

Code word for this Charter Party
"SHELLTIME 4"

Issued December 1984 amended December 2003

Time Charter Party
LONDON **20**

1 IT IS THIS DAY AGREED between _____
2 of _____ (hereinafter referred to as "Owners"), being owners
3 of the good motor/steam* vessel called _____
4 (hereinafter referred to as "the vessel") described as per Clause 1 hereof and
5 of _____ (hereinafter referred to as "Charterers"):

6 Description
7 And
8 Condition of
9 Vessel

1. At the date of delivery of the vessel under this charter and throughout the charter period:
 - (a) she shall be classed by a Classification Society which is a member of the International Association of Classification Societies;
 - (b) she shall be in every way fit to carry crude petroleum and/or its products;
 - (c) she shall be tight, staunch, strong, in good order and condition, and in every way fit for the service, with her machinery, boilers, hull and other equipment (including but not limited to hull stress calculator, radar, computers and computer systems) in a good and efficient state;
 - (d) her tanks, valves and pipelines shall be oil-tight;
 - (e) she shall be in every way fitted for burning, in accordance with the grades specified in Clause 29 hereof:
 - (i) at sea, fuel oil for main propulsion and fuel oil/marine diesel oil* for auxiliaries;
 - (ii) in port, fuel oil/marine diesel oil* for auxiliaries;
 - (f) she shall comply with the regulations in force so as to enable her to pass through the Suez and Panama Canals by day and night without delay;
 - (g) she shall have on board all certificates, documents and equipment required from time to time by any applicable law to enable her to perform the charter service without delay;
 - (h) she shall comply with the description in the OCIMF Harmonised Vessel Particulars Questionnaire appended hereto as Appendix A, provided however that if there is any conflict between the provisions of this questionnaire and any other provision, including this Clause 1, of this charter such other provision shall govern;
 - (i) her ownership structure, flag, registry, classification society and management company shall not be changed;
 - (j) Owners will operate:
 - (i) a safety management system certified to comply with the International Safety Management Code ("ISM Code") for the Safe Operation of Ships and for Pollution Prevention;
 - (ii) a documented safe working procedures system (including procedures for the identification and mitigation of risks);
 - (iii) a documented environmental management system;
 - (iv) documented accident/incident reporting system compliant with flag state requirements;
 - (k) Owners shall submit to Charterers a monthly written report detailing all accidents/incidents and environmental reporting requirements, in accordance with the "Shell Safety and Environmental Monthly Reporting Template" appended hereto as Appendix B;
 - (l) Owners shall maintain Health Safety Environmental ("HSE") records sufficient to demonstrate compliance with the requirements of their HSE system and of this charter. Charterers reserve the right to confirm compliance with HSE requirements by audit of Owners.
 - (m) Owners will arrange at their expense for a SIRE inspection to be carried out at intervals of six months plus or minus thirty days.
2. (a) At the date of delivery of the vessel under this charter and throughout the charter period;
 - (i) she shall have a full and efficient complement of master, officers and crew for a vessel of her tonnage, who shall in any event be not less than the number required by the laws of the flag state and who shall be trained to operate the vessel and her equipment competently and safely;
 - (ii) all shipboard personnel shall hold valid certificates of competence in accordance with the requirements of the law of the flag state;
 - (iii) all shipboard personnel shall be trained in accordance with the relevant provisions of the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1995 or any additions, modifications or

28 Safety
29 Management

45 Shipboard
46 Personnel
47 And their
48 Duties

49
50
51
52
53
54

56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75 Duty to
76 Maintain
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110 Period,
111 Trading
112 Limits and
113 Safe Places
114
115
116
117
118
119
120
121

- (iv) there shall be on board sufficient personnel with a good working knowledge of the English language to enable cargo operations at loading and discharging places to be carried out efficiently and safely and to enable communications between the vessel and those loading the vessel or accepting discharge there from to be carried out quickly and efficiently;
 - (v) the terms of employment of the vessel's staff and crew will always remain acceptable to The International Transport Worker's Federation and the vessel will at all times carry a Blue Card;
 - (vi) the nationality of the vessel's officers given in the OCIMF Vessel Particulars Questionnaire referred to in Clause 1(h) will not change without Charterers' prior agreement;
- (b) Owners guarantee that throughout the charter service the master shall with the vessel's officers and crew, unless otherwise ordered by Charterers;
- (i) prosecute all voyages with the utmost despatch;
 - (ii) render all customary assistance; and
 - (iii) load and discharge cargo as rapidly as possible when required by Charterers or their agents to do so, by night or by day, but always in accordance with the laws of the place of loading or discharging (as the case may be) and in each case in accordance with any applicable laws of the flag state.
3. (a) Throughout the charter service Owners shall, whenever the passage of time, wear and tear or any event (whether or not coming within Clause 27 hereof) requires steps to be taken to maintain or restore the conditions stipulated in Clauses 1 and 2(a), exercise due diligence so to maintain or restore the vessel.
- (b) If at any time whilst the vessel is on hire under this charter the vessel fails to comply with the requirements of Clause 1,2(a) or 10 then hire shall be reduced to the extent necessary to indemnify Charterers for such failure. If and to the extent that such failure affects the time taken by the vessel to perform any services under this charter, hire shall be reduced by an amount equal to the value, calculated at the rate of hire, of the time so lost.
Any reduction of hire under this sub-Clause (b) shall be without prejudice to any other remedy available to Charterers, but where such reduction of hire is in respect of time lost, such time shall be excluded from any calculation under Clause 24.
- (c) If Owners are in breach of their obligation under Clause 3(a), Charterers may so notify Owners in writing; and if, after the expiry of 30 days following the receipt by Owners of any such notice, Owners have failed to demonstrate to Charterers' reasonable satisfaction the exercise of due diligence as required in Clause 3(a), the vessel shall be off-hire, and no further hire payments shall be due, until Owners have so demonstrated that they are exercising such due diligence.
- (d) Owners shall advise Charterers immediately, in writing, should the vessel fail an inspection by, but not limited to, a governmental and/or port state authority, and/or terminal and/or major charterer of similar tonnage. Owners shall simultaneously advise Charterers of their proposed course of action to remedy the defects which have caused the failure of such inspection.
- (e) If, in Charterers reasonably held view:
- (i) failure of an inspection, or,
 - (ii) any finding of an inspection, referred to in Clause 3(d), prevents normal commercial operations then Charterers have the option to place the vessel off-hire from the date and time that the vessel fails such inspection, or becomes commercially inoperable, until the date and time that the vessel passes a re-inspection by the same organisation, or becomes commercially operable, which shall be in a position no less favourable to Charterers than at which she went off-hire.
- (f) Furthermore, at any time while the Vessel is off-hire under this Clause 3 (with the exception of Clause 3(e)(ii)), Charterers have the option to terminate this charter by giving notice in writing with effect from the date on which such notice of termination is received by Owners or from any later date stated in such notice. This sub-Clause (f) is without prejudice to any rights of Charterers or obligations of Owners under this charter or otherwise (including without limitation Charterers' rights under Clause 21 hereof).
4. (a) Owners agree to let and Charterers agree to hire the vessel for a period of _____ plus or minus _____ days in Charterers' option, commencing from the time and date of delivery of the vessel, for the purpose of carrying all lawful merchandise (subject always to Clause 28) including in particular;
- _____ in any part of the world, as Charterers shall direct, subject to the limits of the current British Institute Warranties and any subsequent amendments thereof. Notwithstanding the foregoing, but subject to Clause 35, Charterers may order the vessel to ice-bound waters or to any part of the world outside such limits provided that Owner's consent thereto (such consent not to be unreasonably withheld) and that Charterers pay for any insurance premium required by the vessel's underwriters as a consequence of such order.
- (b) Any time during which the vessel is off hire under this charter may be added to the charter

122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186

period in Charterers' option up to the total amount of time spent off-hire. In such cases the rate of hire will be that prevailing at the time the vessel would, but for the provisions of this Clause, have been redelivered.

(c) Charterers shall use due diligence to ensure that the vessel is only employed between and at safe places (which expression when used in this charter shall include ports, berths, wharves, docks, anchorages, submarine lines, alongside vessels or lighters, and other locations including locations at sea) where she can safely lie always afloat. Notwithstanding anything contained in this or any other clause of this charter. Charterers do not warrant the safety of any place to which they order the vessel and shall be under no liability in respect thereof except for loss or damage caused by their failure to exercise due diligence as aforesaid. Subject as above, the vessel shall be loaded and discharged at any places as Charterers may direct, provided that Charterers shall exercise due diligence to ensure that any ship-to-ship transfer operations shall conform to standards not less than those set out in the latest published edition of the ICS/OCIMF Ship-to-Ship Transfer Guide.

(d) Unless otherwise agreed, the vessel shall be delivered by Owners dropping outward pilot at a port in

_____ ,
at Owners' option and redelivered to Owners dropping outward pilot at a port in

_____ ,
at Charterers' option.

(e) The vessel will deliver with last cargo(es) of _____ and will redeliver with last cargo(es) of _____

(f) Owners are required to give Charterers _____ days prior notice of delivery and Charterers are required to give Owners _____ days prior notice of redelivery.

5. The vessel shall not be delivered to Charterers before _____ and Charterers shall have the option of cancelling this charter if the vessel is not ready and at their disposal on or before _____

6. Owners undertake to provide and to pay for all provisions, wages (including but not limited to all overtime payments), and shipping and discharging fees and all other expenses of the master, officers and crew; also, except as provided in Clauses 4 and 34 hereof, for all insurance on the vessel, for all deck, cabin and engine-room stores, and for water; for all drydocking, overhaul, maintenance and repairs to the vessel; and for all fumigation expenses and de-rat certificates. Owners' obligations under this Clause 6 extend to all liabilities for customs or import duties arising at any time during the performance of this charter in relation to the personal effects of the master, officers and crew, and in relation to the stores, provisions and other matters aforesaid which Owners are to provide and pay for and Owners shall refund to Charterers any sums Charterers or their agents may have paid or been compelled to pay in respect of any such liability. Any amounts allowable in general average for wages and provisions and stores shall be credited to Charterers insofar as such amounts are in respect of a Period when the vessel is on-hire.

7. (a) Charterers shall provide and pay for all fuel (except fuel used for domestic services), towage and pilotage and shall pay agency fees, port charges, commissions, expenses of loading and unloading cargoes, canal dues and all charges other than those payable by Owners in accordance with Clause 6 hereof, provided that all charges for the said items shall be for Owners' account when such items are consumed, employed or incurred for Owners' purposes or while the vessel is off-hire (unless such items reasonably relate to any service given or distance made good and taken into account under Clause 21 or 22); and provided further that any fuel used in connection with a general average sacrifice or expenditure shall be paid for by Owners.

(b) In respect of bunkers consumed for Owners' purposes these will be charged on each occasion by Charterers on a "first-in-first-out" basis valued on the prices actually paid by Charterers.

(c) If the trading limits of this charter include ports in the United States of America and/or its protectorates then Charterers shall reimburse Owners for port specific charges relating to additional premiums charged by providers of oil pollution cover, when incurred by the vessel calling at ports in the United States of America and/or its protectorates in accordance with Charterers orders.

8. Subject as herein provided, Charterers shall pay for the use and hire of the vessel at the rate of States Dollars _____ per day, and pro rata for any part of a day, from the time and date of her delivery (local time) to Charterers until the time and date of her redelivery (local time) to Owners.

9. Subject to Clause 3(c) and 3(e), payment of hire shall be made in immediately available funds to: _____

Account: _____

_____ in United States Dollars per calendar month in advance, less:

(i) any hire paid which Charterers reasonably estimate to relate to off-hire periods, and;

187 (ii) any amounts disbursed on Owners' behalf, any advances and commission thereon, and
188 charges which are for Owners' account pursuant to any provision hereof, and;
189 (iii) any amounts due or reasonably estimated to become due to Charterers under Clause 3(c)
190 or 24 hereof,
191 any such adjustments to be made at the due date for the next monthly payment after the facts
192 have been ascertained. Charterers shall not be responsible for any delay or error by Owners'
193 bank in crediting Owners' account provided that Charterers have made proper and timely
194 payment.
195 In default of such proper and timely payment.
196 (a) Owners shall notify Charters of such default and Charterers shall within seven days of receipt
197 of such notice pay to Owners the amount due, including interest, failing which Owners may
198 withdraw the vessel from the service of Charterers without prejudice to any other rights Owners
199 may have under this charter or otherwise; and;
200 (b) Interest on any amount due but not paid on the due date shall accrue from the day after that date
201 up to and including the day when payment is made, at a rate per annum which shall be 1%
202 above the U.S. Prime Interest Rate as published by the Chase Manhattan Bank in New York at
203 12.00 New York time on the due date, or, if no such interest rate is published on that day, the
204 interest rate published on the next preceding day on which such a rate was so published,
205 computed on the basis of a 360 day year of twelve 30-day months, compounded semi-annually.

206 Space 10. The whole reach, burthen and decks of the vessel and any passenger accommodation (including
207 Available to Owners' suite) shall be at Charterers' disposal, reserving only proper and sufficient space for the
208 Charterers vessel's master, officers, crew, tackle, apparel, furniture, provisions and stores, provided that the
209 weight of stores on board shall not, unless specially agreed, exceed _____ tonnes at any time during the
210 charter period.

211 Segregated 11. In connection with the Council of the European Union Regulation on the implementation of IMO
212 Ballast Resolution A747(18) Owners will ensure that the following entry is made on the International Tonnage
213 Certificate (1969) under the section headed "remarks":
214 "The segregated ballast tanks comply with the Regulation 13 of Annex 1 of the International
215 Convention for the prevention of pollution from ships, 1973, as modified by the Protocol of 1978
216 relating thereto, and the total tonnage of such tanks exclusively used for the carriage of segregated
217 water ballast is _____. The reduced gross tonnage which should be used for the calculation
218 of tonnage based fees is _____".

219 Instructions 12. Charterers shall from time to time give the master all requisite instructions and sailing directions, and
220 And Logs the master shall keep a full and, correct log of the voyage or voyages, which Charterers or their agents
221 may inspect as required. The master shall when required furnish Charterers or their agents with a true
222 copy of such log and with properly completed loading and discharging port sheets and voyage reports
223 for each voyage and other returns as Charterers may require. Charterers shall be entitled to take copies
224 at Owners' expense of any such documents which are not provided by the master.

225 Bills of 13. (a) The master (although appointed by Owners) shall be under the orders and direction of
226 Lading Charterers as regards employment of the vessel, agency and other arrangements, and shall sign
227 Bills of lading as Charterers or their agents may direct (subject always to Clauses 35(a) and
228 40) without prejudice to this charter, Charterers hereby indemnify Owners against all
229 consequences or liabilities that may arise;
230 (i) from signing bills of lading in accordance with the directions of Charterers, or their
231 agents, to the extent that the terms of such bills of lading fall to conform to the
232 requirements of this charter, or (except as provided in Clause 13(b)) from the master
233 otherwise complying with Charterers' or their agents' orders;
234 (ii) from any irregularities in papers supplied by Charterers or their agents.

235 (b) If Charterers by telex, facsimile or other form of written communication that specifically refers
236 To this Clause request Owners to discharge a quantity of cargo either without Bills of Lading
237 and/or at a discharge place other than that named in a Bill of Lading and/or that is different
238 from the Bill of Lading quantity, then Owners shall discharge such cargo in accordance with
239 Charterer's instructions in consideration of receiving the following indemnity which shall be
240 deemed to be given by Charterers on each and every such occasion and which is limited in
241 value to 200% of the CIF value of the cargo carried on board;
242 "(i) Charterers shall indemnify Owners and Owners' servants and agents in respect of any
243 liability loss or damage of whatsoever nature (including legal costs as between attorney or
244 solicitor and client and associated expenses) which Owners may sustain by reason of delivering
245 such cargo in accordance with Charterers' request.
246 (ii) If any proceeding is commenced against Owners or any of Owners' servants or agents in
247 connection with the vessel having delivered cargo in accordance with such request, Charterers
248 shall provide Owners or any of Owners' servants or agents from time to time on demand with
249 sufficient funds to defend the said proceedings.
250 (iii) If the vessel or any other vessel or property belonging to Owners should be arrested or
251 detained, or if the arrest or detention thereof should be threatened, by reason of discharge in
252 accordance with Charterers instruction as aforesaid, Charterers shall provide on demand such

253 bail or other security as may be required to prevent such arrest or detention or to secure the
254 release of such vessel or property and Charterers shall indemnify Owners in respect of any loss,
255 damage or expenses caused by such arrest or detention whether or not same may be justified.
256 (iv) Charterers shall, if called upon to do so at any time while such cargo is in Charterers'
257 possession, custody or control, redeliver the same to Owners.
258 (v) As soon as all original Bills of Lading for the above cargo which name as discharge port the
259 place where delivery actually occurred shall have arrived and/or come into Charterers'
260 possession, Charterers shall produce and deliver the same to Owners whereupon Charterers'
261 liability hereunder shall cease.
262 Provided however, if Charterers have not received all such original Bills of Lading by 24.00
263 hours on the day 36 calendar months after the date of discharge, that this indemnify shall
264 terminate at that time unless before that time Charterers have received from Owners written
265 notice that:
266 aaa) Some person is making a claim in connection with Owners delivering cargo pursuant to
267 Charters request or,
268 bbb) Legal proceedings have been commenced against Owners and/or carriers and/or
269 Charterers and/or any of their respective servants or agents and/or the vessel for the same
270 reason.
271 When Charterers have received such a notice, then this indemnity shall continue in force until
272 such claim or legal proceedings are settled. Termination of this indemnity shall not prejudice
273 any legal rights a party may have outside this indemnity.
274 (vi) Owners shall promptly notify Charterers if any person (other than a person to whom
275 Charterers ordered cargo to be delivered) claims to be entitled to such cargo and/or if the vessel
276 or any other property belonging to Owners is arrested by reason of any such discharge of cargo.
277 (vii) This indemnify shall be governed and construed in accordance with the English law and
278 each and any dispute arising out of or in connection with this indemnity shall be subject to the
279 jurisdiction of the High Court of Justice of England".
280 (c) Owners warrant that the Master will comply with orders to carry and discharge against one or
281 more Bills of Lading from a set of original negotiable Bills of Lading should Charterers so
282 require.

283 Conduct of 14. If Charterers complain of the conduct of the master or any of the officers or crew, Owners shall
284 Vessel's immediately investigate the complaint. If the complaint proves to be well founded, Owners shall,
285 Personnel without delay, make a change in the appointments and Owners shall an any event communicate the
286 result of their investigations to Charterers as soon as possible.

287 Bunkers at 15. Charterers shall accept and pay for all bunkers on board at the time of delivery, and Owners shall on
288 Delivery and redelivery (whether it occurs at the end of the charter period or on the earlier termination of this charter)
289 Redelivery accept and pay for all bunkers remaining on board, at the price actually paid, on a "first-in-first-out"
290 basis. Such prices are to be supported by paid invoices.
291 Vessel to be delivered to and redelivered from the charter with, at least, a quantity of bunkers on board
292 sufficient to reach the nearest main bunkering port.
293 Notwithstanding anything contained in this charter all bunkers on board the vessel shall, throughout the
294 duration of this charter, remain the property of Charterers and can only be purchased on the terms
295 specified in the charter at the end of the charter period or, if earlier, at the termination of the
296 charter.

297 Stevedores, 16. Stevedores when required shall be employed and paid by Charterers, but this shall not relieve Owners
298 Pilots, Tugs from responsibility at all times for proper stowage, which must be controlled by the master who shall
299 keep a strict account of all cargo loaded and discharged. Owners hereby indemnify Charterers, their
300 servants and agents against all losses, claims, responsibilities and liabilities arising in any way
301 whatsoever from the employment of pilots, tugboats or stevedores, who although employed by
302 Charterers shall be deemed to be the servants of and in the service of Owners and under their
303 instructions (even if such pilots, tugboat personnel or stevedores are in fact the servants of Charterers
304 their agents or any affiliated company); provided, however, that;
305 (a) the foregoing indemnity shall not exceed the amount to which Owners would have been
306 entitled to limit their liability if they had themselves employed such pilots, tugboats or
307 stevedores, and;
308 (b) Charterers shall be liable for any damage to the vessel caused by or arising out of the use of
309 stevedores, fair wear and tear excepted, to the extent that Owners are unable by the exercise of
310 due diligence to obtain redress therefor from stevedores.

311 Super- 17. Charterers may send representatives in the vessel's available accommodation upon any voyage made
312 Numeraries under this charter, Owners finding provisions and all requisites as supplied to officers, except alcohol.
313 Charters paying at the rate of United States Dollars 15(fifteen) per day for each representative while
314 on board the vessel.

315 Sub-letting/ 18. Charterers may sub-let the vessel, but shall always remain responsible to Owners for due fulfilment of
316 Assignment/ this charter. Additionally Charterers may assign or novate this charter to any company of the Royal
317 Novation Dutch/Shell Group of Companies.

318 Final Voyages 19. If when a payment of hire is due hereunder Charterers reasonably expect to redeliver the vessel before

319 the next payment of hire would fall due, the hire to be paid shall be assessed on Charterers' reasonable
320 estimate of the time necessary to complete Charterers' programme up to redelivery, and from which
321 estimate Charterers may deduct amounts due or reasonably expected to become due for;
322 (a) disbursements on Owners' behalf or charges for Owners' account pursuant to any provision
323 hereof, and;
324 (b) bunkers on board at redelivery pursuant to Clause 15.
325 Promptly after redelivery any overpayment shall be refunded by Owners or any underpayment made
326 good by Charterers.
327 If at the time this charter would otherwise terminate in accordance with Clause 4 the vessel is on a
328 ballast voyage to a port of redelivery or is upon a laden voyage, Charterers shall continue to have the
329 use of the vessel at the same rate and conditions as stand herein for as long as necessary to complete
330 such ballast voyage, or to complete such laden voyage and return to a port of redelivery as provided by
331 this charter, as the case may be.

332 Loss of 20. Should the vessel be lost, this charter shall terminate and hire shall cease at noon on the day of her
333 Vessel loss; should the vessel be a constructive total loss, this charter shall terminate and hire shall cease at
334 noon on the day on which the vessel's underwriters agree that the vessel is a constructive total loss;
335 should the vessel be missing, this charter shall terminate and hire shall cease at noon on the day on
336 which she was last heard of. Any hire paid in advance and not earned shall be returned to Charterers
337 and Owners shall reimburse Charterers for the value of the estimated quantity of bunkers on board at
338 the time of termination, at the price paid by Charterers at the last bunkering port.

339 Off-hire 21. (a) On each and every occasion that there is loss of time (whether by way of interruption in the
340 vessel's service or, from reduction in the vessel's performance, or in any other manner);
341 (i) due to deficiency of personnel or stores; repairs; gas-freeing for repairs; time in and
342 waiting to enter dry dock for repairs; breakdown (whether partial or total) of machinery,
343 boilers or other parts of the vessel or her equipment (including without limitation tank
344 coatings); overhaul, maintenance or survey; collision, stranding, accident or damage to
345 the vessel; or any other similar cause preventing the efficient working of the vessel; and
346 such loss continues for more than three consecutive hours (if resulting from interruption
347 in the vessel's service) or cumulates to more than three hours (if resulting from partial
348 loss of service); or;
349 (ii) due to industrial action, refusal to sail, breach of orders or neglect of duty on the part of
350 the master, officers or crew; or;
351 (iii) for the purpose of obtaining medical advice or treatment for or landing any sick or
352 injured person (other than a Charterers' representative carried under Clause 17 hereof) or
353 for the purpose of landing the body of any person (other than a Charterers'
354 representatives), and such loss continues for more than three consecutive hours; or;
355 (iv) due to any delay in quarantine arising from the master, officers or crew having and
356 communication with the shore at any infected area without the written consent or
357 instructions of Charterers or their agents, or to any detention by customs or other
358 authorities caused by smuggling or other infraction of local law on the part of the master,
359 officers, or crew; or;
360 (v) due to detention of the vessel by authorities at home or abroad attributable to legal
361 action against or breach of regulations by the vessel, the vessel's owners, or Owners
362 (unless brought about by the act or neglect of Charterers); then;
363 without prejudice to Charterers' rights under Clause 3 or to any other rights of Charterers
364 hereunder, or otherwise, the vessel shall be off-hire from the commencement of such loss of
365 time until she is again ready and in an efficient state to resume her service from a position not
366 less favourable to Charterers than that at which such loss of time commenced; provided,
367 however, that any service given or distance made good by the vessel whilst off-hire shall be
368 taken into account in assessing the amount to be deducted from hire.

369 (b) If the vessel fails to proceed at any guaranteed speed pursuant to Clause 24, and such failure
370 arises wholly or partly from any of the causes set out in Clause 21(a) above, then the period for
371 which the vessel shall be off-hire under this Clause 21 shall be the difference between;
372 (i) the time the vessel would have required to perform the relevant service at such
373 guaranteed speed, and;
374 (ii) the time actually taken to perform such service (including any loss of time arising from
375 interruption in the performance of such service).
376 For the avoidance of doubt, all time included under(ii) above shall be excluded from any
377 computation under Clause 24.

378 (c) Further and without prejudice to the foregoing, in the event of the vessel deviating (which
379 expression includes without limitation putting back, or putting into any port other than that to
380 which she is bound under the instructions of Charterers) for any cause or purpose mentioned in
381 Clause 21(a), the vessel shall be off-hire from the commencement of such deviation until the
382 time when she is again ready and in an efficient state to resume her service from a position not
383 less favourable to Charterers than that at which the deviation commenced, provided, however,
384 that any service given or distance made good by the vessel whilst so off-hire shall be taken into

385 account in assessing the amount to be deducted from hire. If the vessel, for any cause or
386 purpose mentioned in Clause 21 (a), puts into any port other the port to which she is
387 bound on the instructions of Charterers, the port changes, pilotage and other expenses at such
388 port shall be borne by Owners. Should the vessel be driven into any port or anchorage by stress
389 of weather hire shall continue to be due and payable during any time lost thereby.

390 (d) If the vessel's flag state becomes engaged in hostilities, and Charterers in consequence of such
391 hostilities find it commercially impracticable to employ the vessel and have given Owners
392 written notice thereof then from the date of receipt by Owners of such notice until the
393 termination of such commercial impracticability the vessel shall be off-hire and Owners shall
394 have the right to employ the vessel on their own account.

395 (e) Time during which the vessel is off-hire under this charter shall count as part of the charter
396 period except where Charterers declare their option to add off-hire periods under Clause 4(b).

397 (f) All references to "time" in this charter party shall be references to local time except where
398 otherwise stated.

399 Periodical 22. (a) Owners have the right and obligation to drydock the vessel at regular intervals of _____
400 Drydocking On each occasion Owners shall propose to Charterers a date on which they wish to drydock the
401 vessel, not less than _____ before such date, and Charterers shall offer a port for such
402 periodical drydocking and shall take all reasonable steps to make the vessel available as near to
403 such date as practicable.
404 Owners shall put the vessel in drydock at their expense as soon as practicable after Charterers
405 place the vessel at Owners' disposal clear of cargo other than tank washings and residues.
406 Owners shall be responsible for and pay for the disposal into reception facilities of such tank
407 washings and residues and shall have the right to retain any monies received therefor, without
408 prejudice to any claim for loss of cargo under any Bill of Lading or this charter.

409 (b) If a periodical drydocking is carried out in the port offered by Charterers (which must have
410 suitable accommodation for the purpose and reception facilities for tank washings and
411 residues), the vessel shall be off-hire from the time she arrives at such port until drydocking is
412 completed and she is in every way ready to resume Charterers' service and is at the position at
413 which she went off-hire or a position no less favourable to Charterers, whichever she first
414 attains. However;
415 (i) provided that Owners exercise due diligence in gas-freeing, and time lost in gas-
416 freeing to the standard required for entry into drydock for cleaning and painting the hull
417 shall not count as off-hire, whether lost on passage to the drydocking port or after arrival
418 there (notwithstanding Clause 21), and;
419 (ii) any additional time lost in further gas-freeing to meet the standard required for hot work
420 or entry to cargo tanks shall count as off-hire, whether lost on passage to the drydocking
421 port or after arrival there.
422 Any time which, but for sub-Clause (i) above, would be off-hire, shall not be included in any
423 calculation under Clause 24.
424 The expenses of gas-freeing, including without limitation the cost of bunkers, shall be for
425 Owners account.

426 (c) If Owners require the vessel, instead of proceeding to the offered port, to carry out periodical
427 drydocking at a special port selected by them, the vessel shall be off-hire from the time when
428 she is released to proceed to the special port until she next presents for loading in accordance
429 with Charterers' instructions, provided, however, that Charterers shall credit Owners with the
430 time which would have been taken on passage at the service speed had the vessel not proceeded
431 to drydock. All fuel consumed shall be paid for by Owners but Charterers shall credit Owners
432 with the value of the fuel which would have been used on such national passage calculated at
433 the guaranteed daily consumption for the service speed, and shall further credit Owners with
434 any benefit they may gain in purchasing bunkers at the special port.

435 (d) Charterers shall, insofar as cleaning for periodical drydocking may have reduced the amount of
436 tank-cleaning necessary to meet Charterers' requirements, credit Owners with the value of any
437 bunkers which Charterers calculate to have been saved thereby, whether the vessel drydocks at
438 an offered or a special port.

439 Ship 23. Charterers shall have the right at any time during the charter period to make such inspection of the
440 Inspection vessel as they may consider necessary. This right may be exercised as often and at such intervals as
441 Charterers in their absolute discretion may determine and whether the vessel is in port or on passage.
442 Owners affording all necessary co-operation and accommodation on board provided, however:
443 (a) that neither the exercise nor the non-exercise, not anything done or not done in the exercise
444 or non-exercise, by Charterers of such right shall in any way reduce the master's or Owners'
445 authority over, or responsibility to Charterers or third parties for, the vessel and every aspect of
446 her operation, nor increase Charterers' responsibilities to Owners or third parties for the same;
447 and;
448 (b) that Charterers shall not be liable for any act, neglect or default by themselves, their
449 servants or agents in the exercise or non-exercise of the aforesaid right.

450 Detailed 24. (a) Owners guarantee that the speed and consumption of the vessel shall be as follows:-

451 Description
 452 and
 453 Performance

Average speed in knots	Maximum average bunker consumption per day	
	main propulsion fuel oil/diesel oil tonnes	auxiliaries fuel oil/diesel oil tonnes
Laden	_____ / _____	_____ / _____
_____	_____ / _____	_____ / _____
_____	_____ / _____	_____ / _____
Ballast	_____ / _____	_____ / _____
_____	_____ / _____	_____ / _____
_____	_____ / _____	_____ / _____

462 The foregoing bunker consumptions are for all purposes except cargo heating and tank cleaning
 463 and shall be pro-rated between the speeds shown.

464 The service speed of the vessel is _____ knots laden and _____ knots in ballast and in the absence
 465 of Charterers' orders to the contrary the vessel shall proceed at the service speed. However if
 466 more than one laden and one ballast speed are shown in the table above Charterers shall have
 467 the right to order the vessel to steam at any speed within the range set out in the table (the
 468 "ordered speed").

469 If the vessel is ordered to proceed at any speed other than the highest speed shown in the
 470 table, and the average speed actually attained by the vessel during the currency of such order
 471 exceeds such ordered speed plus 0.5 knots (the "maximum recognised speed"), then for the
 472 purpose of calculating a decrease of hire under this Clause 24 the maximum recognised speed
 473 shall be used in place of the average speed actually attained.

474 For the purposes of this charter the "guaranteed speed" at any time shall be the then-current
 475 ordered speed or the service speed, as the case may be.

476 The average speeds and bunker consumptions shall for the purposes of this Clause 24 be
 477 calculated by reference to the observed distance from pilot station to pilot station on all sea
 478 passages during each period stipulated in Clause 24(c), but excluding any time during which
 479 the vessel is (or but for Clause 22(b) (i) would be) off-hire and also excluding "Adverse
 480 Weather Periods", being;

- 481 (i) any periods during which reduction of speed is necessary for safety in congested waters
 482 or in poor visibility;
- 483 (ii) any days, noon to noon, when winds exceed force 8 on the Beaufort Scale for more than
 484 12 hours.

- 485 (b) If during any year from the date on which the vessel enters service (anniversary to anniversary)
 486 the vessel falls below or exceeds the performance guaranteed in Clause 24(a) then if such
 487 shortfall or excess results;

- 488 (i) from a reduction or an increase in the average speed of the vessel, compared to the speed
 489 guaranteed in Clause 24(a), then an amount equal to the value at the hire rate of the time
 490 so lost or gained, as the case may be, shall be included in the performance calculation;
- 491 (ii) from an increase or a decrease in the total bunkers consumed, compared to the total
 492 bunkers which would have been consumed had the vessel performed as guaranteed in
 493 Clause 24(a), an amount equivalent to the value of the additional bunkers consumed or
 494 the bunkers saved, as the case may be, based on the average price paid by Charterers for
 495 the vessel's bunkers in such period, shall be included in the performance calculation.

496 The results of the performance calculation for laden and ballast mileage respectively shall be
 497 adjusted to take into account the mileage steamed in each such condition during Adverse Weather
 498 Periods, by dividing such addition or deduction by the number of miles over which the
 499 performance has been calculated and multiplying by the same number of miles plus the miles
 500 steamed during the Adverse Weather Periods, in order to establish the total performance
 501 calculation for such period.

502 Reduction of hire under the foregoing sub-Clause(b) shall be without prejudice to any other
 503 remedy available to Charterers.

- 504 (c) Calculations under this Clause 24 shall be made for the yearly periods terminating on each
 505 successive anniversary of the date on which the vessel enters service, and for the period
 506 between the last such anniversary and the date of termination of this charter if less than a year.
 507 Claims in respect of reduction of hire arising under this Clause during the final year or part
 508 year of the charter period shall in the first instance be settled in accordance with Charterers'
 509 estimate made two months before the end of the charter period. Any necessary adjustment
 510 after this charter terminates shall be made by payment by Owners to Charterers or by
 511 Charterers to Owners as the case may require.
- 512 (d) Owners and Charterers agree that this Clause 24 is assessed on the basis that Owners are not
 513 entitled to additional hire for performance in excess of the speeds and consumptions given in
 514 this Clause 24.

- 515 25. Subject to the provisions of Clause 21 hereof, all loss of time and all expenses (excluding any
 516 damage to or loss of the vessel or tortious liabilities to third parties) incurred in saving or attempting

517 to save life or in successful or unsuccessful attempts at salvage shall be borne equally by Owners and
518 Charterers provided that Charterers shall not be liable to contribute towards any salvage payable by
519 Owners arising in any way out of services rendered under this Clause 25.
520 All salvage and all proceeds from derelicts shall be divided equally between Owners and Charterers
521 after deducting the master's, officers' and crew's share.

522 Lien 26. Owners shall have a lien upon all cargoes and all freights, sub-freights and demurrage for any
523 amounts due under this charter; and Charterers shall have a lien on the vessel for all monies paid in
524 advance and not earned, and for all claims for damages arising from any breach by Owners of this
525 charter.

526 Exceptions 27. (a) The vessel, her master and Owners shall not, unless otherwise in this charter expressly
527 provided, be liable for any loss or damage or delay or failure arising or resulting from any
528 act, neglect or default of the master, pilots, mariners or other servants of Owners in the
529 navigation or management of the vessel; fire, unless caused by the actual fault or privity of
530 Owners; collision or stranding; dangers and accidents of the sea; explosion, bursting of
531 boilers, breakage of shafts or any latent defect in hull, equipment or machinery; provided,
532 however, that Clauses 1, 2, 3 and 24 hereof shall be unaffected by the foregoing. Further,
533 neither the vessel, her master or Owners, nor Charterers shall, unless otherwise in this charter
534 expressly provided, be liable for any loss or damage or delay or failure in performance
535 hereunder arising or resulting from act of God, act of war, seizure under legal process,
536 quarantine restrictions, strikes, lock-outs, riots, restraints of labour, civil commotions or arrest
537 or restraint of princes, rulers or people.

538 (b) The vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of
539 vessels in distress and to deviate for the purpose of saving life or property.

540 (c) Clause 27 (a) shall not apply to, or affect any liability of Owners or the vessel or any other
541 relevant person in respect of;

542 (i) loss or damage caused to any berth, jetty, dock, dolphin, buoy, mooring line, pipe or
543 crane or other works or equipment whatsoever at or near any place to which the vessel
544 may proceed under this charter, whether or not such works or equipment belong to
545 Charterers, or;

546 (ii) any claim (whether brought by Charterers or any other person) arising out of any loss
547 of or damage to or in connection with cargo. Any such claim shall be subject to the
548 Hague-Visby Rules or the Hague Rules or the Hamburg Rules, as the case may be,
549 which ought pursuant to Clause 38 hereof to have been incorporated in the relevant
550 Bill of Lading (whether or not such Rules were so incorporated) or, if no such Bill of
551 Lading is issued, to the Hague-Visby Rules unless the Hamburg Rules compulsorily
552 apply in which case to the Hamburg Rules.

553 (d) In particular and without limitation, the foregoing subsections (a) and (b) of this Clause
554 shall not apply to or in any way affect any provision in this charter relating to off-hire or to
555 reduction of hire.

556 Injurious 28. No acids, explosives or cargoes injurious to the vessel shall be shipped and without prejudice to the
557 Cargoes foregoing any damage to the vessel caused by the shipment of any such cargo, and the time taken to
558 repair such damage, shall be for Charterers' account. No voyage shall be undertaken, nor any goods
559 or cargoes loaded, that would expose the vessel to capture or seizure by rulers or governments.

560 Grade of 29. Charterers shall supply fuel oil with a maximum viscosity of _____ centistokes at 50 degrees
561 Bunkers centigrade and/or marine diesel oil for main propulsion and fuel oil with a maximum viscosity of
562 _____ centistokes at 50 degrees centigrade and/or diesel oil for the auxiliaries. If Owners
563 require the vessel to be supplied with more expensive bunkers they shall be liable for the extra cost
564 thereof.
565 Charterers warrant that all bunkers provided by them in accordance herewith shall be of a quality
566 complying with ISO Standard 8217 for Marine Residual Fuels and Marine Distillate Fuels as
567 applicable.

568 Disbursements 30. Should the master require advances for ordinary disbursements at any port, Charterers or their agents
569 shall make such advances to him, in consideration of which Owners shall pay a commission of two and
570 a half per cent, and all such advances and commission shall be deducted from hire.

571 Laying-up 31. Charterers shall have the option, after consultation with Owners, of requiring Owners to lay up the
572 Vessel at a safe place nominated by Charterers, in which case the hire provided for under this charter
573 shall be adjusted to reflect any net increases in expenditure reasonably incurred or any net saving
574 which should reasonably be made by Owners as a result of such lay up. Charterers may exercise the
575 said option any number of times during the charter period.

576 Requisition 32. Should the vessel be requisitioned by any government, de facto or de jure, during the period of this
577 charter, the vessel shall be off-hire during the period of such requisition, and any hire paid by such
578 governments in respect of such requisition period shall be for Owners' account. Any such requisition
579 period shall count as part of the charter period.

580 Outbreak of 33. If war or hostilities break out between any two or more of the following countries: U.S.A., the
581 War countries or republics having been part of the former U.S.S.R (except that declaration of war or
582 hostilities solely between any two or more of the countries or republics having been part of the

583 former USSR shall be exempted), P.R.C., U.K., Netherlands, then both Owners and Charterers shall
584 have the right to cancel this charter.

585 Additional 34. If the vessel is ordered to trade in areas where there is war (de facto or de jure) or threat of war,
586 War Charterers shall reimburse Owners for any additional insurance premia, crew bonuses and other
587 Expenses expenses which are reasonably incurred by Owners as a consequence of such orders, provided that
588 Charterers are given notice of such expenses as soon as practicable and in any event before such
589 expenses are incurred, and provided further that Owners obtain from their insurers a waiver of any
590 subrogated rights against Charterers in respect of any claims by Owners under their war risk
591 insurance arising out of compliance with such orders.
592 Any payments by Charterers under this clause will only be made against proven documentation. Any
593 discount or rebate refunded to Owners, for whatever reason, in respect of additional war risk premium
594 shall be passed on to Charterers.

595 War Risks 35. (a) The master shall not be required or bound to sign Bills of Lading for any place which in his or
596 Owners' reasonable opinion is dangerous or impossible for the vessel to enter or reach owing
597 to any blockade, war, hostilities, warlike operations, civil war, civil commotions or
598 revolutions.
599 (b) If in the reasonable opinion of the master or Owners it becomes, for any of the reasons set out
600 in Clause 35(a) or by the operation of international law, dangerous, impossible or prohibited
601 for the vessel to reach or enter, or to load or discharge cargo at, any place to which the vessel
602 has been ordered pursuant to this charter (a "place of peril"), then Charterers or their agents
603 shall be immediately notified in writing or by radio messages, and Charterers shall thereupon
604 have the right to order the cargo, or such part of it as may be affected, to be loaded or
605 discharged, as the case may be, at any other place within the trading limits of this charter
606 (provided such other place is not itself a place of peril). If any place of discharge is or
607 becomes a place of peril, and no orders have been received from Charterers or their agents
608 within 48 hours after dispatch of such messages, then Owners shall be at liberty to discharge
609 the cargo or such part of it as may be affected at any place which they or the master may in
610 their or his discretion select within the trading limits of this charter and such discharge shall
611 be deemed to be due fulfillment of Owners' obligations under this charter so far as cargo so
612 discharged is concerned.
613 (c) The vessel shall have liberty to comply with any directions or recommendations as to
614 departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in
615 any other wise whatsoever given by the government of the state under whose flag the vessel
616 sails or any other government or local authority or by any person or body acting or purporting
617 to act as or with the authority of any such government or local authority including any de
618 facto government or local authority or by any person or body acting or purporting to act as or
619 with the authority of any such government or local authority or by any committee or person
620 having under the terms of the war risks insurance on the vessel the right to give any such
621 directions or recommendations. If by reason of or in compliance with any such directions or
622 recommendations anything is done or is not done, such shall not be deemed a deviation.
623 If by reason of or in compliance with any such direction or recommendation the vessel does
624 not proceed to any place of discharge to which she has been ordered pursuant to this charter,
625 the vessel may proceed to any place which the master or Owners in his or their discretion
626 select and there discharge the cargo or such part of it as may be affected. Such discharge shall
627 be deemed to be due fulfillment of Owners' obligations under this charter so far as cargo so
628 discharged is concerned.
629 Charterers shall procure that all Bills of Lading issued under this charter shall contain the
630 Chamber of Shipping War Risks Clause 1952.

631 Both to 36. If the liability for any collision in which the vessel is invoked while performing this charter falls to
632 Blame be determined in accordance with the laws of the United States of America, the following provision
633 Collision shall apply:
634 Clause "If the ship comes into collision with another ship as a result of the negligence of the other ship and
635 any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation
636 or in the management of the ship, the owners of the cargo carried hereunder will indemnify the
637 carrier against all loss, or liability to the other or non-carrying ship or her owners in so far as such loss
638 or liability represents loss of, or damage to, or any claim whatsoever of the owners of the said
639 cargo, paid or payable by the other or non-carrying ship or her owners to the owners of the said cargo
640 and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their
641 claim against the carrying ship or carrier."
642 "The foregoing provisions shall also apply where the owners, operators or those in charge of any ship
643 or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of
644 a collision or contact."
645 Charterers shall procure that all Bills of Lading issued under this charter shall contain a provision in
646 the foregoing terms to be applicable where the liability for any collision in which the vessel is
647 involved falls to be determined in accordance with the laws of the United States of America.

648 New Jason 37. General average contributions shall be payable according to York/Antwerp Rules, 1994, as amended

649 Clause from time to time, and shall be adjusted in London in accordance with English law and practice but
650 should adjustment be made in accordance with the law and practice of the United States of America,
651 the following position shall apply:
652 "In the event of accident, danger, damage or disaster before or after the commencement of the
653 voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the
654 consequence of which, the carrier is not responsible by statute, contract or otherwise, the cargo,
655 shippers, consignees or owners of the cargo shall contribute with the carrier in general average to the
656 payment of any sacrifices, losses or expenses of a general average nature that may be made or
657 incurred and shall pay salvage and special charges incurred in respect of the cargo."
658 "If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said
659 salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem
660 sufficient to cover the estimated contribution of the cargo and any salvage and special charges
661 thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the
662 carrier before delivery."
663 Charterers shall procure that all Bills of Lading issued under this charter shall contain a provision in
664 the foregoing terms, to be applicable where adjustment of general average is made in accordance
665 with the laws and practice of the United States of America.

666 Clause 38. Charterers shall procure that all Bills of Lading issued pursuant to this charter shall contain the
667 Paramount following:
668 "(1) Subject to sub-clause (2) or (3) hereof, this Bill of Lading shall be governed by, and have
669 effect subject to, the rules contained in the International Convention for the Unification of Certain
670 Rules relating to Bills of Lading signed at Brussels on 25th August 1924 (hereafter the "Hague
671 Rules") as amended by the Protocol signed at Brussels on 23rd February 1968 (hereafter the
672 "Hague-Visby Rules"). Nothing contained herein shall be deemed to be either a surrender by the
673 carrier of any of his rights or immunities or any increase of any of his responsibilities or liabilities
674 under the Hague-Visby Rules."
675 "(2) If there is governing legislation which applies the Hague Rules compulsory to this Bill of
676 Lading, to the exclusion of the Hague-Visby Rules, then this Bill of Lading shall have effect subject
677 to the Hague Rules. Nothing therein contained shall be deemed to be either a surrender by the carrier
678 of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the
679 Hague Rules."
680 "(3) If there is governing legislation which applies the United Nations Convention on the Carriage
681 of Goods by Sea 1978(hereafter the "Hamburg Rules") compulsorily to this Bill of Lading, to the
682 exclusion of the Hague-Visby Rules, then this Bill of Lading shall have effect subject to the Hamburg
683 Rules. Nothing therein contained shall be deemed to be either a surrender by the carrier of any of his
684 rights or immunities or an increase of any of his responsibilities or liabilities under the Hamburg
685 Rules."
686 "(4) If any term of this Bill of Lading is repugnant to the Hague-Visby Rules, or Hague Rules, or
687 Hamburg Rules, as applicable, such term shall be void to that extent but no further."
688 "(5) Nothing in this Bill of Lading shall be construed as in any way restricting, excluding or
689 waiving the right of any relevant party or person to limit his liability under any available legislation
690 and/or law."

691 Insurance/ 39. Owners warrant that the vessel is now, and will, throughout the duration of the charter:
692 ITOPF (a) be owned or demise chartered by a member of the International Tanker Owners Pollution
693 Federation Limited;
694 (b) be properly entered in _____ P & I Club, being a member of
695 the International Group of P and I Clubs;
696 (c) have in place insurance cover for oil pollution for the maximum on offer through the
697 International Group of P&I Clubs but always a minimum of United States Dollars
698 1,000,000,000 (one thousand million);
699 (d) have in full force and effect Hull and Machinery Insurance placed through reputable brokers
700 on Institute Time Clauses or equivalent for the value of United States Dollars _____ as from
701 time to time may be amended with Charterers' approval, which shall not be unreasonably
702 withheld.
703 Owners will provide, within a reasonable time following a request from Charterers to do so,
704 documented evidence of compliance with the warranties given in this Clause 39.

705 Export 40. The master shall not be required or bound to sign Bills of Lading for the carriage of cargo to any
706 Restrictions place to which export of such cargo is prohibited under the laws, rules or regulations of the country
707 in which the cargo was produced and/or shipped.
708 Charterers shall procure that all Bills of Lading issued under this charter shall contain the following
709 clause:
710 "If any laws rules or regulations applied by the government of the country in which the cargo was
711 produced and/or shipped, or any relevant agency thereof, impose a prohibition on export of the cargo
712 to the place of discharge designated in or ordered under this Bill of Lading, carriers shall be entitled
713 to require cargo owners forthwith to nominate an alternative discharge place for the discharge of the
714 cargo, or such part of it as may be affected, which alternative place shall not be subject to the

715 prohibition, and carriers shall be entitled to accept orders from cargo owners to proceed to and
716 discharge at such alternative place. If cargo owners fail to nominate an alternative place within 72
717 hours after they or their agents have received from carriers notice of such prohibition, carriers shall
718 be at liberty to discharge the cargo or such part of it as may be affected by the prohibition at any safe
719 place on which they or the master may in their or his absolute discretion decide and which is not
720 subject to the prohibition, and such discharge shall constitute due performance of the contract
721 contained in this Bill of Lading so far as the cargo so discharged is concerned".
722 The foregoing provision shall apply mutatis mutandis to this charter, the references to a Bill of
723 Lading being deemed to be references to this charter.

724 Business 41. Owners will co-operate with Charterers to ensure that the "Business Principles", as amended
725 Principles from time to time, of the Royal Dutch/Shell Group of Companies, which are posted on the Shell
726 Worldwide Web (www.Shell.com), are complied with.

727 Drugs and 42. (a) Owners warrant that they have in force an active policy covering the vessel which meets or
728 Alcohol exceeds the standards set out in the "Guidelines for the Control of Drugs and Alcohol On
729 Board Ship" as published by the Oil Companies International Marine Forum (OCIMF) dated
730 January 1990 (or any subsequent modification, version, or variation of these guidelines) and
731 that this policy will remain in force throughout the charter period, and Owners will exercise
732 due diligence to ensure the policy is complied with.
733 (b) Owners warrant that the current policy concerning drugs and alcohol on board is acceptable
734 to ExxonMobil and will remain so throughout the charter period.

735 Oil Major 43. If, at any time during the charter period, the vessel becomes unacceptable to any Oil Major, Charterers
736 Acceptability shall have the right to terminate the charter.

737 Pollution and 44. Owners are to advise Charterers of organizational details and names of Owners personnel together
738 Emergency with their relevant telephone/facsimile/e-mail/telex numbers, including the names and contact details
739 Response of Qualified Individuals for OPA 90 response, who may be contacted on a 24 hour basis in the event of
740 oil spills or emergencies.

741 ISPS 45. (a) (i) From the date of coming into force of the International Code for the Security of Ships
742 Code/US and of Port Facilities and the relevant amendments to Chapters XI of SOLAS (ISPS
743 MTSA 2002 Code) and the US Maritime Transportation Security Act 2002 (MTSA) in relation to the
744 Vessel and thereafter during the currency of this charter, Owners shall procure that both
745 the Vessel and "the Company" (as defined by the ISPS Code) and the "owner" (as
746 defined by the MTSA) shall comply with the requirements of the ISPS Code relating to
747 the Vessel and "the Company" and the requirements of MTSA relating to the vessel and
748 the "owner". Upon request Owners shall provide documentary evidence of compliance
749 with this Clause 45(a) (i)

750 (ii) Except as otherwise provided in this charter, loss, damage, expense or delay, caused by
751 failure on the part of Owners or "the Company"/"owner" to comply with the
752 requirements of the ISPS Code/MTSA or this Clause shall be for Owners' account.

753 (b) (i) Charterers shall provide Owners/Master with their full style contact details and shall
754 ensure that the contact details of all sub-charterers are likewise provided to
755 Owners/Master. Furthermore, Charterers shall ensure that all sub-charter parties they
756 enter into during the period of this charter contain the following provision:
757 "The Charterers shall provide the Owners with their full style contact details and, where
758 sub-letting is permitted under the terms of the charter party, shall ensure that the
759 contact details of all sub-charterers are likewise provided to the Owners".

760 (ii) Except as otherwise provided in this charter, loss, damage, expense or delay, caused by
761 failure on the part of Charterers to comply with this sub-clause 45(b) shall be for
762 Charterers' account.

763 (c) Notwithstanding anything else contained in this charter costs or expenses related to security
764 regulations or measures required by the port facility or any relevant authority in accordance
765 with the ISPS Code/MTSA including, but not limited to, security guards, launch services, tug
766 escorts, port security fees or taxes and inspections, shall be for Charterers' account, unless such
767 costs or expenses result solely from Owners' negligence in which case such costs or expenses
768 shall be for Owners' account. All measures required by Owners to comply with the security
769 plan required by the ISPS Code/MTSA shall be for Owners' account.

770 (d) Notwithstanding any other provision of this charter, the vessel shall not be off-hire where there
771 is a loss of time caused by Charterers' failure to comply with the ISPS Code/MTSA (when in
772 force).

773 (e) If either party makes any payment which is for the other party's account according to this
774 Clause, the other party shall indemnify the paying party.

775 Law and 46. (a) This charter shall be construed and the relations between the parties determined in accordance
776 Litigation with the laws of England.

777 (b) All disputes arising out of this charter shall be referred to Arbitration in London in accordance
778 with the Arbitration Act 1996 (or any re-enactment or modification thereof for the time being
779 in force) subject to the following appointment procedure:
780 (i) The parties shall jointly appoint a sole arbitrator not later than 28 days after service of

781 a request in writing by either party to do so.
782 (ii) If the parties are unable or unwilling to agree the appointment of a sole arbitrator in
783 accordance with (i) then each party shall appoint one arbitrator, in any event not later
784 than 14 days after receipt of a further request in writing by either party to do so. The
785 two arbitrators so appointed shall appoint a third arbitrator before any substantive
786 hearing or forthwith if they cannot agree on a matter relating to the arbitration.
787 (iii) If a party fails to appoint an arbitrator within the time specified in (ii) (the "Party in
788 Default"), the party who has duly appointed his arbitrator shall give notice in writing to
789 the Party in Default that he proposes to appoint his arbitrator to act as sole arbitrator.
790 (iv) If the Party in Default does not within 7 days of the notice given pursuant to (iii) make
791 The required appointment and notify the other party that he has done so the other party
792 may appoint his arbitrator as sole arbitrator whose award shall be binding on both
793 parties as if he had been so appointed by agreement.
794 (v) Any Award of the arbitrator(s) shall be final and binding and not subject to appeal.
795 (vi) For the purpose of this clause 46(b) any requests or notices in writing shall be sent
796 by fax, e-mail or telex and shall be deemed received on the day of transmission.
797 (c) It shall be a condition precedent to the right of any party to a stay of any legal proceedings in
798 which maritime property has been, or may be, arrested in connection with a dispute under this
799 charter, that that party furnishes to the other party security to which that other party would
800 have been entitled in such legal proceedings in the absence of a stay.

801 Confidentiality 47. All terms and conditions of this charter arrangement shall be kept private and confidential.
802 Construction 48. The side headings have been included in this charter for convenience of reference and shall in no
803 way affect the construction hereof.
804 Appendix A; OCIMF Vessel Particulars Questionnaire for the vessel, as attached, shall be
805 incorporated herein.
806 Appendix B; Shell Safety and Environmental Monthly Reporting Template, as attached, shall be
807 incorporated herein.
808 Additional Clauses: As attached, shall be incorporated herein.

809 SIGNED FOR OWNERS SIGNED FOR CHARTERERS

810 FULL NAME _____ FULL NAME _____
811 POSITION _____ POSITION _____

This Charter Party is a computer generated copy of the "SHELLTIME4 Amend Dec2003" 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 SHELLTIME4 Amend Dec2003 approved document shall apply. The Association of Ship Brokers and Agents (USA), Inc. assume no responsibility for any loss or damage caused as a result of discrepancies between the original approved document and this document.
www.cpeditor.com <<http://www.cpeditor.com/>>
www.itmarine.com <<http://www.itmarine.com/>>

**Shell Safety and Environmental
Monthly Reporting Template**

Return to:
Charterers marked for the attention of:
Fax:
Phone:
Email:

Time Chartered Vessel Name

Management Company

Month

OIL SPILL INCIDENTS

(Any amount entering the water)
Approximate volume in barrels and brief
Details

ANY OTHER INCIDENTS

resulting in or having potential for injury,
damage or loss

FOR DEFINITIONS OF INCIDENT CLASSIFICATION AND EXPOSURE HOURS PLEASE SEE OIL COMPANIES
INTERNATIONAL MARINE FORUM (OCIMF) BOOKLET "Marine Injury Reporting Guidelines" (February 1997) or
any subsequent version, amendment, or variation to them

A. No. Of crew:

B. Days in month / period:

EXPOSURE HOURS (A x B x 24):

LOST TIME INJURIES (LTI'S) including brief details / any treatments

TOTAL RECORDABLE CASE INJURIES (TRC'S) including brief details / any treatments

PLEASE CONFIRM YOUR RETURN CONTACT DETAILS:

Name:

Phone:

Fax:

Email:

**Shell Safety and Environmental
Monthly Reporting Template**

Return to:
Charterers marked for the attention of:
Fax:
Phone:
Email:

Time Chartered Vessel Name

Management Company

Month

Notes : Please enter zero i.e. "0" where any amount is nil (rather than entering "Nil" or N/A")
Please do not enter a % sign in the entry boxes for Fuel Sulphur content i.e. if it is 3% then just enter "3".
Cargo loaded for LNG vessels should also be reported as tones and not as m³.

Monthly Consumption - Fuel Oil mt

Sulphur content of Fuel Oil (percentage weight)

Monthly Consumption - Diesel and/or Gas Oil mt

Monthly Consumption (LNG ships only)
- Fuel Gases mt

Please do not enter a % sign in the entry boxes for Fuel Sulphur content i.e. if it is 3% then just enter "3".
Cargo loaded for LNG vessels should also be reported as tones and not as m³.

Monthly Distance Steamed

Monthly Cargo Loaded - mt

Refrigerant Gas Consumption - Type

Refrigerant Gas Consumption - Quantify (litres)

Garbage Disposal m3 - At Sea