

BPVOY4

VOYAGE CHARTER PARTY

INDEX TO CLAUSES - BPVOY4

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

VOYAGE CHARTER PARTY

1 Date _____

2 ***It is this day agreed between*** _____

3 of _____

4 _____

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

6 called _____ ("Vessel")

7 and _____

8 of _____

9 _____

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

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

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

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

22

PART 1

23 A. Name of Vessel _____

24 B. Description of Vessel

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

26 (1) Summer Deadweight (SDWT) on assigned summer freeboard _____ Tonnes

27 (2) Salt Water draught (on SDWT) _____ Metres

28 (3) Flag _____

29 (4) Year Built _____

30 (5) Length Overall _____ Metres

31 (6) Beam _____ Metres

32 (7) Cargo tank capacity at 98% excluding slop tanks _____ Cu. Metres

33 (8) Capacity of slop tanks at 98% _____ Cu. Metres

34 (9) The Vessel is (delete as applicable) Segregated Ballast Tanker (SBT)/Clean Ballast Tanker (CBT)

35 (10) Crude Oil Washing (COW) (delete as applicable) _____ YES/NO

36 (11) Inert Gas System (IGS) (delete as applicable) _____ YES/NO

37 (12) Closed Cargo Operations (delete as applicable) _____ YES/NO

38 (13) The Vessel has (delete as applicable) _____ Double Bottom/Double Sides

39 (14) Tonnes Per Centimetre Immersion (TPC) _____ Tonnes

40 (15) Bow to Centre of Manifold (BCM) _____ Metres

41 (16) Derricks/Cranes - Number and Capacity _____

42 _____

43 _____

44 (17) Tongue Type Bow Chain Stoppers:-

45 (a) Number _____

46 (b) Safe Working Load _____ Tonnes

47 (c) Nominal Diameter of Chain _____ Millimetres

48 (18) Keel to Top of Mast (KTM) _____ Metres

49 (19) Tank Coatings (Type) _____

50 (20) Heating Coils (Type) _____

51 (21) Classification Society and Class Notation _____

52 (22) Gross Tonnage (GT) _____ Tonnes

53 (23) Suez Canal Net Registered Tonnage (SCNRT) _____ Tonnes

54 (24) Panama Canal Net Registered Tonnage (PCNRT) _____ Tonnes

55 (25) Charter Speed (weather and safe navigation permitting) _____ Knots ("Charter Speed")

56 (26) Maximum Speed (weather and safe navigation permitting) _____ Knots ("Maximum Speed")

57 (27) Last Cargoes:- (a) Last _____

58 (b) Second Last _____

59 (c) Third Last _____

60 C. Cargo Quantity _____

61 _____

62 D. Cargo Description _____
63 _____
64 _____
65 E. Loading Port(s)/Range(s) at Charterers' option _____
66 _____
67 _____
68 F. Discharge Port(s)/Range(s) at Charterers' option _____
69 _____
70 _____
71 _____
72 _____
73 G. Laydays
74 Commencing: 0001 hours local time on _____ ("Commencement Date")
75 Cancelling: 1600 hours local time on _____ ("Cancelling Date")
76 Vessel expected ready to load _____ hours local time on _____ based
77 on following current itinerary _____
78 _____
79 H. Freight Rate _____
80 _____ ("Freight Rate")
81 Increase of Freight Rate applicable to increased speed per knot, or pro rata, between Charter
82 Speed and Maximum Speed:-
83 _____
84 Overage (if any) at 50% of Freight Rate
85 I. Laytime _____ running hours
86 J. Demurrage _____ US \$ per day or pro rata
87 K. Owners' Payment Details _____
88 _____
89 _____
90 _____
91 _____
92 L. Additional Clauses _____
93 _____
94 _____
95 _____
96 _____
97 M. The "BP Shipping Questionnaire" was last completed and submitted to Charterers on _____
98 _____ and, where applicable, was confirmed as accurate on _____

PART 2100 **1. CONDITION OF VESSEL**

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

110 **2. CHARTERING QUESTIONNAIRE**

111 2.1 Prior to agreement being reached between Owners and Charterers on the terms and
 112 conditions of this Charter, Owners have either:-

113 2.1.1 completed and submitted, or have authorised their brokers to complete and
 114 submit, the BP Shipping Questionnaire; or

115 2.1.2 confirmed, or have authorised their brokers to confirm, in writing to Charterers
 116 that each and every response given by Owners in the BP Shipping Questionnaire
 117 last completed and submitted to Charterers in respect of the Vessel remains
 118 correct and accurate in every particular;

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

120 2.2 Notwithstanding the date on which the BP Shipping Questionnaire was last completed
 121 by Owners and submitted to Charterers in respect of the Vessel, it is a condition of this
 122 Charter that the responses in the BP Shipping Questionnaire are correct as at the date
 123 hereof. If any response proves to be incorrect, and as a consequence Charterers are
 124 likely to, or do, suffer prejudice or are likely to, or do, incur loss, damage, cost or
 125 expense, Charterers shall be entitled either:-

126 2.2.1 to cancel this Charter forthwith without prejudice to any other rights available to
 127 them under this Charter or otherwise under English law; or

128 2.2.2 to recover, by deduction from freight or otherwise, the said loss, damage, cost and
 129 expense.

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

131 3.1 Subject to the provisions of this Charter the Vessel shall proceed to the loading port (the
 132 term "port" shall include any port, berth, dock, loading or discharging anchorage or
 133 offshore location, submarine line, single point or single buoy mooring facility, alongside
 134 vessels or lighters, or any other place whatsoever as the context requires) stated in
 135 Section E of PART 1, or to such other port (always within the Ranges stated in Section
 136 E of PART 1) as is separately or subsequently identified in Charterers' Voyage Orders
 137 (which term shall mean any written instruction issued by Charterers in respect of the
 138 Vessel at any time during the period of this Charter, including any amendments,
 139 corrections or revisions thereto), or so near thereto as she may safely reach and there
 140 load the cargo stated in Sections C and D of PART 1 subject to any clarification of cargo
 141 loading instructions as may be provided in Charterers' Voyage Orders.

142 3.2 Owners undertake that the Vessel is able to load, carry and discharge the quantities,
 143 grades and segregations of cargo stated in Sections C and D of PART 1, without loading
 144 on top of tank washings ("slops"). Charterers shall not be liable for any loss, damage
 145 (including deadfreight), cost or expense incurred by Owners by reason of the Vessel

- 146 being unable to load in accordance with this undertaking. Loading on top of slops shall
147 not be permitted without Charterers' prior agreement in writing.
- 148 The cargo loaded on board the Vessel shall not exceed the quantity which she can
149 reasonably stow and carry over and above her equipment and provisions and shall in any
150 case not exceed the quantity permitted by the International Load Line Convention, 1966,
151 or any modification or amendment thereof as may be applicable to the voyage to be
152 performed hereunder.
- 153 3.3 Owners undertake that the Vessel shall, upon completion of loading the cargo, proceed
154 at the speed stated in Section B.25 of PART 1 ("Charter Speed"), or at such other speed,
155 not exceeding the speed stated in Section B.26 of PART 1 ("Maximum Speed"), as may
156 be stated in Charterers' Voyage Orders, to the discharge port stated in Section F of
157 PART 1, or to such other port or location permitted under this Charter, in accordance
158 with Charterers' Voyage Orders, or so near thereto as she may safely reach, and deliver
159 the cargo in consideration of the payment of freight as provided in Clause 31.
- 160 3.4 Charterers shall have the right at any time during the voyage to instruct Owners to adjust
161 the Vessel's speed. Charterers shall not instruct Owners to increase the Vessel's speed
162 such as to require the Vessel to proceed in excess of the Maximum Speed. If Owners
163 increase the speed of the Vessel in accordance with Charterers' Voyage Orders, any
164 increase in the freight rate consequent thereon shall be calculated in accordance with the
165 Example set out in Clause 31.
- 166 3.5 If the Vessel fails to maintain Charter Speed, or Owners fail to comply with any
167 instructions in Charterers' Voyage Orders requiring an increase of speed pursuant to this
168 Clause 3, Owners shall, subject to Clause 38, be liable for all loss, damage, cost and
169 expense arising as a direct consequence thereof save to the extent that Owners can prove
170 that such failure was attributable either to adverse weather conditions and sea state or to
171 the requirements for the safe navigation of the Vessel. Charterers shall be entitled to
172 deduct any such loss, damage, cost and expense from any demurrage due to Owners
173 hereunder without prejudice to any other rights available to Charterers under this Charter
174 or otherwise under English law.
- 175 **4. ESTIMATED TIMES OF ARRIVAL**
- 176 4.1 If the Master fails to comply with any of the following provisions any delay resulting
177 therefrom, either at the loading or discharge port, shall not count as laytime or, if the
178 Vessel is on demurrage, as demurrage and Owners shall be responsible for any additional
179 loss, damage, cost and expense incurred by Charterers arising from such non-compliance.
- 180 4.2 The Master shall send messages by telex to Charterers, the Agents (which term wherever
181 used in this Charter shall mean the Vessel's agents under Clause 15) and to any other
182 parties as required by Charterers (hereafter referred to collectively as the "ETA Notify
183 Parties"), advising the date and estimated time of the Vessel's arrival ("ETA"). Such
184 messages shall be sent upon the Vessel's sailing from the last discharge port and seven (7)
185 days and seventy-two (72), forty-eight (48) and twenty-four (24) hours prior to the
186 Vessel's ETA at each loading port. If the Vessel is at sea or elsewhere when ordered by
187 Owners to proceed to a loading port the Master shall, if the Vessel is less than seven (7)
188 days or seventy-two (72), forty-eight (48) or twenty-four (24) hours from that loading
189 port, immediately notify the ETA Notify Parties of the Vessel's ETA at that loading port.
190 Thereafter, the Master shall advise the ETA Notify Parties of the Vessel's ETA at such
191 of the times as aforesaid as are applicable or immediately provide them with such other
192 ETAs as Charterers may require.
- 193 4.3 The Master shall send messages by telex to the ETA Notify Parties advising the Vessel's
194 ETA at each discharge port, together with information as to the Vessel's expected arrival
195 draught on even keel, immediately upon the Vessel leaving the final loading port and
196 thereafter, where applicable, seven (7) days, seventy-two (72), forty-eight (48) and

197 twenty-four (24) hours prior to the Vessel's ETA at each discharge port or immediately
198 provide the ETA Notify Parties with such other ETAs as Charterers may require.

199 4.4 The Master shall also advise the ETA Notify Parties by telex of any variation of more
200 than six (6) hours in estimated times of arrival at the loading and/or discharge ports.

201 4.5 Charterers may require Owners to provide them with copies of all telexes (showing
202 answerbacks) to be sent under this Clause 4 and Owners shall promptly comply with
203 such requirement.

204 **5. LOADING AND DISCHARGE PORT/SHIFTING**

205 5.1 The Vessel shall be loaded and discharged at any port in accordance with Charterers'
206 Voyage Orders. Before instructing Owners to direct the Vessel to any port, Charterers
207 shall exercise due diligence, to ascertain that the Vessel can always lie safely afloat at such
208 port, but Charterers do not warrant the safety of any port and shall be under no liability
209 in respect thereof except for loss or damage caused by Charterers' failure to exercise due
210 diligence.

211 5.2 Charterers shall have the option of instructing Owners to load the Vessel at more than
212 one berth at each loading port and to discharge at more than one berth at each discharge
213 port in which event Owners shall, in the first instance, pay expenses arising from any of
214 the following movements of the Vessel:-

215 5.2.1 unmooring at, and pilotage and towage off, the first loading or discharge berth;

216 5.2.2 mooring and unmooring at, and pilotage and towage on to and off, any
217 intermediate loading or discharge berth; and

218 5.2.3 mooring at, and pilotage and towage on to, the last loading or discharge berth.

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

222 5.3 Charterers shall reimburse Owners in respect of any dues and/or other charges incurred
223 in excess of those which would have been incurred if all the cargo required to be loaded
224 or discharged at the particular port had been loaded or discharged at the first berth only.
225 Time used on account of shifting shall count as laytime or, if the Vessel is on demurrage,
226 as demurrage, except as otherwise provided in Clauses 17 and 18.2.

227 5.4 For the purpose of the payment of freight, the places grouped in the section "Port and
228 Terminal Combinations", in the "New Worldwide Tanker Nominal Freight Scale" as
229 amended from time to time ("Worldscale"), shall be considered as berths within a single
230 port and Charterers shall pay shifting expenses in accordance with the provisions of this
231 Clause 5.

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

233 6.1 Upon arrival of the Vessel at each loading or discharge port the Master or Agents shall
234 tender NOR to Charterers or to their order when the Vessel is ready in all respects to
235 carry out Charterers' orders in accordance with the provisions of this Charter. Such
236 NOR may be tendered either by letter, telex, facsimile or telephone (but if NOR is
237 tendered by facsimile or telephone it shall subsequently be confirmed promptly by telex).
238 Owners shall provide Charterers with an NOR Certificate signed by the Master and a
239 Terminal representative in respect of each port at which the Vessel loads or discharges.

240 6.2 NOR shall not be tendered, nor shall the Vessel proceed to berth, prior to the
241 Commencement Date stated in Section G of PART 1 without Charterers' prior
242 agreement in writing.

- 243 6.3 Notwithstanding tender of a valid NOR by the Vessel such NOR shall not be effective,
 244 or become effective, for the purposes of calculating laytime, or if the Vessel is on
 245 demurrage, demurrage unless and until the following conditions have been met:-
- 246 6.3.1 in the case of the Vessel proceeding directly to the loading or discharging place,
 247 she is securely moored and her gangway, if it is to be used, is in place; or
- 248 6.3.2 in the case of the Vessel not berthing upon arrival and being instructed to anchor,
 249 she has completed anchoring at an anchorage where vessels of her type
 250 customarily anchor at the port or, if she has been instructed to wait, she has
 251 reached the area within the port where vessels of her type customarily wait; and
- 252 6.3.3 free pratique has been granted or is granted within six (6) hours of the Master
 253 tendering NOR. If free pratique is not granted within six (6) hours of the Master
 254 tendering NOR, through no fault of Owners, Agents, or those on board the
 255 Vessel, the Master shall issue a protest in writing ("NOP") to the port authority
 256 and the facility at the port ("Terminal") failing which laytime or, if the Vessel is on
 257 demurrage, demurrage shall only commence when free pratique has been granted;
 258 and
- 259 6.3.4 in the case of calls at US ports, a US Coast Guard Tanker Vessel Examination
 260 Letter ("TVEL") has been issued, or in the case of calls at non-US ports where
 261 any similar certificate is required to be issued by a state authority at those ports
 262 prior to loading or discharging of cargo, such certificate has been issued.

263 **7. LAYTIME/DEMURRAGE**

- 264 7.1 Charterers shall be allowed the number of hours stated in Section I of PART 1, together
 265 with any period of additional laytime arising under Clause 7.3.1, as laytime for loading
 266 and discharging and for any other purposes of Charterers in accordance with the
 267 provisions of this Charter.
- 268 7.2 Sundays and holidays shall be included in respect of laytime for loading and discharging,
 269 unless loading or discharging on the Sunday or holiday in question is prohibited by law or
 270 regulation at the loading or discharge port. Charterers shall have the right to require the
 271 Vessel to load and discharge during the night, unless loading or discharging at night is
 272 prohibited by law or regulation at the loading or discharge port.
- 273 7.3 Subject as provided elsewhere in this Charter:-
- 274 7.3.1 laytime for the purposes of loading shall not commence before 0600 hours local
 275 time on the Commencement Date stated in Section G of PART 1, unless with
 276 Charterers' prior agreement in writing, in which event laytime shall commence
 277 when the Vessel commences loading. If the Vessel, with Charterers' prior
 278 agreement in writing, has commenced loading prior to 0600 hours local time on
 279 the Commencement Date, then the time from the commencement of loading to
 280 0600 hours local time on the Commencement Date shall constitute additional
 281 laytime.
- 282 7.3.2 Laytime or, if the Vessel is on demurrage, demurrage shall commence, at each
 283 loading and each discharge port, upon the expiry of six (6) hours after a valid
 284 NOR has become effective as determined under Clause 6.3, berth or no berth, or
 285 when the Vessel commences loading, or discharging, whichever first occurs.
- 286 7.3.3 Laytime or, if the Vessel is on demurrage, demurrage shall run until the cargo
 287 hoses have been finally disconnected upon completion of loading or discharging,
 288 and the Master shall procure that hose disconnection is effected promptly,
 289 provided always that if the Vessel is detained solely for the purposes of awaiting
 290 cargo documents at loadport for more than three (3) hours beyond the final

291 disconnection of cargo hoses, laytime or if the Vessel is on demurrage, demurrage
292 shall recommence after such period of three (3) hours and terminate upon the
293 completion of cargo documentation. If, after completion of loading or
294 discharging, the Vessel is required to proceed to an anchorage for Charterers'
295 purposes, then the time spent moving from the berth to the anchorage shall not
296 count as part of the period of three (3) hours referred to above or as laytime or, if
297 the Vessel is on demurrage, as demurrage.

298 7.4 Charterers shall pay demurrage at the rate stated in Section J of PART 1 per running day,
299 and pro rata for part of a running day, for all time that loading and discharging and any
300 other time counting as laytime exceeds laytime under this Clause 7. If, however,
301 demurrage is incurred by reason of the causes specified in Clause 17, the rate of
302 demurrage shall be reduced to one-half of the rate stated in Section J of PART 1 per
303 running day, or pro rata for part of a running day, for demurrage so incurred.

304 8. CARGO TRANSFERS

305 8.1 Charterers shall have the option of transferring the whole or part of the cargo (which
306 shall include topping-off and lightening) to or from any other vessel including, but not
307 limited to, an ocean-going vessel, barge and/or lighter (the "Transfer Vessel"). Such
308 transfers may take place at an In-port Transfer Position, an Additional Port Transfer
309 Position and/or a Transshipment Area, which terms shall have the following meanings
310 when used in this Charter:-

311 8.1.1 "In-port Transfer Position":-
312 A position within a nominated loading or discharge port within the Ranges stated
313 in Sections E and F of PART 1 where part of the cargo is transferred to or from a
314 Transfer Vessel, provided that cargo operations other than transfers to or from
315 Transfer Vessels also take place within this port.

316 8.1.2 "Additional Port Transfer Position":-
317 A position at a port in the Ranges stated in Sections E and F of PART 1, or en
318 route thereto, where part of the cargo is transferred to or from a Transfer Vessel,
319 provided that the only cargo operations taking place at this port are transfers to or
320 from Transfer Vessels, but the position is not the first or sole loading position or
321 last or sole discharge position under this Charter.

322 8.1.3 "Transshipment Area":-
323 A position at a port in the Ranges stated in Sections E and F of PART 1, where
324 the whole or part of the cargo is transferred to or from a Transfer Vessel,
325 provided that the only cargo operations taking place at this port are transfers to or
326 from Transfer Vessels, and the position is the first or sole loading position or last
327 or sole discharge position under this Charter.

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

337 8.2 **In-port Transfer Position.**
338 An In-port Transfer Position shall not constitute an additional loading or discharge port
339 for the purposes of calculating freight and the freight rate for the voyage shall be the
340 same as if no cargo transfer at such In-port Transfer Position had taken place. If the
341 Vessel moves from an In-port Transfer Position to berth, or vice versa, such movement
342 shall not be deemed to constitute shifting under Clause 5. Charterers shall reimburse

343 Owners for any additional port costs incurred by Owners in complying with Charterers'
344 instructions under this Clause 8.2.

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

353 **8.3 Additional Port Transfer Position.**

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

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

367 Any additional period by which the steaming time taken to reach the next loading or
368 discharge port via an Additional Port Transfer Position exceeds the time that should
369 have been taken had the Vessel proceeded to the next port directly shall count as laytime
370 or, if the Vessel is on demurrage, as demurrage. Such additional period shall be the time
371 required for the Vessel to steam the additional distance at the average speed actually
372 achieved by the Vessel during the voyage or the Charter Speed as stated in Section B.25
373 of PART 1, whichever is the higher.

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

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

379 8.4 **Transshipment Area.**
380 A Transshipment Area shall be deemed to be a port for the purposes of calculating
381 freight and the freight rate for the voyage shall be the rate as published in *Worldscale* for
382 the relevant Transshipment Area. If a rate is not already published for the relevant
383 Transshipment Area the rate shall be the rate determined by *Worldscale* on the
384 application of either party.

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

390 **9. DOCUMENTATION**

391 9.1 Owners undertake that for the duration of this Charter the Vessel shall have on board all
392 such valid documentation as may, from time to time, be required to enable the Vessel to
393 enter, carry out all required operations at, and leave, without let or hindrance, all ports to
394 which the Vessel may be directed under the terms of this Charter and Owners hereby
395 expressly undertake that-

396 9.1.1 they shall be responsible for any loss, damage, delay, cost or expense; and

397 9.1.2 time shall not count as laytime or, if the Vessel is on demurrage, as demurrage,
398 during any period in which the Vessel is not fully and freely available to
399 Charterers,

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

405 **10. DRUGS AND ALCOHOL POLICY**

406 10.1 Owners undertake that they have, and shall maintain for the duration of this Charter, a
407 policy on Drugs and Alcohol Abuse applicable to the Vessel (the "D & A Policy") that
408 meets or exceeds the standards in the OCIMF Guidelines for the Control of Drugs and
409 Alcohol Onboard Ship 1995 as amended from time to time.

410 10.2 Owners shall exercise due diligence to ensure that the D & A Policy is understood and
411 complied with on and about the Vessel. An actual impairment, or any test finding of
412 impairment, shall not in and of itself mean that Owners have failed to exercise due
413 diligence.

414 10.3 Owners undertake that to the best of their knowledge, information and belief, having
415 made due inquiry, neither the Master, nor any officer or crew member has any un-spent
416 convictions whatsoever concerning drug or alcohol abuse.

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

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

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

426 12.1 Owners undertake that the Vessel is equipped with a fully functional IGS which is in full
427 working order, and is or is capable of being fully operational on the date hereof and that
428 they shall so maintain the IGS for the duration of this Charter, and that the Master,
429 officers and crew are properly qualified (as evidenced by appropriate certification) and
430 experienced in, the operation of the IGS. Owners further undertake that the Vessel shall
431 arrive at the loading port with her cargo tanks fully inerted and that such tanks shall
432 remain so inerted throughout the voyage and the subsequent discharging of the cargo.
433 Any time lost owing to deficient or improper operation of the IGS shall not count as
434 laytime or, if the Vessel is on demurrage, as demurrage.

435 12.2 The Vessel's IGS shall fully comply with Regulation 62, Chapter II-2 of the SOLAS
436 Convention 1974 as modified by its Protocol of 1978 and any subsequent amendments
437 and Owners undertake that the IGS shall be operated by the Master, officers and crew in
438 accordance with the operational procedures as set out in the IMO publication entitled
439 "Inert Gas Systems" (IMO 860E) as amended from time to time.

440 12.3 If Charterers so require, Owners shall arrange for the Vessel's tanks to be de-pressurised
441 to facilitate gauging and sampling or to be de-inerted or gas freed to facilitate inspection,
442 in each case in accordance with the operational procedures referred to in Clause 12.2.
443 Any time taken to de-pressurise, gauge, sample and re-pressurise, or to de-inert or gas
444 free, inspect and re-inert thereafter shall count as laytime or, if the Vessel is on
445 demurrage, as demurrage.

446 **13. CLOSED CARGO OPERATIONS**

447 13.1 Owners undertake that the Vessel complies with, and shall be operated for the duration
448 of this Charter in accordance with, the recommendations regarding closed loading and
449 closed discharging operations as set out in the 1996 Edition of ISGOTT as amended
450 from time to time.

451 13.2 If the Vessel has closed sampling equipment, such equipment shall be used, when
452 appropriate, during this Charter.

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

454 14.1 The Vessel shall arrive at the loading port with clean ballast as defined in Regulation 1
455 (16) of Regulations for the Prevention of Pollution by Oil in Annex 1 of MARPOL
456 unless otherwise agreed. Owners shall instruct the Master to retain on board all oily
457 residues of a persistent nature remaining in the Vessel from the previous cargo. The
458 Master shall, during tank washing, collect the resultant slops into one cargo tank and after
459 maximum separation of the free water, discharge the water so separated overboard.
460 Upon completion of this operation the Master shall notify Charterers by telex of the
461 origin and estimated tonnage of the slops remaining in the said cargo tank, giving a
462 separate estimated quantity for both oil and water. The Master shall further advise
463 whether during deballasting operations it will be necessary to transfer any quantity of
464 ballast water into the cargo tank containing slops. The Master shall minimise the
465 quantity of water retained which in any event shall not exceed 0.15% of the Vessel's
466 current summer deadweight tonnage. In discharging all water separated as aforesaid the
467 Master shall comply with the requirements of the International Convention for the
468 Prevention of Pollution from Ships 1973, as amended by its Protocol of 1978 (MARPOL
469 73/78), insofar as these do not conflict with any applicable law.

470 14.2 Upon the Vessel's arrival at the loading port the Master, in conjunction with cargo
471 suppliers, shall arrange for the quantity of all segregated slops to be measured (inclusive
472 of any ballast water) and shall make a note in the Vessel's ullage record of the quantity so
473 measured. The Master shall provide Charterers with a slops certificate countersigned by
474 a Terminal representative.

475 14.3 Without prejudice to the provisions of Clause 3.2 Charterers shall be entitled to instruct
476 Owners to load the cargo on top of slops from previous voyages and to discharge such
477 slops together with the cargo loaded hereunder, in which case freight shall be paid under
478 Clause 31 at 50% of the Freight Rate stated in Section H of PART 1 on the net oil
479 quantity of slops, up to a tonnage equivalent to 1% of the Vessel's summer deadweight;
480 otherwise no freight shall be payable on slops. Notwithstanding the foregoing, if the
481 provision for freight for the voyage is on a lump sum basis then Charterers shall have no
482 liability to pay freight on slops. Irrespective of whether Charterers exercise their right to
483 determine the disposal of slops, nothing herein shall give, or be construed as giving,
484 Owners permission to contravene any applicable laws, conventions or regulations
485 regarding the discharge of slops or oily residues. If Charterers instruct Owners to
486 discharge slops ashore at a loading port where slop reception facilities are available, the
487 time used for discharging slops shall not count against laytime or, if the Vessel is on
488 demurrage, as demurrage and all expenses incurred shall be for Owners' account.

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

496 14.4 Charterers shall have no liability to pay deadfreight to Owners pursuant to this Clause 14
497 unless Charterers have initially instructed Owners to load the cargo on top of slops but
498 have subsequently instructed Owners to keep slops segregated.

499 **15. AGENCY**

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

502 **16. CANCELLATION**

503 16.1 Time shall be of the essence in relation to the arrival of the Vessel at the first loading
504 port under this Charter. Owners undertake to advise Charterers promptly if at any time
505 Owners or the Master have reason to believe that the Vessel may not arrive at the first
506 loading port by the Cancelling Date stated in Section G of PART 1 or by any new
507 cancelling date determined under this Clause 16.

508 16.2 If the Vessel is not ready to load by the Cancelling Date stated in Section G of PART 1
509 or by any new cancelling date determined under this Clause 16 Charterers shall have the
510 option of cancelling this Charter which option shall be exercisable within forty-eight (48)
511 hours after the Cancelling Date or any new cancelling date determined under this Clause
512 16.

513 16.3 If at any time it appears to Charterers that the Vessel's arrival at the first loading port will
514 be delayed beyond the Cancelling Date, or beyond any new cancelling date determined
515 under this Clause 16, Charterers may require Owners to notify Charterers in writing of
516 the date and time that they expect the Vessel to be ready to load. In such case, Owners
517 shall provide such information in writing within twelve (12) hours of Charterers' request.

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

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

- 525 16.4 If Owners fail, or fail timeously, to respond in writing to Charterers when required to do
 526 so under Clause 16.3, Charterers shall have the option of cancelling this Charter, which
 527 option shall be exercisable within ninety-six (96) hours (Sundays and holidays excepted)
 528 after the period allowed for Owners' response under Clause 16.3.
- 529 16.5 Whether or not Charterers exercise their option to cancel this Charter shall be entirely
 530 without prejudice to any claim for damages which Charterers may have in respect of the
 531 Vessel not being ready to load by the Cancelling Date stated in Section G of PART 1 or
 532 by any new cancelling date determined under this Clause 16.
- 533 16.6 Where the Vessel arrives after the Cancelling Date, or if the Vessel arrives by or after any
 534 new cancelling date determined under this Clause 16, laytime shall commence either
 535 when the Vessel commences loading or twenty-four (24) hours after tendering of a valid
 536 NOR that has become effective under Clause 6.3, whichever first occurs. However,
 537 where the arrival of the Vessel after the Cancelling Date, or after the new cancelling date
 538 as the case may be, results solely from Charterers' instructions under Clause 22.1, laytime
 539 shall commence in accordance with the provisions of Clauses 7.3.1 and 7.3.2.

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

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

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

550 18.1 Time shall not count against laytime or, if the Vessel is on demurrage, as demurrage
 551 when spent or lost:-

552 18.1.1 on an inward passage, including awaiting daylight, tide, opening of locks,
 553 pilot or tugs or moving from an anchorage, even if topping off and/or
 554 lightening has taken place at that anchorage, until the Vessel is securely
 555 moored and the Vessel's gangway, if it is to be used, is in place at the berth
 556 or other loading or discharge port as ordered by Charterers;

557 18.1.2 on an outbound passage to an In-port Transfer Position, which passage
 558 shall be deemed to commence upon the disconnection of cargo hoses and
 559 end upon the Vessel's arrival at such In-port Transfer position; or

560 18.1.3 as a result of a labour dispute, or strike, involving tugs or pilots.

561 18.2 Nor shall time count against laytime or, if the Vessel is on demurrage, as demurrage
 562 when spent or lost:-

563 18.2.1 as a result, whether directly or indirectly, of breakdown, defect, deficiency
 564 or inefficiency of, or other cause attributable to, the Vessel, Master,
 565 officers, crew, Owners or their servants or agents;

566 18.2.2 as a result of a labour dispute, or strike, involving the Master, officers or
 567 crew of the Vessel;

568 18.2.3 in, or in connection with, the handling of ballast unless this is carried out
 569 concurrently with loading or discharging of cargo such that no loss of time
 570 is involved;

571 18.2.4 in, or in connection with, the discharging of slops unless the discharging is
572 carried out concurrently with loading or discharging of cargo such that no
573 loss of time is involved; or

574 18.2.5 in cleaning tanks, pumps and pipelines under Clause 11.

575 18.3 Nothing contained in this Clause 18 shall be affected by the provisions of Clause 38.

576 **19 . PART A. LOADING AND DISCHARGE OF CARGO**

577 19.1 For the purposes of this Clause 19:-

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

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

585 "bulk discharge" shall mean the period of time taken by the Vessel to discharge the
586 full cargo or part cargo, as the case may, be, excluding any time
587 during which only tank stripping and/or crude oil washing
588 operations are being performed.

589 19.2 The cargo shall be pumped into the Vessel at the expense and risk of Charterers and
590 pumped out of the Vessel at the expense and risk of Owners, in each case only as far as
591 the Vessel's manifold.

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

598 19.3 Owners undertake that:-

599 19.3.1 the Vessel shall load cargo at the maximum safe rate and in any event shall
600 load a full cargo within a maximum period of twenty-four (24) hours, or
601 pro-rata in the case of a part cargo, provided always that the cargo is
602 capable of being supplied within such time; and

603 19.3.2 the Vessel shall discharge cargo at the maximum safe rate and in any event
604 shall, in the case of cargoes of one or more segregated grades/parcels
605 discharged concurrently or consecutively, discharge a full cargo within
606 twenty-four (24) hours, or pro rata in the case of a part cargo, or shall
607 maintain a minimum discharge pressure of seven (7) bar at the Vessel's
608 manifold throughout the bulk discharge provided always that the cargo is
609 capable of being received within such time or at such pressure. If
610 restrictions are imposed by the Terminal during discharge, or if physical
611 attributes of the Terminal restrict the discharge rate or pressure, Owners
612 shall only be relieved of the aforesaid obligation for the period and to the
613 extent such restrictions or attributes impede the discharge rate or pressure.
614 The Terminal shall have the right to gauge discharge pressure at the
615 Vessel's manifold.

- 616 19.4 Any additional time used as a result of the inability of the Vessel to discharge the full
617 cargo within twenty-four (24) hours, or pro rata in the case of a part cargo, or to maintain
618 a minimum discharge pressure of seven (7) bar at the Vessel's manifold throughout the
619 discharge or failure by the Vessel to meet any lesser performance required pursuant to a
620 restriction imposed by the Terminal, shall be for Owners' account and shall not count as
621 laytime or, if the Vessel is on demurrage, as demurrage.
- 622 19.5 In the case of multiple grades of cargoes where the total time taken to discharge the full
623 cargo is in excess of twenty-four (24) hours (or pro rata in the case of a part cargo) and
624 the Vessel fails to maintain a minimum discharge pressure of seven (7) bar throughout
625 the discharge, each grade carried will be assessed separately as follows:-
- 626 19.5.1 The twenty-four (24) hours' allowance (pro rated in the case of a part
627 cargo) plus the appropriate crude oil washing allowance, if any, calculated
628 in accordance with Clause 19.8, shall be apportioned to each grade, which
629 is discharged consecutively, in the ratio that the quantity of that grade
630 discharged bears to the total quantity of all grades of cargo discharged
631 consecutively. This ratio shall be calculated by dividing the quantity of
632 each grade that is discharged consecutively by the aggregate bill of lading
633 quantities for all grades discharged consecutively. For the purposes of this
634 apportionment, where two (2) or more grades are discharged concurrently,
635 the quantities so discharged shall be aggregated and treated as one grade.
- 636 19.5.2 The allowance apportioned to each grade pursuant to Clause 19.5.1 shall
637 then be offset against the total time actually taken to discharge that grade.
638 Any excess time will not count against used laytime or, if the Vessel is on
639 demurrage, as demurrage. However, if the Vessel maintains a minimum
640 discharge pressure of seven (7) bar throughout the bulk discharge of a
641 particular grade then the time taken to discharge that grade will count in
642 full against used laytime or, if the Vessel is on demurrage, as demurrage.
- 643 19.6 If the full cargo cannot be delivered to the Vessel at the rate requested by the Master or
644 within the time allowed in Clause 19.3.1 or if the Terminal is unable to receive the full
645 cargo within twenty-four (24) hours or at a discharge pressure of seven (7) bar measured
646 at the Vessel's manifold, the Master shall present a Note of Protest ("NOP") to a
647 Terminal representative detailing any Terminal restrictions and/or deficiencies as soon as
648 they are imposed and/or become apparent and shall use all reasonable endeavours to
649 have the NOP signed by the Terminal representative. If the Master is unable to obtain a
650 signature from the Terminal representative he shall present a further NOP recording the
651 failure of the Terminal representative to sign the original NOP. In the case of
652 restrictions imposed by the Terminal or arising from physical attributes of the Terminal,
653 the Master shall ensure that such restrictions are clearly recorded in the Vessel's Pumping
654 Log.
- 655 19.7 No claim by Owners in respect of additional time used in the cargo operations carried
656 out under this Clause 19 shall be considered by Charterers unless it is accompanied by
657 the following supporting documentation:-
- 658 19.7.1 the Vessel's Pumping Log signed by a senior officer of the Vessel and a
659 Terminal representative showing at hourly intervals the pressure
660 maintained at the Vessel's manifold throughout the cargo operations; and
- 661 19.7.2 copies of all NOPs issued, or received, by the Master in connection with
662 the cargo operations; and
- 663 19.7.3 copies of all other documentation maintained by those on board the Vessel
664 or by the Terminal in connection with the cargo operations.

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

666 19.8 Owners undertake that the Vessel is equipped with a fully functional Crude Oil Washing
 667 System and that the officers and crew are properly qualified (as evidenced by appropriate
 668 certification) and experienced in the operation of such system. Whilst Charterers may
 669 instruct Owners to carry out additional crude oil washing in all tanks that contained the
 670 cargo the Master shall, in any event, arrange for crude oil washing of the cargo tanks at
 671 the discharge port to the MARPOL minimum standard, as set out in the Vessel's Crude
 672 Oil Washing Operation and Equipment Manual.

673 When the Vessel carries out crude oil washing to the MARPOL minimum standard, in
 674 the absence of instructions from Charterers to carry out additional crude oil washing,
 675 there shall be no increase in the time allowed for discharge of the cargo. If Charterers
 676 instruct Owners to carry out additional crude oil washing then the period referred to in
 677 Clauses 19.3.2 or 19.5, as the case may be, shall be increased by twenty-five per cent
 678 (25%).

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

683 19.9 Owners shall, provided always that the Vessel maintains a minimum discharge pressure
 684 of seven (7) bar during bulk discharge or meets such lesser performance required
 685 pursuant to a restriction imposed by the Terminal or arising from physical attributes of
 686 the Terminal, be allowed a period of not more than two (2) hours per segregated
 687 grade/parcel for final draining and stripping purposes unless such final draining and
 688 stripping is carried out concurrently with discharge of another grade/parcel. Any time
 689 taken for final draining and stripping purposes in excess of such allowance shall not
 690 count as used laytime or, if the Vessel is on demurrage, as demurrage.

**PUMPING ASSESSMENT - EXAMPLE
 3 GRADES**

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

DISCHARGE TIME

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

Hrs Mins

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

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

Grade (3) 45,000 MT
 120,000 MT X 30 Hours 11 15 Time Allowed
 15 00 Time Taken
 (C) Excess 00 00 ≥ 7 BAR

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

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

720 **20. CLAIMS TIME BAR**

721 20.1 Charterers shall be discharged and released from all liability in respect of any claim for
722 demurrage, deviation or detention which Owners may have under this Charter unless a
723 claim in writing has been presented to Charterers, together with all supporting
724 documentation substantiating each and every constituent part of the claim, within ninety
725 (90) days of the completion of discharge of the cargo carried hereunder.

726 20.2 Any other claim against Charterers for any and all other amounts which are alleged to be
727 for Charterers' account under this Charter shall be extinguished, and Charterers shall be
728 discharged from all liability whatsoever in respect thereof, unless such claim is presented
729 to Charterers, together with full supporting documentation substantiating each and every
730 constituent part of the claim, within one hundred and eighty (180) days of the
731 completion of discharge of the cargo carried hereunder.

732 **21. SLACK TANKS/EVEN KEEL**

733 21.1 Notwithstanding the provisions of Clause 31, if Charterers are unable to supply the
734 quantity of cargo stated in Section C of PART 1 the Vessel shall not be required to
735 proceed to sea until such of her tanks are filled as will place her in a seaworthy condition,
736 and freight shall be paid as if the Vessel had loaded the quantity of cargo stated in
737 Section C of PART 1.

738 21.2 If for any reason the Vessel is unable to trim to even keel for arrival at a discharge port
739 Owners shall notify Charterers by telex stating the Vessel's expected arrival draught
740 forward and aft. Such notification shall be given as soon as practicable after Owners
741 have received Charterers' Voyage Orders and no later than the Vessel's departure from
742 the loading port.

743 22. REVISED CHARTERERS' VOYAGE ORDERS FOR LOADING OR DISCHARGE
744 PORTS

745 22.1 If at any time after the date of this Charter, Charterers, notwithstanding that they may
746 have nominated a loading or discharge port, wish to issue revised Charterers' Voyage
747 Orders and instruct Owners to stop and/or divert the Vessel to an alternative port within
748 any Ranges stated in Section E or F of PART 1, or cause her to await orders at one or
749 more locations, Owners shall issue such revised instructions to the Master as are
750 necessary to give effect to such revised Charterers' Voyage Orders and the Master shall
751 comply with such revised instructions as soon as the Vessel is free of any previous
752 charter commitments.

753 22.2 If-

754 22.2.1 solely by reason of Owners' compliance with such revised Charterers'
755 Voyage Orders, the Vessel suffers delay causing her to arrive at the
756 nominated port after the Cancelling Date stated in Section G of PART 1 or
757 any new cancelling date determined under Clause 16.1, then the Cancelling
758 Date or the new cancelling date, as the case may be, shall be extended by
759 the period of such delay.

760 22.2.2 the Vessel arrives at the nominated port after the Commencement Date
761 stated in Section G of PART 1, then any period during which the Vessel
762 has been awaiting orders prior to her arrival, less any time by which the
763 Vessel's arrival at the nominated port would, but for Charterers'
764 instructions to await orders, have preceded the Commencement Date, shall
765 count as laytime or, if the Vessel is on demurrage, as demurrage.

766 22.2.3 the Vessel is, after loading, instructed by Owners to stop and await orders
767 at Charterers' request then all time spent by the Vessel awaiting orders shall
768 count as laytime or, if the Vessel is on demurrage, as demurrage.

769 22.3 Any additional period by which the steaming time taken to reach the alternative port
770 exceeds the time that should have been taken had the Vessel proceeded to such port
771 directly shall count as laytime or, if the Vessel is on demurrage, as demurrage. Such
772 additional period shall be the time required for the Vessel to steam the additional
773 distance at the average speed actually achieved by the Vessel during the voyage or the
774 Charter Speed as stated in Section B.25 of PART 1, whichever is the higher. Charterers
775 shall pay Owners for additional bunkers consumed for steaming the additional distance
776 at the price paid by Owners, net of all discounts or rebates, for the last bunkers lifted.

777 23. VESSEL/CARGO INSPECTIONS/BUNKER SURVEYS

778 23.1 Charterers shall be entitled to cause their representative (which term includes any
779 independent surveyor appointed by Charterers) to carry out inspections of the Vessel
780 and/or observe cargo operations and/or ascertain the quantity and quality of the cargo,
781 water and residues on board, including the taking of cargo samples, inspection and
782 copying of the Vessel's logs, documents and records (which shall include the personal
783 notes of the crew, the rough log book and computer generated data) at any loading
784 and/or discharge port. Charterers' representative may also conduct any of the
785 aforementioned operations at or off any other port to which Charterers may require the
786 Master to divert the Vessel at any time after leaving any loading port. Charterers shall
787 obtain the consent of the owners of any cargo on board at the time before requiring the
788 Vessel to be diverted.

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

792 23.2 Charterers' exercise of, or failure to exercise, any of their rights under the foregoing
793 provisions shall be entirely without prejudice to the respective rights and obligations of
794 the parties.

795 23.3 Any delay arising solely as a result of any inspection, survey or sampling under Clause
796 23.1 shall count as laytime or, if the Vessel is on demurrage, as demurrage.

797 23.4 Any delay arising from instructions from Charterers to Owners to divert the Vessel shall
798 be calculated by reference to the additional period by which the steaming time taken to
799 reach the next loading or discharge port exceeds the time that would have been taken
800 had the Vessel proceeded to such port directly and Owners shall be compensated for
801 such delay and bunkers consumed for steaming during such additional period in
802 accordance with the provisions of Clause 22.3.

803 23.5 Charterers shall also reimburse Owners in respect of port expenses reasonably incurred
804 solely by reason of Charterers' instructions to divert the Vessel.

805 24. MAINTENANCE OF CARGO TEMPERATURE

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

815 25. CARGO HEATING

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

825 Single Hull:-
826 Bunkers consumed (MT) = Quantity of cargo (MT) subject to temperature increase
827
$$\times$$

828
$$\text{Increase in cargo temperature (}^\circ\text{C)} \times 0.0001$$

829 Double Hull:-
830 Bunkers consumed (MT) = Quantity of cargo (MT) subject to temperature increase
831
$$\times$$

832
$$\text{Increase in cargo temperature (}^\circ\text{C)} \times 0.00007$$

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

837 26. LIBERTY

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

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

843 **27. TRAFFIC SEPARATION AND ROUTEING**

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

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

850 28.1 If on passage to the loading or discharge port the Master finds that the port is
851 inaccessible owing to ice he shall immediately request Charterers by telex to revise
852 Charterers' Voyage Orders and pending a response from Charterers the Vessel shall
853 remain outside the area of ice-bound water. Any time lost awaiting such revised
854 Charterers' Voyage Orders shall count as laytime or, if the Vessel is on demurrage, as
855 demurrage.

856 28.2 Upon receipt of such request Charterers shall instruct Owners to order the Vessel to
857 proceed to an alternative ice-free and accessible port within the Ranges stated in Sections
858 E and F of PART 1 and where there are facilities for loading or discharging the cargo, as
859 the case may be. In this event freight shall be paid at the rate applicable under this
860 Charter to such alternative loading or discharge port. Any additional period by which the
861 steaming time taken to reach the alternative port exceeds the time that should have been
862 taken had the Vessel proceeded to such port directly shall count as laytime or, if the
863 Vessel is on demurrage, as demurrage. Such additional period shall be the time required
864 for the Vessel to steam the additional distance at the average speed actually achieved by
865 the Vessel during the voyage or the Charter Speed as stated in Section B.25 of PART 1,
866 whichever is the higher. Charterers shall pay Owners for additional bunkers consumed
867 for steaming the additional distance at the price paid by Owners, net of all discounts or
868 rebates, for the last bunkers lifted.

869 28.3 If, on or after the Vessel's arrival at the loading or discharge port, there is a danger of her
870 being frozen in, the Vessel shall proceed to the nearest safe and ice-free position and at
871 the same time the Master shall request Charterers by telex to revise Charterers' Voyage
872 Orders. Upon receipt of such request Charterers shall instruct Owners to order the
873 Vessel either to proceed to an alternative ice-free and accessible port, within the Ranges
874 stated in Sections E and F of PART 1, where there is no danger of the Vessel being
875 frozen in and where there are facilities for loading or discharging cargo, or to return to
876 and load or discharge at the port originally nominated, or to remain at the safe and ice-
877 free position to await orders. If the Vessel is ordered to such an alternative port the
878 sums to be paid by Charterers to Owners in respect of freight, additional steaming time
879 and additional bunkers shall be calculated and compensated in accordance with the
880 provisions of Clause 28.2, but if Charterers instruct Owners to load or discharge the
881 Vessel at the port originally nominated, then, subject to Clauses 7, 8, 17, 18 and 19 the
882 whole of the time from the receipt of NOR to load or discharge on the Vessel's first
883 arrival at the port originally nominated until the cargo hoses have been disconnected
884 after the completion of loading or discharging shall count as laytime or, if the Vessel is
885 on demurrage, as demurrage. Any delay caused by ice at the port originally nominated
886 after the final disconnection of the cargo hoses shall count as laytime or, if the Vessel is
887 on demurrage, as demurrage.

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

891 **29. QUARANTINE**

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

897 **30. BILLS OF LADING AND INDEMNITIES**

898 30.1 Bills of Lading shall be signed as Charterers direct, without prejudice to this Charter.
899 Charterers hereby indemnify Owners:-

900 30.1.1 against all liabilities that may arise from the signing of Bills of Lading in
901 accordance with the directions of Charterers to the extent that the terms of
902 such Bills of Lading impose more onerous liabilities than those assumed by
903 Owners under the terms of this Charter; and

904 30.1.2 against claims brought by holders of Bills of Lading against Owners by
905 reason of any deviation required by Charterers under Clauses 22, 23 or 28.

906 30.2 All Bills of Lading issued under this Charter shall be deemed to contain War Risks, Both-
907 to-Blame Collision and New Jason clauses.

908 30.3 If a Bill of Lading is not available at any discharge port to which the Vessel may be
909 ordered by Charterers under this Charter or if Charterers require Owners to deliver cargo
910 to a party and/or at a port other than as set out in the Bills of Lading, then Owners shall
911 nevertheless discharge such cargo in compliance with Charterers' instructions, upon
912 presentation by the consignee nominated by Charterers ("the Receiver") of reasonable
913 identification to the Master and in consideration of Charterers undertaking:-

914 30.3.1 to indemnify Owners (which term shall, for the purpose of this Clause,
915 include Owners' servants and agents) and to hold Owners harmless in
916 respect of any liability, loss, damage, cost or expense of whatsoever nature
917 which Owners may sustain by reason of delivering the cargo to the
918 Receiver in accordance with Charterers' instructions;

919 30.3.2 to provide Owners on demand, in the event of any proceedings being
920 commenced against Owners in connection with the delivery of the cargo as
921 aforesaid, from time to time, with sufficient funds to defend the same;

922 30.3.3 to provide Owners on demand with such bail or other security as may be
923 required if, in connection with the delivery of the cargo as aforesaid, the
924 Vessel, or any other vessel or property belonging to Owners, should be
925 arrested or detained or, if the arrest or detention thereof should be
926 threatened, in order to prevent such arrest or detention, or to secure the
927 release of such Vessel or property and to indemnify Owners in respect of
928 any loss, damage, cost or expense caused by such arrest or detention
929 whether or not the same be justified; and

930 30.3.4 to produce and deliver to Owners all original Bills of Lading in respect of
931 the cargo loaded by the Vessel as soon as same shall have arrived and/or
932 come into the possession of Charterers whereupon Charterers' liability
933 hereunder shall cease.

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

935

936 31. FREIGHT RATE

937 31.1 The Freight Rate shall be that stated in Section H of PART 1. If the cargo quantity
938 stated in Section C of PART 1 is a minimum quantity, then the freight payable for any
939 cargo loaded in excess of the said minimum quantity shall, notwithstanding this Clause
940 31, be at the Overage rate stated in Section H of PART 1, unless a lump sum freight has
941 been agreed in which case no Overage shall be payable. Where the Freight Rate stated in
942 Section H of PART 1 is expressed as a percentage of Worldscale the Worldscale rate
943 shall be the rate in force at the date of this Charter.

944 31.2 If Charterers instruct Owners to order the Vessel to increase speed under Clause 3 the
945 Freight Rate shall be increased as provided in Section H of PART 1 for each knot of
946 increased speed above the Charter Speed and pro rata for fractions of a knot up to the
947 Maximum Speed. Such increase shall be calculated in accordance with the following
948 example:

949 Example: The Vessel proceeds at Charter Speed of 10 knots, the rate for which is
950 Worldscale 40. After 10 days the Master is instructed to complete the voyage at
951 12 knots. The remainder of the voyage takes 20 days. The increased speed option
952 provides for a premium of 0.5 of a Worldscale point per knot of increased speed
953 over Charter Speed.

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

955 Voyage freight rate = $(W40 \times 10 \text{ days}) + W41^* \times 20 \text{ days}$
956 $30 \text{ (total voyage days)}$
957 $= W40.67$

958 (*1 point premium for 12 knots Maximum Speed)

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

965 31.3 If a lump sum freight is agreed for the voyage this shall be in respect of the overall
966 voyage of the Vessel from the first loading port to the final discharge port.

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

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

985 31.4 Freight shall be payable immediately after completion of discharge, on the gross quantity
986 of cargo loaded by the Vessel as evidenced by the Bills of Lading furnished by the
987 shippers, less any sum derived from the operation of Clauses 2, 32 and 33 and less any
988 disbursements or advances made to the Master or Agents at loading and/or discharge
989 ports, any sums payable by Owners under Clause 34, and any additional cargo insurance
990 premium for Owners' account under Clause 35, provided that no freight shall be payable
991 on any quantity that submerges, at any stage of the voyage, the marks appropriate under
992 the International Load Line Convention, 1966, or any modification or amendment
993 thereof, to the voyage to be performed under this Charter.

994 31.5 All payments due to Owners under this Charter shall be remitted by Charterers to the
995 account stated in Section K of PART 1.

996 **32. ADDRESS COMMISSION**

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

999 **33. CARGO RETENTION**

1000 33.1 If any quantity of cargo remaining on board the Vessel ("ROB") upon completion of
1001 discharge is judged by an independent surveyor appointed by Charterers to be liquid, or if
1002 Charterers can show that the ROB would have been liquid if Owners and/or the Master,
1003 officers and crew had followed Charterers' instructions for the management of the cargo,
1004 then Charterers shall be entitled to deduct from freight the value of such quantity of
1005 cargo calculated on the basis of the free on board ("FOB") value at the loading port plus
1006 freight thereon calculated in accordance with Clause 31 hereof.

1007 33.2 For the purpose of this Clause 33, any quantity of ROB shall be regarded as liquid if
1008 sampling and testing, which testing shall be performed as soon as practicable after
1009 sampling, shows the ROB to have had a dynamic viscosity of less than 600 centipoise at
1010 its temperature when sampled from the Vessel's tank or, if Charterers' heating
1011 instructions have not been complied with, at the temperature that would have been
1012 applicable in the Vessel's tank if such instructions had been complied with.

1013 Any quantity of ROB which is of insufficient depth to be sampled shall also be regarded
1014 as liquid if the independent surveyor judges it to be liquid after using other means of
1015 testing including, without limitation, a representative number of dips across each tank.

1016 33.3 The independent surveyor's findings shall be final and binding upon Owners and
1017 Charterers save for instances of arithmetical error in calculation.

1018 33.4 Charterers hereby agree to indemnify Owners against any liability to a Bill of Lading
1019 holder resulting from non-delivery of any such cargo in respect of which a deduction
1020 from freight is made under this Clause 33 provided always that Charterers shall under no
1021 circumstances be liable to indemnify Owners in an amount greater than the amount of
1022 freight so deducted.

1023 33.5 For the purpose of this Clause 33, slops shall not be included in the measured and
1024 reported liquid volume of oil on board the Vessel prior to loading.

1025 33.6 For the avoidance of doubt this Clause 33 refers solely to liquid cargo ROB from the
1026 cargo loaded hereunder and any measured volume of liquid oil on board the Vessel prior
1027 to loading shall be deducted from any calculation made under this Clause 33.

1028 **34. DUES AND OTHER CHARGES**

1029 34.1 If, under Sections 4 and 5 of Part B of the Preamble of *Worldscale*, a due or charge is
1030 expressly stated to be for the account of Owners or Charterers then such due or charge
1031 shall be payable accordingly. Dues and other charges payable by Charterers under

1032 Section 5 of Part B of the Preamble of Worldscale shall in the first instance be paid by
1033 Owners and Charterers shall reimburse Owners upon presentation of all supporting
1034 invoices by Owners.

1035 34.2 If freight for a voyage is not based on Worldscale but is calculated on some other basis
1036 such as, without limitation, an agreed lump sum amount or a per tonne amount,
1037 Charterers shall not be liable for any costs covered by Worldscale, under a fixed or
1038 variable freight differential (Section D of Worldscale), such costs being deemed to be
1039 included in the agreed freight. However Sections 4 and 5 of Part B of the Preamble of
1040 Worldscale shall still apply.

1041 34.3 If a charge is imposed upon Charterers by the owner of a berth by reason of prolonged
1042 occupation of the berth by the Vessel for reasons beyond the control of Charterers, their
1043 servants or agents then such charge shall be paid by Owners.

1044 **35. CARGO INSURANCE**

1045 Any additional premiums which may be charged by cargo underwriters on any cargo insurance
1046 in respect of the cargo carried hereunder by reason of the Vessel's age and/or condition shall be
1047 for Owners' account, and Charterers shall be entitled to deduct the cost of any such additional
1048 premium from freight payable under Clause 31.

1049 **36. CODING OF CARGO DOCUMENTATION - US CUSTOMS REGULATIONS**

1050 36.1 If Charterers require the Vessel to discharge at a port within the jurisdiction of the US
1051 Customs Service, the Master shall insert Owners' Unique Identifier on each Bill of
1052 Lading accompanying a shipment of imported cargo in accordance with US Customs
1053 Regulations (19 CFR Parts 4 and 178). Owners shall provide Charterers and Agents on
1054 request with details of their Unique Identifier in respect of any cargo carried hereunder.

1055 36.2 If the Master fails to insert Owners' Unique Identifier under this Clause 36 Owners shall
1056 be liable for any delays resulting therefrom and any time lost thereby shall not count as
1057 laytime or, if the Vessel is on demurrage, as demurrage.

1058 37. UNITED STATES COAST GUARD ("USCG") CERTIFICATE OF FINANCIAL
1059 RESPONSIBILITY/UNITED STATES COAST GUARD REGULATIONS

1060 37.1 Owners undertake that the Vessel shall carry on board a valid USCG Certificate of
1061 Financial Responsibility ("COFR") as required under the US Federal Oil Pollution Act
1062 1990 and that for the duration of this Charter the said COFR shall be maintained in all
1063 respects valid for trading to ports in the USA. Owners further undertake that the Vessel
1064 shall carry on board copies of the Vessel's Federal Oil Spill Response Plan and any US
1065 State specific Response Plan (individually and collectively "Response Plan") that have
1066 been approved by the USCG or by the appropriate State Authority respectively and that
1067 the Master shall operate the Vessel fully in accordance with the said Response Plan.

1068 37.2 Owners undertake that the Vessel shall for the duration of this Charter either comply
1069 with all applicable USCG Regulations or carry on board appropriate waivers from the
1070 USCG if in any respect whatsoever the Vessel does not so comply.

1071 38. EXCEPTIONS

1072 38.1 The provisions of Articles III (other than Rule 8), IV, IV bis and VIII of the Schedule to
1073 the Carriage of Goods by Sea Act, 1971 of the United Kingdom shall apply to this
1074 Charter and shall be deemed to be inserted *in extenso* herein. This Charter shall be
1075 deemed to be a contract for the carriage of goods by sea to which the said Articles apply,
1076 and Owners shall be entitled to the protection of the said Articles in respect of any claim
1077 made hereunder.

1078 38.2 Charterers shall not, unless expressly provided otherwise in this Charter, be responsible
1079 for any loss, damage, cost, expense, delay or failure in performance hereunder arising or
1080 resulting from Act of God, act of war, hostilities, seizure under legal process, quarantine
1081 restrictions, labour disputes or strikes threatened or actual, riots, civil commotions, arrest
1082 or restraint of princes, rulers or people.

1083 39. WAR RISKS

1084 39.1 For the purpose of this Clause 39 the words:-

1085 "Owners" shall include the shipowners, bareboat charterers, disponent owners,
1086 managers or other operators who are charged with the management
1087 and/or operation of the Vessel, and the Master; and

1088 "War Risks" shall include any war (whether actual or threatened), act of war, civil war,
1089 hostilities, revolutions, rebellion, civil commotion, warlike operations, the
1090 laying of mines (whether actual or reported), acts of piracy, acts of
1091 terrorists, acts of hostility or malicious damage, blockades (whether
1092 imposed against all vessels or imposed selectively against vessels of certain
1093 flags or ownership, or against certain cargoes or crews or otherwise
1094 howsoever), by any person, body, terrorist or political group, of the
1095 Government of any state whatsoever, which, in the reasonable judgment
1096 of the Master and/or Owners, may be dangerous or are likely to be or to
1097 become dangerous to the Vessel, her cargo, crew or other persons on
1098 board the Vessel.

1099 39.2 If at any time before the Vessel commences loading, it appears, in the reasonable
1100 judgement of the Master and/or Owners, that performance of the contract of carriage, or
1101 any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other
1102 persons on board the Vessel to War Risks, Owners may give notice to Charterers
1103 cancelling this Charter, or may refuse to perform such part of it as may expose, or may
1104 be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to
1105 War Risks provided always that if either Section E or F of PART 1 provides for a loading
1106 or discharging Range, as the case may be, and the Vessel, her crew, other persons on

1107 board, or cargo may be exposed, or may be likely to be exposed, to War Risks, at the port
1108 originally nominated by Charterers, then Owners shall first require Charterers to
1109 nominate a safe port which lies within the relevant Range, and may only cancel this
1110 Charter if Charterers shall not have nominated such safe port within forty-eight (48)
1111 hours of receipt of such request.

1112 39.3 Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of
1113 Lading for any port, or to proceed or continue on any voyage, or on any part thereof, or
1114 to proceed through any canal or waterway, or to proceed to or remain at any port
1115 whatsoever, where it appears, either after the loading of the cargo commences, or at any
1116 stage of the voyage thereafter before the discharge of the cargo is completed, that, in the
1117 reasonable judgement of the Master and/or Owners, the Vessel, her cargo (or any part
1118 thereof), crew or other persons on board the Vessel (or any one or more of them) may
1119 be, or are likely to be, exposed to War Risks. If it should so appear, Owners may, by
1120 telex, request Charterers to nominate a safe port for the discharge of the cargo or any
1121 part thereof, and if within forty-eight (48) hours of the receipt of such telex, Charterers
1122 shall not have nominated such a port, Owners may discharge the cargo at any safe port
1123 of their choice (including the loading port) in complete fulfilment of their obligations
1124 under this Charter. Owners shall be entitled to recover from Charterers the extra
1125 expenses of such discharge and, if the discharge takes place at any port other than the
1126 loading port, to receive the full freight as though the cargo had been carried to the
1127 discharge port originally nominated. Any additional period by which the steaming time
1128 taken to reach the port at which the cargo is discharged exceeds the time which would
1129 have been taken had the Vessel proceeded to the original discharge port directly, and
1130 bunkers consumed for steaming during such additional period, shall be calculated and
1131 compensated in accordance with the provisions of Clause 22.3.

1132 39.4 If at any stage of the voyage after the loading of the cargo commences, it appears, in the
1133 reasonable judgement of the Master and/or Owners, that the Vessel, her cargo, crew or
1134 other persons on board the Vessel may be, or are likely to be, exposed to War Risks on
1135 any part of the route (including any canal or waterway) which is normally and customarily
1136 used in a voyage of the nature contracted for, and there is another longer route to the
1137 discharge port, Owners may give notice to Charterers that this route should be taken. In
1138 such case this Charter shall be read in respect of freight and all other conditions
1139 whatsoever as if the voyage performed were that originally designated.

1140 However if the Vessel discharges the cargo at a port outside the Ranges stated in Section
1141 F of PART 1, freight shall be paid as for the voyage originally designated and any
1142 additional period by which the steaming time taken to reach the discharge port exceeds
1143 the time which would have been taken to reach the originally designated discharge port
1144 directly, and bunkers consumed for steaming during such additional period, shall be
1145 calculated and compensated in accordance with the provisions of Clause 22.3. Any
1146 additional port, canal or waterway expenses incurred by Owners as a result of the Vessel
1147 discharging outside the Ranges stated in Section F of PART 1 as aforesaid shall be for
1148 Charterers' account and Charterers shall reimburse to Owners any amounts due under
1149 this Clause 39.4 upon receipt of Owners' invoice together with full supporting
1150 documentation.

1151 39.5 The Vessel shall have liberty:-

1152 39.5.1 to comply with all orders, directions, recommendations or advice as to
1153 departure, arrival, routes, sailing in convoy, ports of call, stoppages,
1154 destinations, discharging of cargo, delivery or in any way whatsoever which
1155 are given by the government of the state under whose flag the Vessel sails,
1156 or other government to whose laws Owners are subject, or any other
1157 government which so requires, or any body or group acting with the power
1158 to compel compliance with their orders or directions;

- 1159 39.5.2 to comply with the orders, direction or recommendations of any war risks
 1160 underwriters who have the authority to give the same under the terms of
 1161 the war risks insurance applicable to the Vessel;
- 1162 39.5.3 to comply with the terms of any resolution of the Security Council of the
 1163 United Nations, any directives of the European Community, the effective
 1164 orders of any other supranational body which has the right to issue and
 1165 give the same, and with national laws aimed at enforcing the same to which
 1166 Owners are subject, and to obey the orders and directions of those who are
 1167 charged with their enforcement;
- 1168 39.5.4 to discharge at any other port any cargo or part thereof which may render
 1169 the Vessel liable to confiscation as a contraband carrier;
- 1170 39.5.5 to call at any other port to change the crew or any part thereof or other
 1171 persons on board the Vessel if there is good reason to believe that they
 1172 may be subject to internment, imprisonment or other sanctions; and
- 1173 39.5.6 if cargo has not been loaded or has been discharged by Owners under this
 1174 Clause 39, to load other cargo for Owners' own benefit and carry it to any
 1175 other port or ports whatsoever, whether backwards or forwards or in a
 1176 contrary direction to the ordinary or customary route.
- 1177 39.6 If in compliance with Clauses 39.2 to 39.5 anything is done or not done, such shall not
 1178 be deemed to be a deviation, but shall be considered as due fulfilment by the party
 1179 concerned of its obligations under this Charter.

1180 **40. BOTH-TO-BLAME COLLISION**

- 1181 40.1 If the liability for any collision in which the Vessel is involved while performing this
 1182 Charter falls to be determined in accordance with the laws of the USA, or the laws of any
 1183 State which applies laws similar to those applied in the USA in the circumstances
 1184 envisaged by this Clause 40, the following provision shall apply:-

1185 "If the Vessel comes into collision with another vessel as a result of the negligence of the
 1186 other vessel and any act, neglect or default of the Master, mariner, pilot or the servants of
 1187 the carrier in the navigation or in the management of the Vessel, the owners of the goods
 1188 carried hereunder will indemnify the carrier against all loss or liability to the other or
 1189 non-carrying vessel or her owners in so far as such loss or liability represents loss of, or
 1190 damage to, or any claim whatsoever of the owners of, said goods, paid or payable by the
 1191 other or non-carrying vessel or her owners to the owners of said goods and set off,
 1192 recouped or recovered by the other or non-carrying vessel or her owners as part of their
 1193 claim against the carrying vessel or carrier.

1194 The foregoing provisions shall also apply where the owner, operators or those in charge
 1195 of any vessel or vessels or objects other than, or in addition to, the colliding vessels or
 1196 objects are at fault in respect of collision or contact."

- 1197 40.2 Whilst Charterers shall procure that all Bills of Lading issued under this Charter shall
 1198 contain a provision in the foregoing terms, to be applicable where the liability for any
 1199 collision in which the Vessel is involved falls to be determined under the preamble of this
 1200 Clause 40, Charterers neither warrant nor undertake that such provision shall be
 1201 effective. In the event that such provision proves ineffective Charterers shall,
 1202 notwithstanding anything to the contrary herein provided, not be obliged to indemnify
 1203 Owners.

1204 **41. GENERAL AVERAGE**

- 1205 General Average shall be adjusted and settled in London in accordance with the York-Antwerp
 1206 Rules, 1994 or any modification or re-enactment thereof for the time being in force.

1207

1208 **42. NEW JASON**

1209 If, notwithstanding Clause 41, General Average is adjusted in accordance with the law and
1210 practice of the USA, the following provision shall apply:-

1211 "In the event of accident, danger, damage or disaster before or after the commencement of the
1212 voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or
1213 for the consequence of which, the carrier is not responsible, by statute, contract or otherwise,
1214 the cargo shippers, consignees or owners of the cargo shall contribute with the carrier in general
1215 average to the payment of any sacrifices, losses or expenses of a general average nature that may
1216 be made or incurred and shall pay salvage and special charges incurred in respect of the cargo.

1217 If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the
1218 said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may
1219 deem sufficient to cover the estimated contribution of the cargo and any salvage and special
1220 charges thereon shall, if required, be made by the cargo shippers, consignees or owners of the
1221 cargo to the carrier before delivery".

1222 **43. CLAUSE PARAMOUNT**

1223 All Bills of Lading issued under this Charter shall be deemed to contain the following Clause
1224 Paramount:-

1225 "CLAUSE PARAMOUNT

1226 (1) This Bill of Lading shall have effect subject to any national law making the International
1227 Convention for the unification of certain rules of law relating to bills of lading signed at
1228 Brussels on 25th August 1924 (The Hague Rules) or the Hague Rules as amended by the
1229 Protocol signed at Brussels on 23rd February 1968 (The Hague/Visby Rules)
1230 compulsorily applicable to this Bill of Lading. If any term of this Bill of Lading be
1231 repugnant to that legislation to any extent, such term shall be void to that extent but no
1232 further. Neither the Hague Rules nor the Hague/Visby Rules shall apply to this Bill of
1233 Lading where the goods carried hereunder consist of live animals or cargo which by this
1234 Bill of Lading is stated as being carried on deck and is so carried.

1235 (2) Save where the Hague or Hague/Visby Rules apply by reason of (1) above, this Bill of
1236 Lading shall take effect subject to any national law in force at the port of shipment or
1237 place of issue of the Bill of Lading making the United Nations Convention on the
1238 Carriage of Goods by Sea 1978 (the Hamburg Rules) compulsorily applicable to this Bill
1239 of Lading in which case this Bill of Lading shall have effect subject to the Hamburg
1240 Rules which shall nullify any stipulation derogating therefrom to the detriment of the
1241 shipper or consignee.

1242 (3) Where the Hague, Hague/Visby or Hamburg Rules are not compulsorily applicable to
1243 this Bill of Lading, the carrier shall be entitled to the benefits of all privileges, rights and
1244 immunities contained in Articles I to VIII of the Hague/Visby Rules.

1245 (4) Nothing in this Bill of Lading shall be construed as in any way restricting, excluding or
1246 waiving the right of any relevant party or person to limit his liability under any available
1247 legislation and/or law".

1248 **44. OIL POLLUTION INSURANCE**

1249 44.1 Owners warrant that they have, and shall maintain in force throughout the period of this
1250 Charter, the following oil pollution insurances:-

1251 44.1.1 the standard oil pollution insurance cover (currently US\$500 million)
1252 available, from time to time, from their Protection and Indemnity Club;
1253 and

1254 44.1.2 any additional oil pollution insurance cover (currently US\$200 million)
1255 which is, or becomes, available from market, or other sources provided
1256 always that the security of the provider of the cover is acceptable to
1257 Charterers.

1258 **45. OIL POLLUTION PREVENTION**

1259 45.1 Owners undertake that the Vessel:-

1260 45.1.1 is a tanker owned by a member of the International Tanker Owners
1261 Pollution Federation Limited and will so remain throughout the period of
1262 this Charter.

1263 45.1.2 is entered in the P & I Club stated in Section 9.1 of the BP Shipping
1264 Questionnaire last completed by or on behalf of Owners and will so remain
1265 unless Owners have given Charterers prior written notice of their intention
1266 to change. Owners warrant however, that the Vessel will only be entered
1267 in a P & I Club within the International Group of P & I Clubs.

1268 45.2 When an escape or discharge of Oil occurs from the Vessel and causes or threatens to
1269 cause Pollution Damage, or when there is the Threat of an escape or discharge of Oil (i.e.
1270 a grave and imminent danger of the escape or discharge of Oil which, if it occurred,
1271 would create a serious danger of Pollution Damage, whether or not an escape or
1272 discharge in fact subsequently occurs), then upon notice to Owners or Master, Charterers
1273 shall have the right (but shall not be obliged) to place onboard the Vessel and/or have in
1274 attendance at the incident one or more Charterers' representatives to observe the
1275 measures being taken by Owners and/or national or local authorities or their respective
1276 servants, agents or contractors to prevent or minimise Pollution Damage and, in
1277 Charterers' absolute discretion, to provide advice, equipment or manpower or undertake
1278 such other measures, at Charterers' risk and expense, as are permitted under applicable
1279 law and as Charterers believe are reasonably necessary to prevent or minimise such
1280 Pollution Damage or to remove the Threat of an escape or discharge of Oil.

1281 45.3 The provisions of this Clause 45 shall be without prejudice to any other rights and/or
1282 duties of Charterers or Owners whether arising under this Charter or under applicable
1283 law or under any International Convention.

1284 45.4 In this Clause the terms "Oil", "Threat" and "Pollution Damage" shall have the same
1285 meaning as that defined in the Civil Liability Convention 1969 or any Protocol thereto.

1286 **46. LIEN**

1287 Owners shall have a lien upon the cargo for all freight, deadfreight, demurrage and the cost of
1288 recovery thereof.

1289 **47. SUB-LETTING**

1290 Charterers may sub-let the Vessel without prejudice to the respective rights and obligations of
1291 either party under this Charter.
1292

1293 **48. ADMINISTRATION**

1294 48.1 Unless otherwise specifically requested by either Owners or Charterers, no formal
1295 charterparty shall be prepared and signed. The terms and conditions of this Charter shall
1296 be evidenced by a recap fixture telex ("Recap Fixture Telex") issued by Charterers' broker
1297 to Owners and Charterers and shall be confirmed as correct by return telexes from both
1298 parties to the said broker who shall acknowledge receipt of such confirmation telexes to
1299 both parties within forty-eight (48) hours after the lifting of subjects and a charterparty in
1300 the format of this Charter, as modified by the Recap Fixture Telex and bearing the same

1301 date as the Recap Fixture Telex, shall be deemed to have been signed by Owners and
1302 Charterers.

1303 48.2 If either party requires a formal charterparty to be prepared and signed then Owners shall
1304 procure that Owners' broker shall prepare a charterparty in the format of this Charter, as
1305 modified by the Recap Fixture Telex, and bearing the same date as the Recap Fixture
1306 Telex and shall arrange for signature thereof by both Owners and Charterers.

1307 **49. LAW**

1308 The construction, validity and performance of this Charter shall be governed by English Law.
1309 The High Court in London shall have exclusive jurisdiction over any dispute which may arise
1310 out of this Charter.

1311 ***In Witness Whereof*** the parties have caused this Charter to be executed as of the date first
1312 above written

1313
1314 for and on behalf of

1315
1316 OWNERS

1317
1318 for and on behalf of

1319
1320 CHARTERERS



APPENDIX 1

THE BP SHIPPING QUESTIONNAIRE