to enable said representative(s) to properly observe operations throughout Vessel.

476 (b) **BUNKER SAMPLING.** Charterer's representative(s) shall have the right to survey and take
477 samples of all Vessel's bunker tanks and non-cargo spaces. Refusal by Master to permit such bunker
478 surveying and sampling shall give Charterer or terminal operator the right to order Vessel off berth.
479 All time lost by reason of such refusal, including any time used in shifting Vessel off and back to berth,
480 shall not count as laytime or, if Vessel is on demurrage, as time on demurrage. Further, all expenses
481 related to such refusal, including Vessel shifting expenses, shall be for Owner's account. Any delay to
482 Vessel caused solely by bunker surveying and sampling shall count as laytime or, if Vessel is on demurrage,
483 as time on demurrage.

484 25. **HEAT.** If Vessel is described as coiled in Part I (A). Owner warrants that Vessel is capable
485 of heating the cargo up to and maintaining it at a maximum temperature of 13°F/57°C. However, unless
486 otherwise requested by Charterer, Vessel shall only be required to maintain the cargo at the temperature
487 loaded (up to a maximum of 135°F/57°C) throughout the voyage and the entire discharge. If requested
488 by Charterer and if the length of the voyage allows, Vessel shall increase and maintain the temperature
489 of the cargo from the loaded temperature to a temperature specified by Charterer, up to a maximum

490 of 135°F/57°C, and Charterer shall pay for extra bunkers consumed solely in increasing the temperature
491 as aforesaid at Owner's documented actual replacement cost for such bunkers at the port where bunkers
492 are next taken. If Vessel fails to maintain the loaded temperature or to increase and maintain the
493 temperature of the cargo, as requested by Charterer, Charterer shall have the option to hold Vessel off
494 berth and/or to suspend discharging, all until the cargo is properly heated, all time and expense in
495 connection with the foregoing being for Owner's account.

496 26. **BUNKERS.** When, in connection with the performance of any voyage provided for in this
497 Charter, Owner plans to purchase bunkers at any port(s) outside the United States or its territories, Owner
498 shall purchase the bunkers from Charterer or its designated affiliate(s) whenever they are so available
499 at competitive prices. In the event lower prices are quoted to Owner by any supplier at the port(s) in
500 question, Owner shall give Charterer or its designated affiliate(s) the opportunity to meet such quotation.

501 27. **BILLS OF LADING.**

502 (a) Bills of Lading shall be signed by Master as presented, Master attending daily, if required,
503 at the offices of Charterer or its agents. However, at Charterer's option, Charterer or its agents may
504 sign Bills of Lading on behalf of Master. All Bills of Lading shall be without prejudice to this Charter
505 and Charterer shall indemnify Owner against all consequences or liabilities which may arise from any
506 inconsistency between this Charter and any Bills of Lading or other documents signed by Charterer or
507 its agents or by Master at their request or which may arise from an irregularity in papers supplied by
508 Charterer or its agents.

509 (b) Notwithstanding anything in this Charter to the contrary, the carriage of cargo under this
510 Charter and under all Bills of Lading issued for the cargo shall be subject to the statutory provisions
511 and other terms set forth or specified in sub-paragraphs (i) through (vi) of this Clause and such terms
512 shall be incorporated verbatim or be deemed incorporated by reference in any such Bill of Lading. In
513 such sub-paragraphs and in any Act referred to therein, the word "Carrier" shall include Owner and
514 Chartered Owner of Vessel.

515 (i) **CLAUSE PARAMOUNT.** This Bill of Lading shall have effect subject to the provisions
516 of the Carriage of Goods By Sea Act of the United States, approved April 16, 1936, except that if this
517 Bill of Lading is issued at a place where any other Act, ordinance or legislation gives statutory effect
518 to the International Convention for the Unification of certain Rules relating to Bills of Lading at Brussels,
519 August 1924, then this Bill of Lading shall have effect subject to the provisions of such Act, ordinance
520 or legislation. The applicable Act, ordinance or legislation (hereinafter called "Act") shall be deemed
521 to be incorporated herein and nothing herein contained shall be deemed a surrender by the Carrier of
522 any of its rights or immunities or an increase of any of its responsibilities or liabilities under the Act.
523 If any term of this Bill of Lading be repugnant to the Act to any extent, such term shall be void to that
524 extent but no further.

525 (ii) **JASON CLAUSE.** In the event of accident, danger, damage or disaster before or after
526 the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or
527 not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or
528 otherwise, the cargo shippers, consignees or owners of the cargo shall contribute with the Carrier in General
529 Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be
530 made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving
531 ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship
532 or ships belonged to strangers. Such deposit as the Carrier or his Agents may deem sufficient to cover
533 the estimated contribution of the cargo and any salvage and special charges thereon shall, if required,
534 be made by the cargo shippers, consignees or owners of the cargo of the Carrier before delivery.

535 (iii) **GENERAL AVERAGE.** General Average shall be adjusted, stated and settled according
536 to York/Antwerp Rules 1974, as amended 1990, and, as to matters not provided for by those Rules, accord-
537 ing to the laws and usages at the port of New York (except that any payment made by Carrier to Charterer
538 pursuant to Clause 33 (b) or to a Government or others to "remove" oil or a "threat of oil pollution" as
539 defined in TOVALOP, as well as any other payments, with respect to Vessel or Owner's liability for Oil
540 Pollution damages, shall not be deemed to be General Average sacrifices or expenditures). If a General
541 Average statement is required, it shall be prepared at such port by an Adjuster from the port of New York
542 appointed by the Carrier and approved by Charterer of Vessel. Such adjuster shall attend to the settlement
543 and the collection of the General Average, subject to customary charges. General Average Agreements
544 and/or security shall be furnished by Carrier and/or Charterer, and/or owner and/or consignee of cargo, if
545 requested. Any cash deposit being made as security to pay General Average and/or salvage shall be remitted
546 to the Average Adjuster and shall be held by the Adjuster at the Adjuster's risk in a special account
547 in a duly authorized and licensed bank at the place where the General Average statement is prepared.

548 (iv) **BOTH TO BLAME.** If Vessel comes into collision with another ship as a result of the
549 negligence of the other ship and any act, neglect or default of Master, mariner, pilot or the servants
550 of the Carrier in the navigation or in the management of Vessel, the owners of the cargo carried hereunder
551 shall indemnify the Carrier against all loss or liability to the other or non-carrying ship or its owners
552 insofar as such loss or liability represents loss of or damage to or any claim whatsoever of the owners
553 of said cargo, paid or payable by the other or recovered by the other or non-carrying ship or its owners
554 as part of their claim against the carrying ship or Carrier. The foregoing provisions shall also apply where
555 the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding

556 ships or objects are at fault in respect of a collision or contract.

557 (v) **LIMITATION OF LIABILITY.** Any provision of this Charter to the contrary notwith-
558 standing, the Carrier shall have the benefit of all limitations of, and exemptions from, liability accorded
559 to owner or chartered owner of vessels by any statute or rule of law for the time being in effect.

560 (vi) **DEVIATION.** Vessel shall have liberty to sail with or without pilots, to tow or be towed,
561 to go to the assistance of vessels in distress, to deviate for the purpose of saving life or property or of
562 landing any ill or injured person on board, and to call for fuel at any port or ports in or out of the
563 regular course of the voyage.

564 (c) Except as provided in Paragraph (d) of this Clause, Owner and Vessel shall not be required
565 to deliver cargo at a discharging port or place nominated by Charterer unless the party claiming right
566 to such delivery shall first surrender to Vessel at such port or place one of the original Bills of Lading
567 issued for the cargo, duly endorsed; provided however that, if the Bills of Lading name specific port(s)
568 or place(s) of discharging and the nominated port or place is different or if the Bills of Lading provide
569 for discharge at port(s) or place(s) as ordered, Owner and Vessel shall not be required to deliver the cargo
570 unless the party claiming right to such delivery first surrenders to Vessel all the original Bills of Lading,
571 duly endorsed. The foregoing shall apply even in the situation where one but not all of the original Bills
572 of Lading have been placed on board Vessel at loading but, in such case, only the original Bill(s) of
573 Lading not on board Vessel need first to be surrendered to Vessel in accordance with the foregoing
574 requirements. Any delay to Vessel at the nominated port or place due to the unavailability at such port
575 or place of original Bill(s) of Lading and/or the failure to timely surrender such Bill(s) of Lading to
576 Vessel in accordance with the foregoing requirements shall count as laytime or, if Vessel is on demurrage,
577 as time on demurrage.

578 (d) If original Bill(s) of Lading are not available at the discharging port or place for timely
579 surrender to Vessel as provided in Paragraph (c) of this Clause, Vessel shall deliver the cargo to a party
580 and at a facility at the discharging port or place as directed by Charterer in writing or by letter, telex
581 or telegraph, if Charterer (or, at Owner's option, the parent of Charterer or other entity suitable to Owner)
582 first executes a written Indemnity in connection with such delivery in favor of Owner, Vessel, any Chartered
583 Owner's) of Vessel, Master, Vessel operators, agents and underwriters and delivers such Indemnity to
584 Owner or Owner's designee; provided however that, if Owner deems it desirable, Charterer shall also
585 provide to Owner, as an added precondition to such delivery, a back-up guaranty or irrevocable letter
586 of credit issued or confirmed by a bank acceptable to Owner. The subject indemnity shall meet the
587 requirements of Paragraph (e) of this Clause and any back-up bank guaranty or letter of credit shall
588 be in form and wording acceptable to Owner.

589 (e) The indemnity referred to in Paragraph (d) of this Clause shall be a short form indemnity
590 document incorporating the terms and conditions set forth in Attachment "A" to this Charter. This
591 document (which must be properly filled in and executed) shall be given to Owner by telex, letter or
592 fax as requested by Owner and be in the exact form as quoted below:

593 "VOYAGE CHARTER OF

596 DATED

598 BETWEEN

600 AS OWNER

601 AND

602 AS CHARTERER

603
604 Reference is made to the cargo ('Cargo') now laden aboard the above Vessel ('Vessel'). Pursuant to Clause
605 27(e) of the above captioned Charter ('Charter'), the undersigned requests that Owner's) of the Vessel
606 deliver the Cargo at unto without prior
607 discharge site presentation to the Vessel of all original bills of lading issued for the Cargo appropriately
608 endorsed for such delivery and/or at a discharge port or site other than one specifically named in said
609 bills of lading.

610 In consideration of such delivery, the undersigned hereby gives an indemnity containing the terms and
611 conditions set forth in Attachment "A" to the Charter ('Attachment'). The Attachment is deemed incor-
612 porated in and made a part of this document. The term 'Indemnifier' in the Attachment shall be deemed
613 to refer to the undersigned. The term 'Cargo' and the phrase 'Requested Delivery' in the Attachment
614 shall be deemed to, respectively, mean the Cargo and the delivery request set forth in the preceding
615 paragraph of this document. The term "Ship" as used in the Attachment shall be deemed to refer to
616 the Vessel.

617
618 Name of Party giving Indemnity

619
620 Signature

621

622 Name of Person Signing
623
624 Authority/Title of Person Signing
625
626 Date Signed "
627

628 Attachment "A" hereto is deemed incorporated in and made a part of this Charter.

629 28. **WAR.**

630 (a) No contraband of war shall be shipped, but petroleum and/or its products shall not be deemed
631 contraband of war for the purposes of this Clause. Vessel shall not, however, be required, without the
632 consent of Owner, which shall not be unreasonably withheld, to enter any port, place, or zone which
633 is involved in a state of war, warlike operations or hostilities, civil strife or piracy, whether there be a
634 declaration of war or not, where it might reasonably be expected to be subject to capture, seizure or
635 arrest, or to a hostile act by a belligerent power (the term "power" meaning any de jure or de facto
636 authority or any other purported governmental organization maintaining naval, military or air forces).

637 (b) For the purposes of this Clause it shall be unreasonable for Owner to withhold consent to
638 any voyage, route, or port or place of loading or discharging if insurance against all risks defined in
639 Paragraph (a) of this Clause is then available commercially or under a government program in respect
640 of such voyage, route or port/place of loading or discharging. If such consent is given by Owner, Charterer
641 shall pay any provable additional cost of insuring Vessel against Hull war risks over and above such
642 costs in effect on the date of this Charter in an amount equal to the insured value stipulated in its ordinary
643 marine policy as of the date of this Charter. If such insurance is not obtainable commercially or through
644 a government program, Vessel shall not be required to enter or remain at any such port, place or zone
645 and, in such case, Charterer shall have the right to order Vessel to load or discharge, as the case may
646 be, at any other port(s) or place(s) consistent with Part 1 (C) and (D).

647 (c) In the event of the existence of the conditions described in Paragraph (a) of this Clause
648 subsequent to the date of this Charter, Charterer shall, in respect of a voyage to any such port, place
649 or zone, assume any provable additional cost of wages and insurance properly incurred in connection
650 with Master, officers and crew as a consequence of such war, warlike operations or hostilities over and
651 above such costs in effect on the date of this Charter.

652 29. **EXCEPTIONS.**

653 (a) Vessel, Master and Owner shall not, unless otherwise expressly provided in this Charter,
654 be responsible for any loss or damage to cargo arising or resulting from: any act, neglect, default or
655 barratry of Master, pilots, mariners or other servants of Owner in the navigation or management of
656 Vessel; fire, unless caused by the personal design or neglect of Owner; collision, stranding, or peril, danger
657 or accident of the sea or other navigable waters; or from explosion, bursting of boilers, breakage of
658 shafts, or any latent defect in hull, equipment or machinery. Neither Vessel, Master or Owner, nor
659 Charterer, shall, unless otherwise expressly provided in this Charter, be responsible for any loss or damage
660 or delay or failure in performing hereunder arising or resulting from: act of God; act of war; perils of
661 the sea; act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people,
662 or seizure under legal process provided bond is promptly furnished to release Vessel or cargo; strike or
663 lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil
664 commotion.

665 (b) The exceptions stated in Paragraph (a) of this Clause shall not affect Owner's warranties
666 and undertakings with respect to the condition of Vessel at the commencement of loading hereunder,
667 the obligations of Owner in respect of the loading, handling, stowage, carriage, custody, care and discharge
668 of the cargo and/or the rights or obligations of either Owner or Charterer with respect to laytime or
669 demurrage as elsewhere provided in this Charter.

670 30. **LIEN.** Owner shall have a lien on all cargoes and subfreights for all amounts due under this
671 Charter, and Charterer shall have a lien on Vessel for all monies paid in advance and not earned, and
672 all disbursements for Owner's account, including commissions, cost of insurance and expenses thereon
673 and for any damages sustained by Charterer as a result of the breach of this Charter by Owner.

674 31. **AGENTS.** Unless otherwise agreed, Charterer shall nominate Vessel's agents at all port(s) and
675 place(s). Such agents shall be appointed, instructed and paid for by Owner. Owner shall have the right,
676 at its expense, to appoint and instruct protecting agents at all port(s) and place(s).

677 32. **ASSIGNMENT/SUBLET.** Charterer shall have the option of assigning this Charter or of
678 subletting Vessel, but in either case, Charterer shall always remain responsible for the due fulfillment
679 of this Charter in all terms and conditions.

680 33. **CLEAN SEAS.**

681 (a) **HANDLING OF TANK WASHINGS.** Owner agrees to participate in Charterer's program
682 covering oil pollution avoidance. Such Program requires compliance with latest IMO and Port State
683 regulations. The Program prohibits discharge overboard of all oil and all oily water, oily ballast or oil
684 in any form unless in compliance with IMO and Port State local regulations or under extreme circumstances
685 whereby the safety of Vessel, cargo or life at sea would be imperiled. Owner shall ensure that Vessel's
686 personnel comply with the following:

687 (i) Subsequent to the date of this Charter and in the course of the ballast passage before

688 presenting for loading hereunder, any oily residues remaining in Vessel from its previous cargoes shall
689 be retained on board and shall be handled according to Charterer's instructions.

690 (ii) During tank washing, the tank washings shall be collected into one cargo compartment
691 and, after maximum separation of free water, such free water shall be discharged overboard to the extent
692 permitted by applicable international regulations.

693 (iii) Thereafter, Charterer shall be notified promptly by telegraph, telex or radio of the
694 estimated quantity of the segregated tank washings and the type and source of such washings.
695 If Charterer requires that demulsifiers shall be used for the separation of oil/water, such demulsifiers
696 shall be obtained by Owner and paid for by Charterer. Any additional Canal dues incurred on the ballast
697 passage by reason of Vessel having tank washings on board shall be for the sole account of Owner.
698 Owner shall ensure that Master, on Vessel's arrival at the loading port(s) or place(s), does the following:

- 699 • arranges for the measurement of the segregated tank washings in conjunction with the
- 700 • cargo supplier(s).
- 701 • records the quantity of tank washings so measured in Vessel's ullage record.
- 702 • issues a Slop Certificate.
- 703 • arranges that the Slop Certificate and/or Vessel's ullage record be duly signed by the cargo
- 704 supplier(s) and promptly sent to Charterer.

705 The segregated tank washings and any other oily residues on board (hereinafter called "residues") shall,
706 at Charterer's option, be pumped ashore into slop facilities at the loading port(s) or place(s), commingled
707 with the cargo to be loaded or segregated from the cargo to be loaded.

708 If Charterer requires Master to discharge the residues at facilities at loading port(s) or place(s), no freight
709 shall be payable on same but the time involved in accomplishing such discharge shall count as laytime
710 or, if Vessel is on demurrage, as time on demurrage, including, but not limited to, waiting for availability
711 of, or for berthing at, the slop receiving facility and shifting to and from such facility. Further, the cost
712 of such facilities and the ultimate disposal of the residues shall be for Charterer's sole account. If Charterer
713 requires residues to be kept separate from the cargo to be loaded, same shall, at Charterer's option,
714 be discharged at the discharging port(s) or place(s) in accordance with Charterer's instructions.

715 If Charterer requires that the cargo be loaded on top of residues or that such residues be kept separate
716 from the cargo to be loaded, in either case freight shall be payable in accordance with Clause 6 on the
717 quantity of residues at the Overage Rate, if such rate exists, or otherwise at the Base Freight Rate, up
718 to a maximum tonnage equivalent to one (1) percent of Vessel's deadweight as specified in Part I (A),
719 with the exception that, in the case of a Part Cargo Minimum, no freight shall be paid if the residues
720 are kept separate and not discharged. In no event shall Charterer hold any liability for deadfreight in
721 connection with residues, except where the Vessel is ordered to load a full cargo and is required to keep
722 residues segregated, in which case deadfreight shall be due.

723 Nothing in Charterer's instruction shall be construed as permission to contravene any applicable laws
724 or regulations by the discharging of oily residues.

725 (b) **TOVALOP AND CLEANUP.** Owner warrants that Vessel is a participating tanker in
726 TOVALOP and shall so remain during the Charter; provided, however, that nothing herein shall prevent
727 Owner, upon prior notice to Charterer, from withdrawing from TOVALOP under Clause III (B) or,
728 following an amendment to TOVALOP which materially increases the obligations of the Parties
729 thereunder, under Clause X thereof, and provided further that upon any such withdrawal Charterer shall
730 have the option to terminate this Charter.

731 When an escape or discharge of Oil occurs from Vessel and causes or threatens to cause Pollution Damage,
732 or when there is the Threat of an escape or discharge of Oil (i.e. a grave and imminent danger of the
733 escape or discharge of Oil which, if it occurred, would create a serious danger of Pollution Damage),
734 then Charterer may, at its option, upon notice to Owner or Master, undertake such measures as are
735 reasonably necessary to prevent or minimize such Pollution Damage or to remove the Threat, unless
736 Owner promptly, undertakes the same. Charterer shall keep Owner advised of the nature and result of
737 any such measures taken, and if time permits, the nature of the measures intended to be taken. Any
738 of the aforementioned measures taken by Charterer shall be deemed taken on Owner's authority and
739 as Owner's agent and shall be at Owner's expense except to the extent that:

- 740 (i) Any such escape or discharge or Threat was caused or contributed to by Charterer, or
- 741 (ii) By reason of the exceptions prescribed in Article III, Paragraph 2, of the 1969
742 International Convention on Civil Liability for Oil Pollution Damage or any protocol thereto, Owner
743 is, or, had the said Convention applied to such escape or discharge or to the Threat, would have been,
744 exempt from liability for same, or
- 745 (iii) The cost of such measures, together with all other liabilities, costs and expenses of Owner
746 arising out of or in connection with such escape or discharge or Threat removal, exceeds that set forth
747 in Article VII(A) of TOVALOP, save and insofar as Owner shall be entitled to recover such excess under
748 either the 1971 Convention on the Establishment of An International Fund for Compensation for Oil
749 Pollution Damage or any protocol thereto or under CRISTAL.

750 Provided always, that if Owner in its absolute discretion considers said measures should be discontinued,
751 Owner shall so notify Charterer and thereafter Charterer shall have no right to continue said measures
752 under the provisions of this Paragraph (b) and all further liability to Charterer under this Paragraph
753 (b) shall thereupon cease.

754 The above provisions are not in derogation of such other rights as Charterer or Owner may have under
755 this Charter or may otherwise have or acquire by law or any international convention or TOVALOP.
756 The term "TOVALOP" as used in this Charter means the Tanker Owners Voluntary Agreement
757 Concerning Liability for Oil Pollution dated January 7, 1969, as amended from time to time, and the
758 term "CRISTAL" means the Contract Regarding an Interim Supplement to Tanker Liability for Oil
759 Pollution dated January 14, 1971, as amended from time to time. The terms "Oil" and "Pollution
760 Damage" shall, for the purposes of this Clause, have the meanings ascribed to them in TOVALOP
761 provided, that, in any incident to which the TOVALOP Supplement applies, the Owner's limit of liability
762 hereunder shall be as provided for in the said Supplement.

763 34. **DRUG AND ALCOHOL POLICY.** Owner warrants that it has a policy on Drug and Alcohol
764 Abuse ("Policy") applicable to the Vessel which meets or exceeds the standards in the Oil Companies
765 International Marine Forum Guidelines For the Control of Drugs and Alcohol Onboard Ship. Under
766 the Policy, alcohol impairment shall be defined as a blood alcohol content of 40 mg/100 ml or greater;
767 the appropriate seafarers to be tested shall be all Vessel officers and the drug/alcohol testing and screening
768 shall include unannounced testing in addition to routine medical examinations. An objective of the Policy
769 should be that the frequency of the unannounced testing be adequate to act as an effective abuse deterrent,
770 and that all officers be tested at least once a year through a combined program of unannounced testing
771 and routine medical examinations. Owner further warrants that the Policy will remain in effect during
772 the term of this Charter and that Owner shall exercise due diligence to ensure that the Policy is complied
773 with. It is understood that an actual impairment or any test finding of impairment shall not in and of
774 itself mean the Owner has failed to exercise due diligence.

775 35. **ARBITRATION.** Any and all differences and disputes of whatsoever nature arising out of this
776 Charter shall be put to arbitration in the City of New York, pursuant to the laws relating to arbitration
777 there in force, before a board of three persons, consisting of one arbitrator to be appointed by Owner,
778 one by Charterer and one by the two so chosen. The decision of any two of the three on any point or
779 points shall be final. Until such time as the arbitrators finally close the hearings either party shall have
780 the right by written notice served on the arbitrators and on the other party to specify further disputes
781 or differences under this Charter for hearing and determination. The arbitrators may grant any relief
782 which they, or a majority of them, deem just and equitable and within the scope of the agreement of
783 the parties, including, but not limited to, specific performance. Awards made in pursuance to this Clause
784 may include costs, including a reasonable allowance for attorney's fees, and judgment may be entered
785 upon any award made hereunder in any Court having jurisdiction in the premises.

786 36. **WAIVER OF CLAIMS.** Any claim for freight, deadfreight, demurrage and/or charges or
787 expenses under this Charter shall be deemed waived, extinguished and absolutely barred if such claim
788 is not received by Charterer or Owner, as the case may be, in writing with supporting documentation
789 within 180 days from the date of final discharge of the cargo on the voyage with respect to which said
790 claim arises. This Clause shall not apply with respect to claims for damage, loss or shortage of cargo.

791 37. **BUSINESS POLICY.** Owner agrees to comply with all laws and lawful regulations applicable
792 to any activities carried out in the name, or otherwise on behalf, of Charterer under the provisions of
793 this Charter. Owner agrees that all financial settlements, billings and reports rendered by Owner to
794 Charterer, as provided for in this Charter, shall, in reasonable detail, accurately and fairly reflect the
795 facts about all activities and transactions handled for the account of Charterer.

796 38. **INTERPRETATION.** The interpretation of this Charter and the rights and obligations of the
797 parties thereto shall be governed by the laws applicable to charter parties made in the City of New York.
798 The headings of Clauses and Paragraphs are for convenience of reference only and shall not affect the
799 interpretation of this Charter. No modification, waiver or discharge of any term of this Charter shall
800 be valid unless in writing and signed by the party to be charged therewith. Notwithstanding anything
801 in this Charter to the contrary, this Charter shall not be interpreted or applied so as to require Owner
802 or Charterer to do, or to refrain from doing, anything which would constitute a violation of, or result
803 in a loss of economic benefit under, United States anti-boycott laws and regulations.

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