

TANKER TIME CHARTER PARTY

Vessel Name: M.T. *(Insert vessel name)*

Place: *(Insert location of execution)*

Date: *(Insert date of agreement)*

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IT IS THIS DAY MUTUALLY AGREED between *(Insert full-style name of the owner, or chartered owner)*, as owner ("**Owner**") of the M.T. *(Insert the name of the vessel using all italics)*, as more fully described and warranted herein ("**Vessel**"), and *(Insert the full-style name of the charterer)*, as charterer ("**Charterer**"), that Owner lets and Charterer hires the use and services of the Vessel for the carriage of *(Insert cargo description)*, in bulk, and such other lawful merchandise as may be suitable for a vessel of her description, for the term and on the terms and conditions hereinafter set forth in this time charter party ("**Charter**").

1 **1 Term**

2 **a Firm Period**

3 The term of the Charter shall be for a period of about *(Insert the term of firm*
4 *period)* ("**Firm Period**") plus any extensions thereof as provided in Clause 1b
5 and Clause 1c. The Firm Period shall commence at the time when the Vessel is
6 placed at Charterer's disposal as provided in Clause 5. The word "about," as
7 used in Clause 1a, shall mean up to forty-five (45) days more or less, at
8 Charterer's option, and shall apply to the term of the Charter consisting of the
9 Firm Period plus any optional periods or extensions as provided in Clause 1b
10 and/or Clause 1c. The term of the Charter, as stipulated in Clause 1a, shall
11 hereinafter be referred to as ("**Charter Term**").

12 **b Optional Period(s)**

13 Charterer shall have the option of extending the term of the Charter for additional
14 period(s) ("**Optional Period(s)**") by written notice to Owner as follows:

15 *(Insert the description of the optional period(s), if any. For example:*

16 *"One (1) year, to be declared not less than six (6) months prior to the expiration of*
17 *the Firm Period."*

18 *If there are no optional periods, state, "There are no optional periods under the*
19 *Charter."*)

20 **c Off-Hire Extensions**

21 The term of the Charter may also be extended by Charterer for periods of all, or
22 any part, of the time the Vessel is off-hire during the Firm Period and/or Optional
23 Period(s) ("**Off-Hire Extension(s)**") by giving written notice to Owner at least
24 thirty (30) days before the expiration of the Firm Period or the Optional Period, as
25 the case may be. If Charterer so elects, and gives a further written notice to
26 Owner at least fifteen (15) days before the expiration of any such Off-Hire
27 Extension, all or any part of the time the Vessel is off-hire following the previous
28 notice shall be added to the term of the Charter. The term "off-hire", as used in
29 Clause 1c and elsewhere in the Charter, shall include any period(s) as specified
30 in Clause 11, as well as any other period(s) for which cesser or suspension of
31 hire is otherwise provided for in the Charter, or which are stipulated in the Charter
32 to be for Vessel's or Owner's time and/or account.

33 **2 Vessel Particulars**

34 **a Vessel Description**

35 Owner warrants that, as of the date and time of Vessel delivery hereunder and
36 during the Charter Term, the Vessel and its equipment will have the particulars,

37 capabilities, and capacities as shown in Appendix A hereto ("**Appendix A**"),
38 Appendix A being deemed incorporated and made an integral part of the Charter.
39 Should there be any conflict between the particulars, capabilities, and capacities
40 shown in Appendix A and any other provision within a Clause of the Charter, the
41 particulars, capabilities, and capacities as specified in the Clause of the Charter
42 shall prevail to the extent of the conflict.

43 **b Vessel Drawings**

44 Owner shall provide Charterer with two copies of the following plans for the
45 Vessel prior to delivery, or as soon thereafter as practicable:

- 46 1) General Arrangement Plan
- 47 2) Capacity Plan
- 48 3) Midships Plan
- 49 4) Piping Arrangement in Pumphoom, including profile and plan views
- 50 5) Manufacturer's Cargo Pump Performance Curves
- 51 6) Results of Sea Trials (if the Vessel is a Newbuilding)
- 52 7) Cargo System Diagram
- 53 8) Mooring Plan, arrangement and details

54 **3 Hire**

55 **a Payment of Hire**

56 Charterer shall pay hire for the use of the Vessel in United States dollars per day,
57 or pro rata for part of a day. Payments shall be made monthly, by the tenth (10th)
58 day of the month, to:

59 *(Insert the full-style payment instructions)*

60 Payments shall be made by electronic funds transfer, without discount or
61 adjustment except as specified in Clause 3 or elsewhere in the Charter,
62 commencing with the date and hour (UTC) the Vessel is placed at Charterer's
63 disposal as specified in Clause 5 and continuing to the date and hour (UTC) the
64 Vessel is redelivered to Owner at the expiration or any termination of the Charter,
65 except as may otherwise be provided in the Charter. Any hire paid in advance
66 and not earned shall be returned to Charterer at once by Owner and/or by any
67 party to whom Owner may have permissively assigned the hire hereunder.
68 Owner, in any event, shall be jointly and separately responsible, along with any
69 such assignee, for such return of hire. In no event will initial payment of hire be
70 made until the Vessel is placed at Charterer's disposal as provided in the Charter.
71 Charterer shall not be responsible for any delay or error by Owner's bank in
72 crediting Owner's account with hire, provided Charterer has made proper
73 payment of hire within the time permitted under Clause 3, including, without
74 limitation, the grace period specified in Clause 3f.

75 **(1) Hire Rate for Firm Period**

76 *(Insert the appropriate rate(s) of hire.)*

77 **(2) Hire Rate for Optional Period(s)**

78 *(Insert the appropriate hire rate(s) for the optional period(s), if any.)*

79 **(3) Hire Rate for Off-Hire Extensions**

80 The daily rate of hire for any extended period due to off-hire in accordance
81 with Clause 1c shall be the rate that was in effect at the time of the off-hire.

82 **b Deductions**

83 Charterer shall be entitled to deduct from hire payments any:

- 84 1) disbursements for Owner's account, including commissions thereon;
- 85 2) lay-up savings calculated in accordance with Clause 17;
- 86 3) previous overpayments of hire, including the value of past off-hire;
- 87 4) amounts representing expenses incurred by Charterer relating to off-hire
88 periods ("Related Off-Hire Expense");
- 89 5) amounts representing the value of off-hire periods and Related Off-Hire
90 Expense anticipated to occur during the month or other period for which a
91 payment of hire to be is made, it being understood and agreed that Charterer
92 shall not be required to make a monthly advance or other payment of hire if
93 Vessel is, on the due date for payment, off-hire;
- 94 6) any sums due pursuant to Clause 3e;
- 95 7) claims pursuant to Clause 9, and;
- 96 8) other sums to which Charterer is entitled under the Charter.

97 Charterer shall have the right of deduction under subparagraphs 1) through 8)
98 above, even where right of deduction is disputed, provided Charterer's claim of
99 deduction is made in good faith. Any required adjustment for hire deduction shall
100 be made after all facts are established. Any difference between the amount(s)
101 withheld and the amount(s) due shall be refunded or credited, as the case may
102 be, in hire installment(s) due after any adjustment is determined.

103 **c Final Voyage**

104 **(1) Use of the Vessel**

105 Notwithstanding Clause 1a, should the Vessel be on a final ballast/laden
106 voyage or on a ship-to-ship transfer ("**Final Voyage**") at the expiry of the
107 Charter Term as calculated in accordance with Clauses 1a, 1b and 1c,
108 Charterer shall have the continued use of the Vessel under the same Charter
109 terms and rate of hire then prevailing for such length of time as is necessary
110 to complete the voyage or ship-to-ship transfer, as the case may be, and to
111 thereafter effect redelivery of the Vessel to Owner at the place of redelivery
112 under the Charter. Any such period of continued use shall be deemed to be
113 part of the Charter Term.

114 **(2) Hire payment**

115 Should a payment of hire become due, when the Vessel is on the Final
116 Voyage, said payment shall be made for the time estimated by Charterer to
117 be necessary to complete the Final Voyage and effect redelivery of the
118 Vessel to Owner in accordance with the Charter, less all deductions provided
119 for in Clause 3b, which deductions shall be estimated by Charterer if the
120 actual amounts cannot then be reasonably ascertained, and also less the
121 amount estimated by Charterer to become payable by Owner for fuel on
122 redelivery as provided in Clause 19. Upon Vessel redelivery, any difference

123 between the estimated and actual amounts shall be refunded to or paid by
124 Charterer, as the case may require.

125 **d Loss of Vessel**

126 Should the Vessel be lost, or be missing and presumed lost, hire shall cease at
127 the time of the loss, or if such time is unknown, at the time when the Vessel was
128 last heard from. If the Vessel should become a Constructive Total Loss ("CTL"),
129 hire shall cease at the time of the casualty resulting in such loss. In either case,
130 any hire paid in advance and not earned shall be returned to Charterer and, in
131 addition, Owner shall reimburse Charterer for the value of the estimated bunkers
132 on board the Vessel at the time the Vessel went off-hire. If the Vessel should be
133 missing when a payment of hire would otherwise be due, such payment shall be
134 postponed until the safety of the Vessel is ascertained. If the Vessel should
135 become a CTL, Charterer shall have the option to cancel the Charter on written
136 notice to Owner. The Vessel shall be deemed a CTL under the Charter when the
137 cost of recovering and repairing the Vessel is reasonably estimated to exceed
138 either the Vessel's then current insured value or the fair market value of the
139 Vessel when repaired, without in the latter case taking into consideration any
140 value of the Charter.

141 **e Reduction in Hire**

142 Should the Vessel, for any reason during the Charter Term, fail to fulfill the
143 particulars, capabilities, capacities, and/or conditions stipulated in Clause 2a,
144 Clause 4, or elsewhere in the Charter, Charterer shall be entitled, without
145 prejudice to any claim Charterer may otherwise have under the Charter, to a
146 reduction in the hire to compensate Charterer for such failure; and, where the
147 failure affects the time taken by the Vessel to perform any services under the
148 Charter or the availability of the Vessel for such services, hire shall be reduced by
149 an amount equal to the value of the time so lost, using the rate of hire applicable
150 at that time.

151 **f Default**

152 In default of punctual and regular payment of hire as specified in the Charter,
153 Owner will notify Charterer at:

154 *(Insert full-style of payment contact)*

155 whereupon Charterer shall make payment of the amount due within ten (10)
156 working days of receipt of said notification from Owner, failing which Owner shall
157 have the right, on written notice to Charterer given prior to any receipt of late
158 payment by or on behalf of Owner, to withdraw the Vessel from the service of
159 Charterer without prejudice to any claim Owner may otherwise have against
160 Charterer under the Charter.

161 **g Extra Expenses and Advances**

162 The hire rate(s) set forth in Clauses 3a(1) and 3a(2) cover in full any and all
163 expenses for extra victualling by the Master, communications charges, and all
164 overtime worked by the Vessel's officers and crew at Charterer's request.
165 Charterer shall be entitled to a two and one-half percent (2.5%) commission on
166 any sums advanced or disbursements made for Owner's account. Charterer
167 shall make no cash advances to the Master. However, Owner shall have the
168 option of making advances to Charterer, or its designated agent, for
169 disbursement (provided such advances are deemed adequate and reasonable by
170 Charterer) and, in such event, no commission shall be paid to Charterer.

171 **h Hourly Rate of Hire**

172 The hourly rate of hire ("**Hourly Rate of Hire**") for any period under the Charter
173 shall be one twenty-fourth (1/24th) of the then-prevailing daily rate of hire.

174 **4 Owner's Warranties**

175 **a Vessel Condition**

176 Owner warrants that, at the time the Vessel is placed at Charterer's disposal, the
177 Vessel shall be tight, staunch, and strong; in thoroughly efficient order and
178 condition, and in every way fit, manned, equipped and supplied for the service
179 contemplated; with holds, cargo tanks, pipelines and valves clear, clean and tight;
180 and its machinery, pumps, boilers, inert gas system, crude oil washing system,
181 navigational equipment, heating coils, and all other equipment fully functional and
182 in good working order and condition, and in every way seaworthy and fit to carry
183 cargoes required under the Charter. Such description, particulars, and
184 capabilities of the Vessel shall be maintained by Owner throughout the Charter
185 Term, so far as is possible by the exercise of due diligence. In the event of a
186 conflict between Clause 4a and Clause 2a, Clause 2a shall prevail to the extent of
187 the conflict.

188 **b Vessel Management and Operation**

189 Owner warrants that the Vessel will be managed and operated during the Charter
190 Term by the company or companies named in Appendix A. Owner shall not
191 change the management and/or operation of the Vessel during the Charter Term
192 without the prior written consent of Charterer. If Owner transfers the operation
193 and/or management of the Vessel to another entity without Charterer's prior
194 written consent, Charterer may, in its absolute discretion, and on written notice to
195 Owner, terminate the Charter.

196 **c Evaporator**

197 Owner warrants that, during the Charter Term, the Vessel shall be equipped with
198 a fresh water evaporator, which shall be maintained in good operating condition.
199 Owner warrants that this evaporator is capable of making sufficient fresh water to
200 supply the Vessel's needs.

201 **d Stability and Structural Integrity**

202 Owner warrants that, during the Charter Term, the Vessel shall be suitable to
203 carry cargoes in any size ranging from no cargo to a full cargo, with relative
204 density ranging from *(Insert the appropriate range)*, without incurring operational
205 restrictions resulting from potential stability or structural problems.

206 **e Cargo Heating**

207 If the Vessel is described in Appendix A as being fitted with cargo heating coils or
208 heat exchangers, Owner warrants that, during the Charter Term, the Vessel shall
209 be capable of maintaining the temperature of the cargo loaded and/or increasing
210 such temperature by 4.0° C per day during the voyage up to a maximum of 57° C
211 (in either case as instructed by Charterer) and maintaining same throughout the
212 voyage and during the entire discharge. Should the Vessel fail to heat cargo in
213 accordance with Charterer's instructions, Charterer shall have the option to:

214 1) Delay discharge of the cargo;

215 2) Delay berthing of the Vessel;
216 3) Discontinue discharge and remove the Vessel from the discharge berth or
217 place until cargo is heated in accordance with Charterer's instructions.
218 Any time lost due to the Vessel's failure to maintain the temperature of the cargo,
219 or to heat the cargo, in accordance with Charterer's instructions shall be off-hire
220 time and for Owner's account; including, without limitation, any delay in moving
221 the Vessel from and then back to a berth or place of discharging and any
222 intermediate waiting in a vessel queue. In addition, any expense incurred by
223 reason of such delay or otherwise shall be for Owner's account.

224 **f Cargo Manifolds**

225 Owner warrants that, during the Charter Term, the Vessel shall be equipped with
226 pressure gauges fitted outboard of the valve at each discharge manifold
227 connection. Such gauges shall be maintained in proper working condition and
228 each gauge shall have a valid test certificate. The Vessel shall be equipped with
229 a sufficient number of cargo manifold reducing pieces, of steel or comparable
230 material (excluding aluminum and gray cast iron) and that meet the most recent
231 Oil Companies International Marine Forum ("**OCIMF**") standards, to make
232 available appropriate flanges for cargo hoses or arms at all manifold connections
233 on one side of the Vessel as follows:

234 Vessels from 16 to 60 kDWT shall be equipped to present flanges of 8", 10" and
235 12" (ASA) and

236 Vessels over 60 kDWT shall be equipped to present flanges of 10", 12" 14", 16",
237 and 20" (ASA).

238 **g Communications**

239 Owner warrants that, during the Charter Term, the Vessel shall be equipped with
240 VHF radiotelephone, satellite communications earth station, facsimile machine,
241 radio teletypewriter, electronic mail capability, and such other radio
242 telecommunications equipment as may be required by international, flag state,
243 and port state regulations. The Vessel shall also be fitted with a computer
244 capable of maintaining and transmitting Charterer's logs via electronic mail to
245 Charterer.

246 **h Crew Complement**

247 Owner warrants that, during the Charter Term, the Vessel shall have a full and
248 efficient complement of Master, officers and crew, with adequate training and
249 experience in operating all the Vessel's equipment, and that the Master and all
250 officers shall possess valid and current certificates and/or documents issued or
251 approved by the country of the Vessel's registry.

252 Conversational English language proficiency is required for the Master, and any
253 officer in charge of cargo or bunker oil handling, and is warranted under the
254 Charter.

255 **i Drug and Alcohol Policy**

256 Owner warrants that, during the Charter Term, it shall have a policy ("**Policy**") on
257 drug and alcohol abuse applicable to the Vessel that meets or exceeds the
258 standards in the latest edition of OCIMF Guidelines for the Control of Drugs and
259 Alcohol Onboard Ship. Under the Policy, alcohol impairment shall be defined as
260 a blood alcohol content of 40 mg/100 ml or greater, the appropriate seafarers to

261 be tested shall be all the Vessel's officers, and the drug/alcohol testing and
262 screening shall include unannounced testing in addition to routine medical
263 examinations. An objective of the Policy should be that the frequency of the
264 unannounced testing be adequate to act as an effective abuse deterrent, and that
265 all officers be tested at least once a year through a combined program of
266 unannounced testing and routine medical examinations. Owner further warrants
267 that the Policy will remain in effect during the Charter Term and that Owner shall
268 exercise due diligence to ensure that the Policy is complied with. It is understood
269 that an actual impairment, or any test finding of impairment, shall not in and of
270 itself mean Owner has failed to exercise due diligence. Persons who test
271 positive, refuse to test, or are unfit for duty (impaired because of drug or alcohol
272 use) shall be removed from the Vessel during the remaining Charter Term and
273 shall not be reassigned to service of Charterer or any of Charterer's associated or
274 affiliated companies.

275 **j Compliance**

276 Owner warrants that the Vessel shall, at all times during the Charter Term, be in
277 full compliance with all applicable international conventions, all applicable laws,
278 regulations, and/or other requirements of the country of the Vessel's registry and
279 of the countries of the port(s) and/or place(s) to which the Vessel may be ordered
280 hereunder, and all applicable regulations and/or requirements of any terminals or
281 facilities in such port(s) or place(s) where the Vessel may load or discharge.
282 Owner further warrants that the Vessel shall have on board, during the Charter
283 Term, all certificates, records, or other documents required by the aforesaid
284 conventions, laws, regulations, or requirements, including any required for
285 transiting of the Suez or Panama Canal, by day or night, if such transit is possible.
286 Without limitation, the conventions, laws, regulations, and requirements referred
287 to in Clause 4j mean conventions, laws, regulations, and requirements
288 concerning ship size, ship design, safety, operation of ship's equipment (including
289 inert gas and crude oil washing systems, if the Vessel is so equipped), navigation,
290 pollution, and other like matters. At the time of delivery and during the entire
291 Charter Term, the Vessel shall have on board an International Tonnage
292 Certificate, or equivalent, and shall meet applicable guidelines published by the
293 OCIMF. In addition, Owner warrants that, if required by Charterer or the Vessel's
294 trade, the Vessel will hold a valid International Transport Workers' Federation
295 ("ITF") certificate or an equivalent document acceptable to Charterer throughout
296 the Charter Term. The Vessel shall be off-hire during any time lost as a
297 consequence of ITF action and Owner shall reimburse Charterer for any Related
298 Off-Hire Expense.

299 **k Charterer's Representatives**

300 Owner warrants that, during the Charter Term, Charterer shall have the right to
301 have its representatives visit the Vessel to observe operations as often and at
302 such intervals as Charterer elects. Such visits shall include, but not be limited to,
303 access to pump room(s), engine room(s), cargo control room(s), navigation
304 bridge, and deck areas. Owner shall allow Charterer's representatives to survey
305 and take samples of all the Vessel's bunker tanks and cofferdams at loading,
306 discharge and/or bunkering ports. Neither the exercise nor non-exercise by
307 Charterer of such right shall in any way absolve or reduce the obligations of
308 Master and/or Owner under the Charter.

309 **I Quality Assurance**

310 If at any time during the Charter Term one or more of the below circumstances
311 occur:

- 312 • Owner is in breach of its obligations under Clause 2a and/or any of Clauses
313 4a through 4k and Owner fails, to Charterer's reasonable satisfaction, to cure
314 such breach within thirty (30) consecutive days after Charterer sends written
315 notice to Owner specifying the breach(s) and demanding correction, and/or
- 316 • The Vessel is responsible for an incident that results in damage to the
317 Vessel, its equipment, or other property in excess of US\$ 100,000, or that
318 results in a discharge of oil of 10,000 U.S. gallons or more, and/or
- 319 • The Vessel is off-hire for a total of two hundred forty (240) cumulative
320 unplanned hours during any one (1) year period during the Charter Term,

321 Upon each occurrence of any of the above circumstances, Charterer shall have
322 the option on written notice to Owner to terminate the Charter with immediate
323 effect if the Vessel is free of cargo or at a date and time as stated in Charterer's
324 notice, such termination being without prejudice to any other rights and remedies
325 Charterer may have under the circumstances.

326 Clause 4 shall be without prejudice to Clause 13.

327 **5 Delivery**

328 **a Place of Delivery**

329 The use and services of the Vessel shall be placed at the disposal of Charterer
330 (*Insert specific place of delivery, and any conditions on delivery; e.g. "all-fast*
331 *alongside the berth*") ("**Place of Delivery**"). Charter hire shall commence when
332 the Vessel is at the Place of Delivery and in all respects ready to load and
333 otherwise fully perform the Charter and ready for sea, and written notice thereof
334 has been given by the Master to Charterer or its Agents at the Place of Delivery.

335 **b Laydays**

336 Hire shall not commence before (*Insert the first day of the delivery range*), except
337 with Charterer's written pre-consent, and the Vessel shall be placed at Charterer's
338 disposal, in accordance with the provisions of Clause 5a, no later than (*Insert the*
339 *last day of the delivery range*) ("**Canceling Date**"), in default of which Charterer
340 shall have the option to cancel the Charter. Charterer's option to cancel the
341 Charter is declarable not later than seventy-two (72) hours after expiration of the
342 Canceling Date, local time at the Place of Delivery. Cancellation by Charterer, or
343 acceptance of the use of the Vessel's services, shall be without prejudice to any
344 claims for damages Charterer may have for late tender of the Vessel's services or
345 other breach of Owner's obligations under the Charter. Owner shall give
346 Charterer written notices of the Vessel's estimated time of arrival at the Place of
347 Delivery (*Insert notification requirements (e.g.; 180, 90, 60, 30, 20, 10, 5, 2, and*
348 *1))* days prior to Owner's anticipated time of delivery. If, prior to the Canceling
349 Date, it appears to Charterer that the Vessel will not be ready for delivery under
350 the Charter by the Canceling Date, Charterer shall have the option on written
351 notice to Owner:

- 352 1) To cancel the Charter

353 2) To require Owner to promptly give in writing to Charterer a new canceling
354 date, with continuing right in Charterer to cancel the Charter, at any time prior
355 to the original Canceling Date, either before or after receipt of any new
356 canceling date that Owner may provide in accordance with Charterer's
357 requirement.

358 If Charterer accepts a new canceling date in writing, the Vessel shall use utmost
359 dispatch to meet such date and the terms of Clause 5b shall otherwise apply to
360 this new date as if it was the original Canceling Date.

361 **c Fuel at Delivery**

362 Charterer shall accept and pay for all fuel in the Vessel's bunker tanks at the time
363 the Vessel is placed at Charterer's disposal. Payment for such fuel shall be in
364 accordance with the current market price as determined by Platt's Oilgram
365 Bunkerwire for the Place of Delivery and the date when the Vessel is placed at
366 Charterer's disposal under the Charter, or the nearest port at which competitively
367 priced fuels for the Vessel are sold, as determined by Charterer.

368 **d Space Available to Charterer**

369 The whole reach and burthen of the Vessel (but not more than she can
370 reasonably stow and safely carry) shall be at the Charterer's disposal, reserving
371 proper and sufficient space for the Vessel's officers, crew, Master's cabin, tackle,
372 apparel, furniture, fuel, provisions, and stores.

373 **6 Trading Limits**

374 **a Trading Range**

375 The Vessel may be employed in any part of the world trading between and at
376 ports, places, berths, docks, anchorages, and submarine pipelines in such lawful
377 trades as Charterer or its agents may direct, subject to Institute Warranties and
378 clauses set forth at Appendix B, or any subsequent amendment thereto, but may
379 be sent to ports and places on the St. Lawrence River and tributaries between
380 May 15 and November 15 and through the Straits of Magellan and around Cape
381 Horn and the Cape of Good Hope at any time of the year without payment of any
382 extra premium. Notwithstanding the foregoing restrictions, the Vessel may be
383 sent to Baltic Sea ports not north of Stockholm, and to Helsingfors and Abo,
384 Finland, and other ports and places as set forth in the Institute Warranties and
385 Clauses, provided, however, that Charterer shall reimburse Owner for any
386 additional documented premium(s) properly assessed by the Vessel's
387 underwriters and paid by Owner for breach of such trade warranties. In the event
388 that the Vessel shall, for any reason, be unable to be employed in trade to any
389 port or place not excluded by Clause 6a, all time lost shall be for Owner's account
390 and Charterer shall have the option to terminate the Charter upon written notice
391 to Owner and redeliver the Vessel to Owner when the Vessel is free of cargo,
392 without prejudice to any other rights and remedies Charterer may have.

393 **b Berths and Lightering**

394 The Vessel shall be loaded, discharged, or lightened at any suitable port, place,
395 berth, dock, anchorage, submarine pipeline, or alongside other vessels or
396 lighters, whether in port or not and while at anchorage or underway, as Charterer
397 may direct. Notwithstanding anything contained in Clause 6 or any other
398 provisions of the Charter, Charterer shall not be deemed to warrant the safety of
399 any port, place, berth, dock, anchorage, submarine pipeline, vessel, or lighter,

400 and shall not be liable for any loss, damage, injury, or delay resulting from
401 conditions of, or at, ports, places, berths, docks, anchorages, submarine
402 pipelines, vessels, or lighters not caused by Charterer's fault or neglect when
403 directing the Vessel to such ports or places or which could have been avoided by
404 the exercise of reasonable care on the part of the Master or Owner.

405 When the Vessel is employed as a lightering vessel, in order to assist the Vessel,
406 Master, and Owner in the lightering operation, whether at anchorage or
407 underway, Charterer may, at its option, provide and pay for lightering advisor(s)
408 and lightering gang to be employed under the exclusive direction, supervision,
409 and control of the Vessel's Master, who shall continue to be fully responsible for
410 the operation, management, and navigation of the Vessel during the entire
411 lightering operation. In the event it is necessary for Owner to incur additional hull
412 insurance premium directly related to the employment of the Vessel as a
413 lightering vessel, Charterer agrees that such provable and necessary additional
414 premium shall be for Charterer's account.

415 Lightering and ship-to-ship transfer operations shall be performed in accordance
416 with, and meet or exceed, the standards in the latest OCIMF guidelines for ship-
417 to-ship transfers.

418 **c Vessel Speed Orders**

419 Charterer may issue orders directly to the Master to slow down or speed up the
420 Vessel, consistent with the safe operation of the Vessel and its machinery, on
421 ballast and/or laden passages. A copy of any such orders shall also be sent to
422 Owner.

423 **d Controlled Passages**

424 The following passages shall not be navigated by the Vessel while performing
425 under the Charter without Charterer's prior written agreement:

- 426 1) The Strait of Messina
- 427 2) The Strait of Bonifacio
- 428 3) Between the Scilly Islands and Land's End
- 429 4) The Minches and the channel between St. Kilda and the West Coast of
430 Hebrides
- 431 5) If bound to port(s) on the East Coast of the U.K., north of the River Thames,
432 the in-shore traffic zones in the English Channel
- 433 6) The Old Bahama Channel

434 When transiting the Florida Straits, from Key Biscayne south to the Dry Tortugas,
435 the Vessel shall maintain a distance of not less than ten (10) miles off the outer
436 navigational aids marking the reefs off the Florida Keys. When transiting the
437 Windward Passage or the Yucatan Channel, the Vessel shall give the coast of
438 Cuba a wide berth. It is understood and agreed that the daily rate of hire includes
439 all compensation for the restrictions in Clause 6d.

440 **7 Dry Cargoes**

441 Charterer shall have the option of shipping any lawful dry cargo in bulk, for which the
442 Vessel and her tanks are suitable, and any lawful merchandise in cases and/or cans
443 and/or other packages in the Vessel's forehold, between decks, and/or other suitable
444 space available, subject, however, to the Master's approval as to kind and character,

445 amount and stowage. All charges for dunnage, loading, stowing, and discharging so
446 incurred shall be paid by Charterer.

447 **8 Speed, Fuel and Pumping Warranties**

448 Owner warrants that, during the Charter Term, the Vessel shall fully meet the speed,
449 fuel, and pumping warranties stipulated in Clause 8.

450 **a Speed Performance Warranty**

451 Owner warrants that the Vessel is capable of maintaining, and shall maintain, on
452 all sea passages from seabuoy to seabuoy, a guaranteed average speed of not
453 less than *(Insert the proper warranty speed)* knots in a laden condition and not
454 less than *(Insert the proper warranty speed)* knots in a ballast condition
455 ("**Warranty Speed**"). Speed warranty performance to be excluded for periods of
456 wind conditions exceeding force six (6) on the Beaufort Scale persisting for more
457 than twelve (12) consecutive hours. The Master shall promptly advise Charterer
458 in writing whenever the Vessel encounters wind conditions exceeding Beaufort
459 Force Six (6), and again when the wind conditions moderate to Beaufort Force
460 Six (6) or less.

461 **b Fuel Consumption Warranty**

462 **(1) Propulsion and Auxiliary Fuel**

463 Owner warrants a maximum daily fuel consumption on all sea passages from
464 seabuoy to seabuoy of high viscosity fuel oil and marine diesel fuel for all
465 purposes excluding heating and tank cleaning ("**Warranty Consumption**")
466 as listed below. Fuel consumption warranty performance to be excluded for
467 periods of wind conditions exceeding force six (6) on the Beaufort Scale
468 persisting for more than twelve (12) consecutive hours.

(Insert the appropriate speed and consumption figures in the following table and paragraphs)

Speed (knots)	IFO-380 Laden (MT)	IFO-380 Ballast (MT)	DMB (MT)
10.0	-	-	-
10.5	-	-	-
11.0	-	-	-
11.5	-	-	-
12.0	-	-	-
12.5	-	-	-
13.0	-	-	-
13.5	-	-	-
14.0	-	-	-
14.5	-	-	-
15.0	-	-	-
15.5	-	-	-

16.0	-	-	-
16.5	-	-	-
17.0	-	-	-

469 **(2) Heating and Tank Cleaning Fuel**

470 For each day heat is applied to the cargo or slop tanks, Owner warrants that
 471 the fuel consumption will not exceed *(Insert the appropriate quantity)* metric
 472 tons of IF-380 fuel oil per day for maintaining heat, or *(Insert the appropriate*
 473 *quantity)* metric tons per day for increasing heat, of all tanks and pro rata for
 474 part of the tanks. For tank cleaning, other than crude oil washing, Owner
 475 warrants that the fuel consumption will not exceed *(Insert the appropriate*
 476 *quantity)* metric tons of IF-380 fuel oil per tank cleaning machine-hour, which
 477 also includes shifting ballast and other tank cleaning functions.

478 **(3) Fuel Consumption in Port**

479 Owner warrants that the maximum fuel consumption in port shall be as
 480 follows:

481 At anchor: *(Insert the appropriate quantity)* MT of IF-380 per day
 482 (with boiler secured)
 483 *(Insert the appropriate quantity)* MT of IF-380 per day (on
 484 standby with boiler on)

485 While Loading: *(Insert the appropriate quantity)* MT of IF-380 per day

486 While Discharging: *(Insert the appropriate quantity)* MT of IF-380 per day

487 **c Pumping Performance Warranty**

488 Owner warrants that the Vessel will discharge cargo at the following minimum
 489 rates:

490 Light petroleum (viscosity less than 320 SSU at 100°F) *(Insert the appropriate*
 491 *quantity)* m³/hr.;

492 Medium petroleum (viscosity of 320 to 3200 SSU at 100°F) *(Insert the*
 493 *appropriate quantity)* m³/hr.;

494 Heavy petroleum (viscosity above 3200 SSU at 100°F) *(Insert the appropriate*
 495 *quantity)* m³/hr.;

496 or that the Vessel will maintain throughout the entire period of discharge,
 497 including crude oil washing and stripping, an average pressure of 100 pounds per
 498 square inch gauge (PSIG) at the ship's manifold should the foregoing minimum
 499 rates not be met. Charterer shall have the option to Crude Oil Wash all or part of
 500 the Vessel's cargo tanks. In the event the Vessel uses crude oil cargo to wash
 501 cargo tanks during discharge, the Vessel shall be allowed an additional eight (8)
 502 hours for crude washing of all tanks or pro rata for crude washing part of the
 503 tanks.

504 **9 Performance Reviews**

505 **a Performance Review Frequency and Compensation**

506 The speed, fuel consumption, and pumping performance guaranteed by Owner
 507 under Clause 8 will be reviewed by Charterer at the end of six (6) months,

508 counting from the time of delivery of the Vessel to Charterer in accordance with
509 the Charter, and thereafter at the end of each six (6) month period. If it is found
510 that the Vessel has failed to maintain the speed, fuel consumption, or pumping
511 performance warranted during the preceding six (6) month period (or at any time
512 during the Charter Term), Charterer shall be retroactively compensated in respect
513 of such failings as follows:

514 **(1) Speed Warranty Compensation**

515 Payment to Charterer of the Hourly Rate of Hire for each hour, or pro rata for
516 each part of an hour, that the Vessel steams in excess of the time the Vessel
517 would have taken at the Warranty Speed under Clause 8a. Owner will
518 receive no credit or compensation if Vessel performance with respect to
519 speed is greater than the Warranty Speed.

520 **(2) Fuel Performance Warranty Compensation**

521 Payment to Charterer for each metric ton, or pro rata for part of a ton, in
522 excess of the guaranteed daily consumption under Clause 8b for all purposes
523 at sea for main engine and/or auxiliaries and/or heating and/or tank cleaning
524 and while at anchor, loading, or discharging, including any excess not borne
525 by Owner in accordance with Clause 11 of the Charter, at the average actual
526 price paid for the particular grade of fuel oil purchased by Charterer for the
527 total period under review. Charterer shall provide supporting price vouchers
528 or invoices for such purchased fuel oil as soon as possible after completion of
529 the review for the specified performance period. Owner will receive no credit
530 or compensation if the Vessel's fuel consumption is less than the Warranty
531 Consumption.

532 **(3) Pumping Performance Warranty Compensation**

533 Charterer is to be compensated at the hourly rate of hire for each hour, or pro
534 rata for each part of an hour, that the Vessel takes in excess of the pumping
535 time allowed per the rates warranted in Clause 8c. Owner will receive no
536 credit or compensation if the Vessel is able to discharge at a rate greater than
537 warranted in Clause 8c. If the terminal or place of discharging does not allow
538 or permit the Vessel to meet the warranty specified in Clause 8c, the Master
539 shall forthwith issue a Letter of Protest (which shall, if possible, be
540 acknowledged) to such terminal or place and shall immediately advise
541 Charterer in writing by electronic mail, telex, or facsimile. If the Master fails to
542 issue the Letter of Protest, Owner shall be deemed to waive any rights to
543 contest that time was lost as a result of the Vessel's failure to comply with the
544 pumping warranty in Clause 8c. Any delay to Vessel's discharge caused by
545 shore conditions identified in Master's Letter of Protest shall be taken into
546 account in the assessment of pumping performance.

547 **(4) Performance Review Basis**

548 The basis for determining the Vessel's performance in Clauses 9a(1) through
549 9a(3) shall be the statistical data supplied by the Master in the Sea Logs, Port
550 Logs, and Pump Logs provided by Charterer.

551 **(5) Performance Claims Review**

552 Charterer shall provide Owner with an opportunity to review any claim
553 submitted by Charterer under Clause 9a and Owner shall complete such
554 review and provide Charterer with the results thereof within fifteen (15) days
555 from the date such claim was sent by electronic mail or facsimile from

556 Charterer to Owner. Charterer may deduct from hire any amount to which it
557 claims it is entitled under Clause 9a after the expiration of twenty-five (25)
558 days from the date of Charterer's sending of a claim relating thereto to
559 Owner. Such deduction shall be without prejudice to Owner defending such
560 claim.

561 **(6) Claim for Final Period**

562 In the event of Charterer having a claim in respect of Vessel's performance
563 during the final performance review period, the amount of such claim shall be
564 withheld from hire in accordance with Charterer's estimate made not earlier
565 than three (3) months before the end of the Charter Term and any necessary
566 adjustment after the termination of the Charter shall be made by Owner to
567 Charterer or Charterer to Owner, as the case may require.

568 **b Performance Review Calculations**

569 **(1) Speed Warranty Calculations**

570 Speed performance will be determined by taking the distance for the sea
571 passage from the BP World-Wide Marine Distance Tables ("**BP Distance**"),
572 less the distance reported in the Vessel's Sea Log for steaming from the
573 seabuoy to the loading/discharge berth or place inbound and from the
574 loading/discharge berth or place to the seabuoy outbound, divided by the
575 Warranty Speed to determine charter party hours at sea. Total actual hours
576 at sea, as reported in the Vessel's Sea Log, will be compared to the charter
577 party hours at sea to determine lost or saved hours. Each laden and ballast
578 sea passage shall be calculated independently and the results of different
579 sea passages shall not be averaged over time.

580 **(a) Speed Warranty Adjustments**

581 All stops at sea and any sea passage covered by an off-hire calculation
582 will be excluded from speed warranty calculations.

583 In the event the Vessel is ordered by Charterer to deviate during a sea
584 passage, such actual deviation miles and actual hours shall be recorded
585 in the Vessel's Sea Log. For the purpose of Clause 9b, deviation shall
586 mean a change in course caused by a change in destination ordered by
587 Charterer after the Vessel has commenced its voyage to the initial port or
588 place ordered by Charterer. The actual deviation miles reported in the
589 Vessel's Sea Log will be added to the BP Distance for the sea passage
590 performed up to the point of deviation to determine the charter party
591 hours for the passage.

592 In the event Charterer orders the Vessel to proceed at speed(s) greater
593 than the Warranty Speed on any sea passage, such sea passage will be
594 excluded from speed and fuel warranty calculations. In the event
595 Charterer orders the Vessel to proceed at speed(s) equal to or less than
596 the Warranty Speed on any sea passage, such sea passage will not be
597 excluded from speed and fuel warranty calculations.

598 Actual hours at sea recorded in the Vessel's Sea Log and corresponding
599 BP Distance(s) for passage in the following restricted waters will be
600 excluded from speed warranty calculations:

601 *English Channel* — Between NW/SE line through Bassurelle Light and
602 NW/SE line through Noord Hinder Light Vessel.

603 *Malacca/Singapore Straits, Eastbound through Passage* — Between
604 NE/SW line through 03-00 N, 100-40 E and Latitude 01-35 N.

605 *Malacca/Singapore Straits, Westbound through Passage* — Between
606 Horsbough Lighthouse and the Brothers Lighthouse.

607 *Malacca/Singapore Straits, Eastbound to Singapore Only* — Between
608 NE/SW line through 03-00 N, 100-40 E and 1 mile SW of Sultan Shoal
609 Light.

610 *Malacca/Singapore Straits, From Singapore to Westbound Only* —
611 Between 1 mile SW of Sultan Shoal Light and the Brothers Lighthouse.

612 **(b) Speed Warranty Calculation Method**

613 Each sea passage not excluded from the speed performance review
614 process as detailed above will be calculated as follows:

615 (i) The BP Distance for the sea passage, minus the sum of the distance
616 reported in the Vessel's Sea Log for steaming from the seabuoy to
617 the loading/discharge berth or place inbound and from the
618 loading/discharge berth or place to the seabuoy outbound and the
619 distance reported for passages in restricted waters, divided by the
620 Warranty Speed equals charter party hours.

621 (ii) Total actual hours at sea, minus the sum of time stopped at sea and
622 time reported for passage of restricted waters, minus charter party
623 hours as determined in (i) above equals hours saved or lost.

624 (iii) Hours lost, times the Hourly Rate of Hire, equals the amount due
625 Charterer.

626 **(2) Fuel Warranty Calculations**

627 For each grade of fuel the following calculation is performed for each sea
628 passage. Each laden and ballast sea passage shall be calculated
629 independently and the results of different sea passages shall not be averaged
630 over time.

631 **(a) Average Speed**

632 The BP Distance for the sea passage minus the sum of the distance
633 reported in the Vessel's Sea Log for steaming from the seabuoy to the
634 loading/discharge berth or place inbound and from the loading/discharge
635 berth or place to the seabuoy outbound divided by the actual hours at sea
636 minus stops at sea reported in the Vessel's sea log equals the average
637 speed for fuel consumption purposes. The distance steamed in
638 restricted waters is not excluded from the BP Distance included in this
639 calculation.

640 **(b) Days at Sea**

641 Total actual hours at sea, minus the sum of stops at sea, divided by 24
642 equals the total days at sea.

643 **(c) Warranted Consumption**

644 Average speed as calculated in Clause 9b(2)(a) is compared to the fuel
645 consumption table of guaranteed consumption and the appropriate
646 value(s), tons per day, is chosen. The appropriate value is chosen as
647 follows:

- 648 (i) If the average speed equals a value in the table, the corresponding
649 fuel value is selected.
- 650 (ii) If the average speed falls between any two values in the table, the
651 appropriate value is determined by linear interpolation using the next
652 lowest and the next highest values in the table.
- 653 (iii) If the average speed falls below the lowest or above the highest
654 value in the table, the appropriate value is determined by linear
655 extrapolation using the lowest two values in the table when the speed
656 is below the lowest value, or using the highest two values in the table
657 when the speed is above the highest value in the table.

658 Example of linear extrapolation:

659 Actual speed above the highest value in the table; e.g., 14.3 knots

<u>Speed</u>	<u>MT/Day</u>
661 14.3 (Actual)	?
662 14.0	38.0
663 13.5	35.0
664 $[(14.3k-14k) \times (38MT - 35MT) / (14k - 13.5k)] + 38MT = 39.8MT$	

665 Actual speed below the lowest value in the table; e.g., 11.8 knots

<u>Speed</u>	<u>MT/Day</u>
666 12.5	31.0
667 12.0	29.0
668 11.8 (Actual)	?
669 $29MT - [(12k-11.8k) \times (31MT - 29MT) / (12.5k - 12k)] = 28.2MT$	

671 **(d) Allowed Consumption**

672 The total days at sea from Clause 9b(2)(b) times the appropriate value, in
673 tons per day, from the fuel table as detailed in Clause 9b(2)(c) equals
674 Charter Party Allowed Consumption.

675 **(e) Amount Due Charterer**

676 Charter Party Allowed Consumption minus actual consumption as
677 reported in the Vessel's Sea Log equals tons saved or excess tons
678 consumed.

679 Excess tons consumed, times the appropriate price as determined in
680 accordance with Clause 9a(2) equals amount due Charterer.

681 **(3) Pumping Warranty Calculations**

682 For each discharge, the following calculations will be performed to determine
683 any time lost during pumping, and any compensation due to Charterer.

684 **(a) Warranty Pumping Time**

685 The gross volume discharged, divided by the appropriate warranted
686 pumping rate from Clause 8c, equals the Warranty Pumping Time.

687 **(b) Crude Oil Washing ("COW") Allowance**

688 The number of tanks crude oil washed, divided by the total number of
689 cargo tanks, times the total time allowed for crude oil washing all tanks
690 from Clause 8c equals the COW Allowance.

- 691 **(c) Charter Party Pumping Hours**
692 The sum of the Warranty Pumping Time, plus the COW Allowance,
693 equals the Charter Party Pumping Hours.
- 694 **(d) Actual Pumping Hours**
695 The actual hours spent discharging cargo, including COW and stripping,
696 equal the Actual Pumping Hours.
- 697 **(e) Hours Lost**
698 If the Actual Pumping Hours exceeds the Charter Party Pumping Hours,
699 the difference equals Hours Lost.
- 700 **(f) Compensation Due Charterer**
701 Hours Lost, times the Hourly Rate of Hire, equals the amount of
702 Compensation Due Charterer.
- 703 **(g) Waiver of Compensation Due Charterer**
704 If the minimum discharge pressure specified in Clause 8c is maintained
705 throughout the discharge, including COW and stripping, there shall be no
706 Compensation Due Charterer for that discharge.

707 **10 Liens**

708 Owner shall have a lien on all cargoes for all amounts due Owner under the Charter,
709 and Charterer shall have a lien on the Vessel for all monies paid in advance and not
710 earned, all disbursements and advances for Owner's account, all amounts due to
711 Charterer under Clause 9 and other provisions of the Charter, including, without
712 limitation, the value of fuel in the Vessel's bunker tanks supplied or paid for by
713 Charterer, and for any damages sustained by Charterer as a result of the breach of
714 the Charter by Owner.

715 **11 Off-Hire**

716 **a General Provisions**

- 717 (i) In the event of loss of time from repairs; breakdown of machinery (whether
718 partial or otherwise) including, without limitation, tank coatings; interference
719 by authorities; collision, stranding, fire, or other accident or damage to the
720 Vessel or cargo (not caused by the fault of Charterer) preventing, or which
721 would prevent, the full and efficient working of the Vessel for more than three
722 (3) consecutive hours, or
- 723 (ii) In the event of loss of time (whether or not continuing for any length of time)
724 from deficiency of men or stores; breach of orders or neglect of duty by the
725 Master, officers or crew; or from the consequences of illness or injury to, or
726 strikes by, or refusal, inability or unwillingness to sail or otherwise do work on
727 the part of the Master, officers or crew; or from labor-related picketing or
728 boycott due to the Vessel or crew union affiliation or lack thereof, at places of
729 loading, discharge, bunkering, or elsewhere by persons or organizations
730 other than the Master, officers or crew of the Vessel; or from deviation (which
731 expression includes, without limitation, putting back or putting into any port or
732 place other than that to which the Vessel was bound under orders from
733 Charterer) for the purpose of obtaining medical advice or treatment, or
734 landing any injured, ill or other person, or the body of a deceased person on

735 board (other than any person who may be carried at Charterer's request);
736 while saving or attempting to save life or property or going to the aid of a ship
737 in distress (whether voluntary or not), or

738 (iii) In the event of loss of time (taking into account, where appropriate, the three-
739 hour franchise in sub-paragraph (i) above) from failure of the Vessel for any
740 reason to fulfill the requirements of Clause 2 and/or Clause 4; then,

741 payment of hire shall cease for all time lost until the Vessel is again in an efficient
742 state to resume her service and has regained a point of progress equivalent to
743 that when the hire ceased hereunder, including, without limitation, return to the
744 berth, queue position, or place occupied by the Vessel when the Vessel went off-
745 hire. The cost of fuel consumed while the Vessel is off-hire hereunder, as well as
746 all port charges, pilotage, and other expenses incurred during such period or
747 consequent to the putting-in to any port or place other than that to which the
748 Vessel is bound, shall be borne by Owner; but should the Vessel be driven into
749 port or to anchorage by stress of weather or on account of accident to her cargo,
750 such loss of time shall be for Charterer's account. If, upon the voyage, the speed
751 of the Vessel is reduced or her fuel consumption is increased by breakdown,
752 casualty, or inefficiency of Master, officers, or crew, so as to cause a delay of
753 more than eight hours in arriving at the Vessel's next port or an excess
754 consumption of more than one day's fuel, hire for the time lost and cost of extra
755 fuel consumed, if any, shall be borne by Owner. Any delay by ice or time spent in
756 quarantine shall be for Charterer's account, except delay in quarantine resulting
757 from the Master, officers, or crew having communications with the shore at an
758 infected port where Charterer has given the Master adequate written notice of
759 infection, which shall be for Owner's account, as shall also be any loss of time
760 through detention by authorities as a result of charges of smuggling or of other
761 infraction of law by the Master, officers, or crew.

762 **b Cumulative Off-Hire**

763 If the periods of time lost, for which hire does not cease to be payable under the
764 provisions of Clause 11a because each such period or delay is not of more than
765 three (3) consecutive hours duration, exceed in the aggregate twenty-four (24)
766 hours in any charter party year (and pro rata for part of a year), hire shall not be
767 payable for all time lost during such twenty-four (24) hour franchise period as well
768 as the excess beyond such period and any hire overpaid by Charterer shall be
769 repaid by Owner. The term "charter party year" means consecutive periods of
770 one year, with the first commencing on the date of delivery under the Charter.

771 **c Detention of the Vessel**

772 In the event of loss of time by detention of the Vessel by authorities at any place
773 in consequence of legal proceeding against the Vessel, Owner, Vessel operator,
774 Master and/or crew, or by reason of any strike or boycott against the Vessel,
775 payment of charter hire shall cease for all time so lost. The cost of fuel
776 consumed as well as all additional port charges, pilotage, and other expenses
777 incurred during the time so lost shall be borne by Owner. If any such loss of time
778 shall exceed thirty (30) consecutive days, Charterer shall have the option to
779 cancel the Charter by written notice given to Owner while the Vessel remains so
780 detained, without prejudice to any other right Charterer may have in the premises.

781 **d Owner's Due Diligence**

782 The provisions of the Charter providing for Vessel off-hire and Related Off-Hire
783 Expense, including, without limitation, Clause 3 and Clause 11, shall be fully
784 operative regardless of any due diligence Owner may have exercised.

785 **e Trading While Off-Hire**

786 Owner may not, under any circumstances, trade the Vessel for its own account
787 during any period of off-hire.

788 **f Reservation**

789 Nothing in Clause 11 shall affect any other provisions of the Charter stipulating
790 loss of time for Vessel's or Owner's account or otherwise providing for
791 suspension or cessation of hire or other rights and remedies for loss or diminution
792 of Vessel services under the Charter.

793 **12 Dry-docking and Repairs**

794 **a General Provisions**

795 Owner, at its expense, shall dry-dock the Vessel, clean and paint the Vessel's
796 bottom, and make all overhaul and other necessary repairs at reasonable
797 intervals. Such overhaul or repair intervals shall not be less than thirty (30)
798 months and such dry-docking intervals shall not be less than sixty (60) months
799 unless the Vessel's flag state or classification society requires shorter intervals.
800 For the purpose of dry-docking or repair, Charterer shall allow the Vessel to
801 proceed to an appropriate port. Owner shall be solely responsible for such dry-
802 docking and repairs, and also for gas-freeing the Vessel upon each occasion. All
803 towing, pilotage, fuel, and other expenses incurred while proceeding to and from
804 and while in and waiting for dry dock or repair shall also be for Owner's account.
805 Fuel used during such dry-docking or repair periods, as provided in Clause 12 or
806 Clause 15, or used in proceeding to or from the port of dry-docking or repair, will
807 be charged to Owner by Charterer at the price charged to Charterer by its bunker
808 supplier at such port if bunkers are obtained there, or at the next replenishment
809 port.

810 **b Adjustment of Hire**

811 In case of dry-docking or repair pursuant to Clause 12 at a port where the Vessel
812 is to load, discharge or bunker under Charterer's orders, hire shall be suspended
813 from the time the Vessel receives free pratique on arrival, if in ballast, or upon
814 completion of discharge of cargo, if loaded, until the Vessel is again in all
815 respects ready for service. In case of dry-docking or repair at a port other than
816 where the Vessel loads, discharges or bunkers under Charterer's orders, the
817 following time and bunkers shall be deducted from hire: The total time and
818 bunkers, including dry-dock or repair port call, for the actual voyage from the last
819 port of call under Charterer's orders to the next port of call under Charterer's
820 orders, less the theoretical voyage time and bunkers for the direct voyage from
821 said last port of call to said next port of call. The theoretical voyage will be
822 calculated on the basis of the seabuoy to seabuoy distance at the warranted
823 speed and consumption stipulated in Clauses 8a and 8b.

824 **c Accumulation of Off-Hire Time**

825 The period during which hire is suspended, including time in and waiting for dry
826 dock and repairs, until the Vessel again comes on-hire under the terms of Clause
827 12b shall count as off-hire time under the terms of the Charter.

828 **d Dry-docking Area**

829 When dry-docking or repair is required, the Vessel may only be dry-docked or
830 repaired within the Vessel's then-current trading pattern or area unless Charterer
831 pre-agrees otherwise in writing. Owner may not, under any circumstances, trade
832 the Vessel for its own account on the voyage to or from the dry dock or repair
833 location.

834 **e Notices**

835 Except in case of emergency, Owner shall give Charterer no less than three
836 months written notice of its intention to dry-dock or repair the Vessel, which notice
837 shall include Owner's estimate of the time required to complete the planned dry-
838 docking or repair. Owner shall also promptly give Charterer written notice if
839 Owner's original estimate of the duration of the dry-docking or repair period
840 changes by more than three days. In any case, Owner shall give no less than ten
841 days written notice of the date for completion of any planned dry-dock or repair,
842 failing which any time thereby lost to Charterer shall be off-hire time.

843 **13 Owner Provides**

844 **a Owner's Responsibility**

845 Owner shall provide and pay for all provisions, deck and engine room stores,
846 galley and cabin stores, P&I, hull, and other insurance on the Vessel (except as
847 provided for in Clause 6a and Clause 21d), wages of the Master, officers, and
848 crew, all certificates and other requirements necessary to enable the Vessel to be
849 employed throughout the trading limits herein provided, consular fees pertaining
850 to the Master, officers, and crew, all fresh water used by the Vessel, and all other
851 expenses connected with the operation, maintenance, and navigation of the
852 Vessel, and customs or import duties arising in connection with any of the
853 foregoing.

854 **b Wages, Provisions and Stores**

855 Any amounts expended for wages, provisions, and stores (insofar as such
856 amounts are in respect of a period when the Vessel is on-hire) shall not be
857 deemed a General Average expenditure.

858 **c Lubricants**

859 When, during the Charter Term, Owner plans to purchase lubricants for the
860 Vessel, Owner shall purchase such lubricants from one of Charterer's associated
861 or affiliated companies whenever they are available at competitive prices. In the
862 event lower prices are quoted to Owner by any supplier at the relevant port(s),
863 Owner shall give one of Charterer's associated or affiliated companies the
864 opportunity to meet such quotation

865 **14 Officers' Duties**

866 **a Master's Duties**

867 The Master, although appointed by and in the employ of Owner and subject to
868 Owner's direction and control, shall observe the orders of Charterer in connection
869 with Charterer's agencies, arrangements, and employment of the Vessel's
870 services hereunder. The Master shall prosecute all voyages with the utmost
871 dispatch and render all reasonable assistance with the Vessel's crew and
872 equipment, including, without limitation, hoisting, connecting and disconnecting
873 hoses at ports or sea-berths when requested or when such assistance is the
874 normal practice. If a conflict arises between loading or discharge terminal orders
875 and Charterer's orders, Master shall stop cargo operations and promptly request
876 instructions from Charterer by the fastest available means. Nothing in Clause 14,
877 or elsewhere in the Charter, shall be construed as creating a demise of the
878 Vessel to Charterer, nor as vesting Charterer with any control over, or
879 responsibility for, the management, operation, and/or navigation of the Vessel.

880 **b Logs**

881 The Master and the engineers shall timely keep and sign full and correct logs of
882 the voyages, which are to be patent to Charterer and its agents, and true log
883 abstracts or such other paper or electronic forms as Charterer may require are to
884 be sent, as instructed, directly to Charterer from each port of call.

885 **c Conduct**

886 If Charterer shall have reason to be dissatisfied with the conduct of the Master,
887 officers or crew, Owner shall, on receiving particulars of the complaint, investigate
888 it and, if reasonably required, make a change in the appointments.

889 **15 Fuel, Port Charges, Etc.**

890 **a Fuel, Port Charges, Dues and Fees**

891 Charterer shall provide and pay for all fuel. Owner, at each fueling, shall arrange
892 for and retain properly sealed and identified samples of each grade of fuel
893 received and shall hold same subject to Charterer's written instructions.
894 Charterer shall also pay for all port charges, light dues, dock dues, canal dues,
895 pilotage, consular fees (except those pertaining to Master, officers and crew),
896 tugs necessary for assisting the Vessel in, about, and out of port for the purpose
897 of carrying out the Charter, and Charterer's agencies and commissions incurred
898 for Charterer's account. Owner shall, however, reimburse Charterer for any fuel
899 used or any expenses incurred in making a general average sacrifice or
900 expenditure, and for any fuel consumed during, or related to, dry-docking, repair
901 of the Vessel, or other periods of off-hire and said reimbursement(s) shall in no
902 event be deemed a General Average expenditure.

903 **b Tugs and Pilots**

904 In engaging pilotage and tug assistance, Charterer is authorized by Owner to
905 engage them on behalf of Owner on the usual terms and conditions for such
906 services then prevailing at the ports or places where such services are engaged,
907 including provisions there prevailing, if any, making pilots, tug captains, or other
908 personnel of any tug the borrowed servants of Owner.

909 **c Charterer's Responsibility**

910 Neither Charterer, nor its agents, nor any associated or affiliated company of
911 Charterer, nor any of their agents, directors, officers, or employees shall be under
912 any responsibility for any loss, damage, or liability arising from any negligence,
913 incompetence, or incapacity of any pilot, tug captain, or other personnel of any
914 tug, or arising from the terms of the contract of employment thereof, or for any
915 unseaworthiness or insufficiency of any tug or tugs, the services of which are
916 arranged by Charterer on behalf of Owner, and Owner agrees to indemnify and
917 hold Charterer, its agents, its associated and affiliated companies, and their
918 agents, directors, officers and employees harmless from and against any and all
919 such consequences.

920 **d Charterer's Tugs or Pilots**

921 Charterer shall have the option of using its own tugs or pilots, or tugs or pilots
922 made available or employed by any associated or affiliated company, to render
923 towage or pilotage services to the Vessel. In this event, the terms and conditions
924 relating to such services prevailing in the port where such services are rendered
925 and applied by independent tugboat owners or pilots shall be applicable, and
926 Charterer, its associated or affiliated company and its pilots shall be entitled to all
927 exemptions from, and limitations of, liability applicable to said independent
928 tugboat owners or pilots and their published tariff terms and conditions.

929 **e Exception**

930 Any and all requirements of the Vessel, whatsoever, during or in connection with
931 periods of off-hire and during loss of time for Owner's account, whether or not
932 Vessel is off-hire, shall be provided and/or paid for by Owner, notwithstanding that
933 such requirements would otherwise be provided for and/or paid for by Charterer
934 under Clause 15.

935 **16 Additional Equipment**

936 Charterer, subject to Owner's approval not to be unreasonably withheld, shall be at
937 liberty to fit any additional pumps and/or gear for loading or discharging cargo or other
938 purposes it may require beyond that which is on board at the commencement of the
939 Charter, and to make the necessary connections with steam or water pipes or other
940 systems, such work to be done at its expense and time, and such pumps and/or gear
941 so fitted to be considered its property, and Charterer shall be at liberty to remove
942 same at its expense and time during or at the expiry of the Charter; the Vessel to be
943 left in her original condition to Owner's satisfaction, ordinary wear and tear excepted.
944 Owner shall, at its expense, provide appropriate maintenance for any equipment
945 installed by Charterer.

946 **17 Lay-up**

947 Charterer shall have the option of laying-up the Vessel for all or any portion of the
948 Charter Term, in which case hire hereunder shall continue to be paid, but there shall
949 be credited against such hire the whole amount which Owner shall save (or
950 reasonably should save) during such period of lay-up through reduction in expenses,
951 less any extra expenses to which Owner is put as a result of such lay-up. The place
952 of such lay-up shall be subject to Owner's approval, not to be unreasonably withheld.
953 Should Charterer, having exercised the option granted hereunder, desire the Vessel
954 to again be put into service, Owner will, upon receipt of written notice from Charterer
955 to such effect, immediately take steps to restore the Vessel to service as promptly as

956 possible. The option granted to Charterer hereunder may be exercised one or more
957 times during the currency of the Charter or any extension thereof.

958 **18 Requisition of Vessel**

959 **a Requisition of Title**

960 In the event that title to the Vessel shall be requisitioned or seized by any
961 government authority (or the Vessel shall be seized by any person, entity, or
962 government under circumstances that are equivalent to requisition of title), the
963 Charter shall terminate automatically as of the effective date of such requisition or
964 seizure.

965 **b Other Requisition**

966 In the event that the Vessel should be requisitioned for use or seized by any
967 government authority or by any person or entity on any basis not involving or not
968 equivalent to requisition of title, it shall be off-hire hereunder during the period of
969 such requisition, and any hire or any other compensation paid in respect of such
970 requisition shall be for Owner's account; provided, however, that if such
971 requisition continues for a period in excess of sixty (60) days, Charterer shall
972 have the option to terminate the Charter upon written notice to Owner. Any
973 periods of off-hire under Clause 18b shall be subject to Charterer's option for off-
974 hire extension set forth in Clause 1c.

975 **19 Redelivery**

976 **a Redelivery Conditions**

977 Unless the Charter shall previously have been terminated by loss of the Vessel or
978 as otherwise provided in the Charter or by law, Charterer shall redeliver the
979 Vessel to Owner, free of cargo, at the expiration of the Charter Term upon
980 completion of discharge at a port or place, worldwide, in Charterer's option, and
981 shall give written notice of the date and hour of such redelivery. In addition,
982 Charterer shall give Owner written notice of the estimated date of such redelivery
983 30, 20, 10 and 5 days in advance of same. At Charterer's option, the Vessel may
984 be redelivered to Owner with tanks in a clean or dirty condition and in no event
985 shall Charterer be required to redeliver the Vessel gas-free.

986 **b Fuel At Redelivery**

987 Owner shall accept and pay for all fuel in the Vessel's bunker tanks when the
988 Charter terminates. Payment for such fuel shall be in accordance with the current
989 market price as determined by Platt's Oilgram Bunkerwire for the date when and
990 the port or place where the Vessel is redelivered by Charterer to Owner, or the
991 nearest port at which competitively priced fuels for the Vessel are sold, as
992 determined by Charterer.

993 **c Early Redelivery**

994 If the Charter is terminated prior to the expiration of the Charter Term in
995 accordance with any provision of the Charter or by reason of law, Owner shall
996 reimburse Charterer for the value of any hire paid but not earned, the value of fuel
997 in the Vessel's bunker tanks at termination in accordance with Clause 19b, any
998 other sums Charterer is entitled to under the Charter, as well as any damages
999 Charterer may sustain if termination is due to Owner fault or breach of the
1000 Charter.

1001 **20 Bills of Lading**

1002 **a Signatures**

1003 Bills of Lading shall be signed by the Master as presented, the Master attending
1004 daily, if required, at the offices of Charterer or its agents. However, at Charterer's
1005 option, Charterer or its agents may sign Bills of Lading on behalf of the Master.
1006 All Bills of Lading shall be without prejudice to the Charter, and Charterer shall
1007 indemnify Owner against all consequences or liabilities which may arise from any
1008 inconsistency between the Charter and any Bills of Lading or other documents
1009 signed by Charterer or its agents, or by the Master at their request, or which may
1010 arise from an irregularity in papers supplied by Charterer or its agents.

1011 **b Carriage of Cargo**

1012 Notwithstanding anything in the Charter to the contrary, the carriage of cargo
1013 under the Charter and under all Bills of Lading issued for the cargo shall be
1014 subject to the statutory provisions and other terms set forth or specified in
1015 Clauses 20b(1) through 20b(6) and such terms shall be incorporated verbatim, or
1016 be deemed incorporated by reference, in any such Bill of Lading. In such
1017 Clauses and in any Act referred to therein, the word "Carrier" shall include Owner
1018 and any chartered owner of the Vessel.

1019 **(1) Clause Paramount**

1020 This Bill of Lading shall have effect subject to the provisions of the Carriage
1021 of Goods by Sea Act of the United States, approved April 16, 1936, except
1022 that if this Bill of Lading is issued at a place where any other act, ordinance,
1023 or legislation gives statutory effect to:

- 1024 1) the International Convention for the Unification of Certain Rules relating
1025 to Bills of Lading at Brussels, 15th August 1924 ("**Hague Rules**"), or
1026 2) the Hague Rules as amended by the Protocol signed at Brussels on 23rd
1027 February 1968 ("**Hague/Visby Rules**"), or
1028 3) the United Nations Convention on the Carriage of Goods by Sea 1978
1029 ("**Hamburg Rules**"),

1030 then this Bill of Lading shall have effect subject to the provisions of such act,
1031 ordinance, or legislation. The applicable act, ordinance, or legislation ("**Act**")
1032 shall be deemed to be incorporated herein and nothing herein contained shall
1033 be deemed a surrender by the Carrier of any of its rights or immunities or an
1034 increase of any of its responsibilities or liabilities under the Act. If any term of
1035 this Bill of Lading be repugnant to the Act to any extent, such term shall be
1036 void to that extent but no further.

1037 **(2) Jason Clause**

1038 In the event of accident, danger, damage or disaster before or after the
1039 commencement of the voyage, resulting from any cause whatsoever, whether
1040 due to negligence or not, for which, or for the consequences of which, the
1041 Carrier is not responsible, by statute, contract or otherwise, the cargo
1042 shippers, consignees, or owners of the cargo shall contribute with the Carrier
1043 in General Average to the payment of any sacrifices, losses, or expenses of a
1044 General Average nature that may be made or incurred and shall pay salvage
1045 and special charges incurred in respect of the cargo. If a salving ship is
1046 owned or operated by the Carrier, salvage shall be paid for as fully as if the
1047 said salving ship or ships belonged to strangers. Such deposit as the Carrier

1048 or its agents may deem sufficient to cover the estimated contribution of the
1049 cargo and any salvage and special charges thereon shall, if required, be
1050 made by the cargo shippers, consignees or owners of the cargo to the Carrier
1051 before delivery.

1052 **(3) General Average**

1053 General Average shall be adjusted, stated, and settled according to York-
1054 Antwerp Rules 1994 ("**Rules**") and, as to matters not provided for by those
1055 Rules, according to the laws and usage at the port of New York; provided
1056 that, when there is an actual escape or release of oil or pollutant substances
1057 from the Vessel (irrespective of Vessel location), the cost of any measures,
1058 continued or undertaken on that account, to prevent or minimize pollution or
1059 environmental damage shall not be allowable in General Average; and,
1060 provided further, that any payment for pollution damage (as defined in Article
1061 I 6.(a) of the 1992 Protocol to the International Convention on Civil Liability for
1062 Oil Pollution Damage) shall also not be allowable in General Average. It is
1063 understood and agreed, however, that the cost of measures to prevent
1064 pollution or environmental damage, undertaken in respect of oil or pollutant
1065 substances which have not escaped or been released from the Vessel, shall
1066 be included in General Average to the extent permitted by the Rules. If a
1067 General Average statement is required, it shall be prepared at such port by
1068 an Adjuster from the port of New York appointed by the Carrier and approved
1069 by Charterer of the Vessel. Such Adjuster shall attend to the settlement and
1070 the collection of the General Average, subject to customary charges.
1071 General Average Agreements and/or security shall be furnished by Carrier,
1072 and/or Charterer, and/or Owner, and/or Consignee of the cargo, if requested.
1073 Any cash deposit being made as security to pay General Average and/or
1074 salvage shall be remitted to the Average Adjuster and shall be held by the
1075 Adjuster at the Adjuster's risk in a special account in a duly authorized and
1076 licensed bank at the place where the General Average statement is prepared.

1077 **(4) Both to Blame**

1078 If the Vessel comes into collision with another ship as a result of the
1079 negligence of the other ship and any act, neglect or default of the Master,
1080 mariner, pilot, or the servants of the Carrier in the navigation or in the
1081 management of the Vessel, the owners of the cargo carried hereunder shall
1082 indemnify the Carrier against all loss or liability to the other or non-carrying
1083 ship or its owners insofar as such loss or liability represents loss of, or
1084 damage to, or any claim whatsoever of the owners of said cargo, paid or
1085 payable by the other or recovered by the other or non-carrying ship or its
1086 owners as part of their claim against the carrying ship or Carrier. The
1087 foregoing provisions shall also apply where the owners, operators, or those in
1088 charge of any ships or objects other than, or in addition to, the colliding ships
1089 or objects are at fault in respect of a collision or contact.

1090 **(5) Limitation of Liability**

1091 Any provision of the Charter to the contrary notwithstanding, the Carrier shall
1092 have the benefits of all limitations of, and exemptions from, liability accorded
1093 to the owner or chartered owner of vessels by any statute or rule of law for
1094 the time being in effect.

1095 **(6) Deviation Clause**
1096 Subject to Clause 11, the Vessel shall have liberty to sail with or without
1097 pilots, to tow or be towed, to go to the assistance of vessels in distress, to
1098 deviate for the purpose of saving life or property or of landing any ill or injured
1099 person on board, and to call for fuel at any port or ports in or out of the
1100 regular course of the voyage.

1101 **c Bill of Lading Indemnity**

1102 If Charterer requests Owner to deliver cargo at a discharge port or place either:

- 1103 1) Without prior presentation to the Vessel at the discharge port or place of one
1104 of the original Bills of Lading issued for the cargo, duly endorsed, and/or
1105 2) At a discharge port or place other than that specifically named in said Bills of
1106 Lading,

1107 Owner shall deliver the cargo in accordance with Charterer's request if Charterer
1108 first executes and delivers a written indemnity in connection with such delivery in
1109 favor of Owner, Vessel, any chartered owner(s) of Vessel, Master, Vessel
1110 operators, agents and underwriters and delivers such indemnity to Owner or
1111 Owner's designee. The subject indemnity shall meet the requirements of Clause
1112 20d.

1113 **d Form of Indemnity**

1114 The indemnity referred to in Clause 20c shall be a short form indemnity document
1115 incorporating the terms and conditions set forth in Clause 20e. This document
1116 (which must be properly filled-in) shall be given to Owner by electronic mail, telex,
1117 letter, or facsimile as requested by Owner and be in the exact form quoted below,
1118 which document, when transmitted, shall be deemed to have been signed by
1119 person acting on behalf of Charterer:

1120 *QUOTE*

1121 Time Charter of M.T. (*Insert the vessel name*) dated (*Insert the date of the*
1122 *charter party*) between (*Insert the name of Owner*), as Owner ("Owner") and
1123 (*Insert the name of Charterer*), as Charterer ("Charterer").

1124 Reference is made to the cargo ("Cargo") now laden aboard the above Vessel
1125 ("Vessel"). Pursuant to Clause 20c of the above-captioned charter party
1126 ("Charter"), the undersigned requests that Owner(s) of the Vessel deliver the
1127 Cargo at _____ unto _____ without prior discharge site
1128 presentation to the Vessel of all original Bills of Lading issued for the Cargo
1129 appropriately endorsed for such delivery and/or at a discharge port or site other
1130 than one specifically named in said Bills of Lading.

1131 In consideration of such delivery, the undersigned hereby gives an indemnity
1132 containing the terms set forth in Clause 20e of the Charter ("Indemnity Terms and
1133 Conditions"). The Indemnity Terms and Conditions are deemed incorporated in
1134 and made a part of this document. The term "Indemnifier" in the Indemnity
1135 Terms and Conditions shall be deemed to refer to the undersigned. The term
1136 "Cargo" and the phrase "Requested Delivery" in the Indemnity Terms and
1137 Conditions shall be deemed, respectively, to mean the Cargo and the delivery
1138 request set forth in the preceding paragraph of this document. The term "Ship"
1139 as used in the Indemnity Terms and Conditions shall be deemed to refer to the
1140 Vessel. The following information must be provided:

1141 Name of Charterer: _____

1142 Name of Person Acting on Behalf of Charterer: _____

1143 Authority/Title of Above Person: _____

1144 Date Indemnity Given: _____

1145 *UNQUOTE*

1146 **e Indemnity Terms and Conditions**

1147 **(1) Nature of Indemnity**

1148 Indemnifier shall indemnify and hold harmless the Owner of the Ship, any
1149 chartered Owner of the Ship, the Ship operator, the Ship Master, the Ship
1150 underwriters and the Ship agents (hereinafter jointly and individually called
1151 "**Indemnitees**") in respect of any liability, loss, damage, costs (including, but
1152 not limited to attorney/client costs) and other expense of whatever nature
1153 which Indemnitees may sustain or incur by reason of the Requested Delivery.

1154 **(2) Funds for Defense**

1155 In the event of any legal action or proceedings being commenced against the
1156 Indemnitees in connection with the Requested Delivery, Indemnifier shall
1157 provide Indemnitees from time to time, on Indemnitees' demand, with
1158 sufficient funds to defend the same.

1159 **(3) Arrest or Detention**

1160 If the Ship or any other vessel or other property belonging to the Indemnitees
1161 should be arrested or detained or if the arrest or detention thereof should be
1162 threatened for any claim in connection with the Requested Delivery, the
1163 Indemnifier shall provide, upon demand of the Indemnitees, such bail or other
1164 security as may be required to prevent such arrest(s) or detention(s) or to
1165 secure the release of the Ship or such vessel or other property from arrest or
1166 detention, and shall indemnify the Indemnitees in respect of any loss,
1167 damage, costs (including but not limited to attorney/client costs), and other
1168 expense resulting from such arrest or detention or threatened arrest or
1169 detention, whether or not the same may be justified, and to pay to the
1170 Indemnities, on the Indemnitees' demand, the amount of such loss,
1171 damages, costs and/or expense.

1172 **(4) Termination of Indemnity**

1173 This Indemnity shall automatically become null and void, and Charterer's
1174 liability hereunder shall cease, upon presentation of all original Bills of Lading
1175 duly endorsed to reflect delivery of Cargo in accordance with the Requested
1176 Delivery, or upon the expiration of thirty-six (36) months after completion of
1177 discharge, whichever occurs first; provided that no legal proceedings arising
1178 from delivery of the Cargo in accordance with the Requested Delivery have
1179 been instituted against the Indemnitees and/or Vessel within such thirty-six
1180 (36) month period. Owner shall advise Charterer with reasonable dispatch in
1181 writing if any proceedings are instituted.

1182 **(5) Governing Law**

1183 The within Indemnity shall be governed and construed in accordance with the
1184 internal substantive laws of the State of New York, U.S.A. The Indemnitees
1185 may, but shall not be obligated to, bring any legal action or proceeding with

1186 respect to such Indemnity in the Courts of the State of New York, U.S.A. or in
1187 the U.S. Federal Court situated therein and the Indemnifier unconditionally
1188 and generally accepts in regard to such legal action or proceeding, for itself
1189 and its property, the jurisdiction and venue of the aforesaid courts.

1190 **f Arbitration of Bill of Lading Claims**

1191 Any claim for loss, damage and/or non delivery of cargo carried pursuant to the
1192 Charter, made by any associated or affiliated company of Charterer and asserted
1193 to arise under Bill(s) of Lading issued for such cargo, shall be subject to Clause
1194 29 of the Charter, said associated or affiliated company having authorized
1195 Charterer to so agree on its behalf. If Clause 20f applies, the terms "Charterer"
1196 and "Charter" in Clause 29 shall be taken to mean, respectively, the
1197 aforementioned associated or affiliated company and Bill(s) of Lading.

1198 **21 War Risks**

1199 **a Contraband**

1200 No contraband of war shall be shipped, but petroleum and/or its products shall not
1201 be deemed contraband of war for the purposes of Clause 21.

1202 **b War Zones**

1203 The Vessel shall not, however, be required, without the consent of Owner, which
1204 shall not be unreasonably withheld, to enter any port, place, or zone that is
1205 involved in a state of war, warlike operations, or hostilities, civil war, civil strife,
1206 rebellion, or piracy, whether there be a declaration of war or not, where it might
1207 reasonably be expected to be subject to capture, seizure or arrest, or to a hostile
1208 act by a belligerent power (the term "power" meaning any de jure or de facto
1209 authority or any other purported governmental organization maintaining naval,
1210 military or air forces).

1211 **c War Risk Insurance**

1212 For purposes of Clause 21, it shall be unreasonable for Owner to withhold
1213 consent to any voyage, route, or port or place of loading or discharge if insurance
1214 against all risks defined in Clause 21b is then available commercially or under a
1215 government program in respect to such voyage, route, or port or place of loading
1216 or discharge. If such consent is given by Owner, Charterer shall pay any
1217 provable additional cost of insuring the Vessel against hull war risks over and
1218 above such costs in effect on the date of the Charter in an amount equal to the
1219 insured value under its ordinary hull policy but not exceeding (*Insert the insured*
1220 *value under the vessel's hull policy*) U.S. dollars. In addition, Owner may
1221 purchase war risk insurance on ancillary risks such as loss of hire, freight
1222 disbursements, total loss, etc., if it carries such insurance for ordinary marine
1223 hazards. Subject to the just-mentioned total insurance limitation of (*Insert the*
1224 *insured value under the vessel's hull policy*) U.S. dollars, the provable additional
1225 costs of such ancillary insurance over and above the costs in effect on the date of
1226 the Charter shall be for Charterer's account. If such insurance is not obtainable
1227 commercially or through a government program, the Vessel shall not be required
1228 to enter or remain at any such port, place, or zone. Owner shall obtain from
1229 insurers a waiver of any subrogated rights against Charterer and its associated
1230 and affiliated companies and their agents, directors, officers and employees in
1231 respect of any claims under the war risks insurance arising out of Owner's
1232 compliance with Charterer's orders.

1233 **d Additional Costs**

1234 In the event of the existence of the conditions described in Clause 21b
1235 subsequent to the date of the Charter, or while Vessel is on hire under the
1236 Charter, Charterer shall, in respect of voyages to any such port, place or zone,
1237 assume any provable additional cost of wages and crew war bonus and
1238 insurance properly incurred in connection with Master, officers and crew as a
1239 consequence of such war, warlike operations or hostilities over and above such
1240 costs in effect on the date of the Charter.

1241 **e Hostile Areas**

1242 Owner shall have the option of adjusting the timing, speed, and routing of the
1243 inward and outward passage through areas of hostility depending on the
1244 prevailing pattern of hostilities. Owner shall keep Charterer advised of its plans to
1245 transit areas of hostilities including any changes while in transit. The voyage
1246 instruction procedures for the Vessel to transit a hostile area(s) shall be as
1247 follows:

1248 Charterer issues voyage instructions directly to the Vessel, with a copy to Owner.

1249 Charterer's voyage instructions should include:

- 1250 1) specific ports to load/discharge and sequence of port calls
- 1251 2) required load/discharge dates
- 1252 3) cargo grades and quantities
- 1253 4) bunkering details
- 1254 5) cargo measurement and documentation requirements, etc.

1255 Charterer's voyage instructions to include advice to the Master that the specific
1256 sailing instructions for the passage in and out and through the area of hostilities
1257 will be issued by Owner.

1258 Owner, upon receipt of Charterer's voyage instructions, shall determine the level
1259 and nature of risk in the hostile area(s) and issue specific cautionary sailing
1260 instructions directly to the Vessel with copy to Charterer's office on an urgent
1261 basis.

1262 Owner's specific cautionary sailing instructions shall include passage timing,
1263 recommended routing, speed in and out and through the area(s) of hostilities, and
1264 other specific cautionary instructions.

1265 **22 Exceptions**

1266 **a Loss, Damage, Delay**

1267 The Vessel, Master and Owner shall not, unless otherwise expressly provided in
1268 the Charter, be responsible for any loss or damage to cargo arising or resulting
1269 from: any act, neglect, default or barratry of the Master, pilots, mariners or other
1270 servants of the Owner in the navigation or management of the Vessel; fire, unless
1271 caused by the personal design or neglect of Owner; collision, stranding, or peril,
1272 danger or accident of the sea or other navigable waters; or from explosion,
1273 bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or
1274 machinery.

1275 Neither the Vessel, the Master or Owner, nor Charterer, shall, unless otherwise
1276 expressly provided in the Charter, be responsible for any loss or damage or delay
1277 or failure in performing hereunder arising or resulting from: act of God; act of
1278 war; perils of the sea; act of public enemies, pirates or assailing thieves; arrest or
1279 restraint of princes, rulers or people, or seizure under legal process provided
1280 bond is promptly furnished to release the Vessel or cargo; strike or lockout or
1281 stoppage or restraint of labor from whatever cause, either partial or general; or
1282 riot or civil commotion.

1283 **b Number of Grades**

1284 The Owner warrants the Vessel is constructed and equipped to carry (*Insert*
1285 *number of grades of cargo*) within the Vessel's natural segregations. If for any
1286 reason the Vessel, upon arrival at a loading port or place, is unable to load the
1287 required number of grades, Charterer will do its utmost to provide a suitable
1288 cargo consistent with the Vessel's capabilities, with any delay being for Owner's
1289 account. However, if such cargo cannot be provided within a reasonable time the
1290 Vessel is to proceed to the nearest repair port in ballast and there make all
1291 necessary repairs, any time and expense being for Owner's account.

1292 **c Limitation of Exceptions**

1293 The exceptions stated in Clause 22a shall not affect Owner's undertakings with
1294 respect to the condition, particulars and capabilities of the Vessel, the provisions
1295 for payment and cessation of hire, the obligations of the Owner under Clause 20
1296 in respect of the loading, handling, stowage, carriage, custody, care, and
1297 discharge of cargo in the Charter, and/or Charterer's option(s) to terminate the
1298 Charter in accordance with the Charter terms.

1299 **23 Salvage**

1300 All salvage moneys earned by the Vessel shall belong to Owner.

1301 **24 ITOPF**

1302 Owner warrants that it is a member of the International Tanker Owners' Pollution
1303 Federation ("**ITOPF**") and that Owner will retain such membership during the Charter
1304 Term.

1305 **25 Clean Seas**

1306 Owner agrees to participate in Charterer's program covering oil pollution avoidance
1307 ("**Program**"). Such Program requires compliance with latest International Maritime
1308 Organization ("**IMO**") and Port State regulations. The Program prohibits discharge
1309 overboard of all oil and all oily water, oily ballast or oil in any form unless in
1310 compliance with IMO and Port State local regulations or under extreme
1311 circumstances whereby the safety of the Vessel, cargo, or life at sea would be
1312 imperiled. Owner shall ensure that the Vessel's personnel comply with the following:

1313 **a Retention of Residues**

1314 Subsequent to the date of delivery, and in the course of the ballast passage
1315 before presenting for delivery hereunder, any oily residues remaining in the
1316 Vessel from its previous cargoes shall be retained on board and shall be handled
1317 according to Charterer's instructions.

1318 **b Tank Washings**

1319 During tank washing, the tank washings shall be collected into one cargo
1320 compartment and, after maximum separation of free water, such free water shall
1321 be discharged overboard to the extent permitted by applicable regulations.
1322 Thereafter, Charterer shall be notified promptly by electronic mail, facsimile, or
1323 telex of the estimated quantity of the segregated tank washings and the type and
1324 source of such washings. If Charterer requires that demulsifiers shall be used for
1325 the separation of oil and water, such demulsifiers shall be obtained by Owner and
1326 paid for by Charterer. When specifically requested by Charterer (e.g., for third-
1327 party re-lets), Owner shall ensure that the Master, on the Vessel's arrival at the
1328 loading port(s) or place(s) during the Charter does the following:

- 1329 1) Arranges for the measurement of the segregated tank washings in
1330 conjunction with the cargo supplier(s).
- 1331 2) Records the quantity of tank washings so measured in the Vessel's ullage
1332 record.
- 1333 3) Issues a Slop Certificate.
- 1334 4) Arranges that the Slop Certificate and/or Vessel's ullage record be duly
1335 signed by the cargo supplier(s) and promptly sent to Charterer.

1336 **c Disposition of Residues**

1337 The segregated tank washings and any other oily residues on board
1338 ("Residues") shall, at Charterer's option, be pumped ashore into slop facilities at
1339 the loading port(s) or place(s), commingled with the cargo to be loaded, or
1340 segregated from the cargo to be loaded. If Charterer requires the Master to
1341 discharge the Residues at facilities at loading port(s) or place(s), the cost of such
1342 facilities and the ultimate disposal of the Residues shall be for Charterer's sole
1343 account. If Charterer requires Residues to be kept separate from the cargo to be
1344 loaded, such Residues shall, at Charterer's option, be discharged at the
1345 discharging port(s) or place(s) in accordance with Charterer's instructions.

1346 **d Additional Pollution Prevention Measures**

- 1347 1) Owner will also arrange for the Vessel to adhere to Charterer's Program
1348 covering oil pollution avoidance during off-hire periods within the Charter
1349 Term, including the preparation of cargo tanks for dry-docking and repairs.
- 1350 2) The Vessel will take all necessary precautions while loading and discharging
1351 cargo or bunkers, as well as ballast, to ensure that no oil will escape
1352 overboard.
- 1353 3) Nothing in Charterer's instructions shall be construed as permission to pollute
1354 the sea by the discharge of oil or oily water, etc.
- 1355 4) The Vessel shall have a safe and efficient means of transferring engine room
1356 and pump room bilge liquids to designated holding tanks onboard, for
1357 disposal in accordance with international, flag state, and port state
1358 regulations.
- 1359 5) Pumphoom stripping line overboard discharges shall be suitably blanked off
1360 before arriving in port. Such blanks are to be installed and retained in the
1361 lines throughout the entire period that the Vessel is in coastal waters.

1362 **26 Cargo Measurement**

1363 **a Loading Requirements**

1364 Prior to loading, the Master shall measure the on board quantities of oil, water
 1365 and sediment residues that are segregated in all holding tanks and slop tanks
 1366 and those that remain in cargo tanks and, if requested, shall advise supplier(s)
 1367 and Charterer of such quantities. After loading, the Master shall determine the
 1368 cargo quantities loaded, expressing these cargo quantities in barrels at standard
 1369 temperature (60° F), using for such calculations the latest Manual of Petroleum
 1370 Measurement Standards issued by the American Petroleum Institute ("**API**
 1371 **MPMS**") or similar standards issued by the American Society of Testing and
 1372 Materials. A written tank-by-tank ullage report containing all measurements of oil,
 1373 water and sediment residues on board prior to loading and quantities of cargo
 1374 loaded shall be prepared and promptly submitted by the Master to Charterer.

1375 **b Letter of Protest**

1376 If the Master's calculations of cargo loaded (oil, water and sediment residues on
 1377 board excluded), after applying the Vessel's Experience Factor ("**VEF**"), show
 1378 any deficiency from the Bill of Lading figures, the Master shall, if investigation and
 1379 recalculation verify such deficiency, issue a Letter of Protest to supplier(s) (which
 1380 should, if practicable, be acknowledged) and shall immediately advise Charterer
 1381 of such deficiency by electronic mail, telex or radio and thereafter shall send a
 1382 copy of the Letter of Protest to Charterer. The Vessel shall have on board
 1383 sufficient historical information for the calculation of a VEF using the latest edition
 1384 of the API MPMS. The Master shall calculate and apply the VEF, as so
 1385 determined, during all loadings.

1386 **c Discharging Requirements**

1387 Prior to discharging, the Master shall measure the quantity of each grade of cargo
 1388 on board, expressing these quantities in barrels at standard temperature (60°F),
 1389 using the same calculation procedures specified in Clause 26a. Before and after
 1390 discharging, the Master shall cooperate with shore staff to ascertain discharged
 1391 quantities. The Vessel shall be obliged to discharge all liquid oil and, if ordered
 1392 by Charterer, any residues of oil, water and sediment. The Vessel's just-
 1393 mentioned obligation shall not in any way be qualified or limited by any purported
 1394 "custom of the trade" that is based on a deemed in-transit loss and that,
 1395 otherwise, could excuse the Vessel from failure to discharge all liquid cargo and
 1396 residues.

1397 **d Inspection**

1398 Charterer may employ an inspector, at its expense, to verify the quantities and
 1399 qualities of cargo and residues on board the Vessel at both loading and
 1400 discharging port(s) and/or place(s). If the Vessel is equipped with an Inert Gas
 1401 System, depressurization of tanks to permit ullage measurements shall be
 1402 allowed in accordance with the provisions of the most recent Inert Gas Systems
 1403 of Oil Tankers publication issued by the IMO.

1404 **27 Insurance Costs and Liability Levels**

1405 **a Insurance Required**

1406 Owner warrants that, throughout Vessel's service under the Charter, Owner shall
 1407 have full and valid Protection and Indemnity Insurance ("**P&I Insurance**") for the

1408 Vessel, as described in Clause 27b, with the P&I Insurance placed with a
1409 Charterer pre-approved Protection and Indemnity Club ("**P&I Club**") that is a
1410 Member of the International Group of P&I Clubs ("**International Group**"). This
1411 P&I Insurance shall be at no cost to Charterer except as otherwise provided in
1412 Clause 27c and Clause 27e.

1413 **b Liability Coverage**

1414 The P&I Insurance must include coverage against liability for cargo loss/damage
1415 and against liability for pollution ("**Pollution Liability**") in the maximum coverage
1416 amount(s) per incident for each of the foregoing categories of liability as made
1417 available by any P&I Club in the International Group at the commencement of
1418 each policy year or other applicable period of coverage during the Charter Term
1419 (but only US\$ 1,000 million (one billion dollars) per incident cover for Pollution
1420 Liability is required if such cover is available from a P&I Club). All administrative
1421 expenses incurred by Owner in placing and/or changing P&I Insurance coverages
1422 in order to comply with Clause 27 shall be for Owner's sole account.

1423 **c Surcharge Costs**

1424 Charterer shall, except as otherwise provided in Clause 27, reimburse Owner for
1425 any documented net surcharges properly due and paid by Owner under the P&I
1426 Insurance for U.S. voyages directed under the Charter by Charterer; provided,
1427 however, that any reimbursement obligation of Charterer shall be conditioned
1428 upon Owner fully meeting the requirements of Clause 4j. Any request by Owner
1429 for reimbursement under Clause 27c shall be submitted to Charterer, along with
1430 appropriate supporting documentation, on a quarterly basis. The phrase "net
1431 surcharges" as used in Clause 27c shall mean the surcharges, as described
1432 above, paid by Owner after taking into consideration any and all discounts and/or
1433 rebates received or receivable by Owner, or to Owner's credit under the P&I
1434 Insurance ("**Net Surcharges**").

1435 **d Increased Costs**

1436 US\$ 1,000 million (one billion dollars) per incident coverage for Pollution Liability
1437 under P&I Insurance ("**Insurance Coverage**") is currently available in
1438 accordance with Clause 27b. Notwithstanding anything to the contrary in the
1439 Charter, Charterer's maximum liability for Net Surcharges shall be limited in
1440 amount to the highest Net Surcharges cost ("**Maximum Surcharge Cost**") under
1441 the Insurance Coverage paid by Owner in the Charter term during the last
1442 availability of such Insurance Coverage to Owner in accordance with Clause 27b.
1443 If the amount of the Net Surcharges increases above the Maximum Surcharge
1444 Cost, the amount of such increase ("**Increased Surcharge Cost**") shall be for
1445 Owner's sole account, subject, however, to Clause 27e. If Owner is required,
1446 under Clause 27b, to obtain coverage for Pollution Liability under P&I Insurance
1447 in excess of US\$ 1,000 million (one billion dollars) per incident and the net cost to
1448 Owner of such coverage — aside from any surcharge cost — is greater than the
1449 net cost to Owner that was applicable under the Insurance Coverage in the
1450 Charter Term during the last availability of such Insurance Coverage to Owner in
1451 accordance with Clause 27b, this additional net cost ("**Additional Non-**
1452 **surcharge Cost**") shall be borne solely by Owner, subject, however, to Clause
1453 27e.

1454 **e Negotiation of Increased Costs**

1455 If Owner incurs Increased Surcharge Cost and/or Additional Non surcharge Cost
1456 ("**Cost(s)**") and finds payment thereof burdensome, then Owner may call in
1457 writing for negotiations with Charterer with respect to Owner's payment of such
1458 Cost(s). In the event Owner so calls for negotiations and there is no agreement
1459 reached with respect to such Cost(s) in writing between Owner and Charterer
1460 within sixty (60) days after Owner calls for such negotiations, Owner may, upon
1461 written notice to Charterer, terminate the Charter effective when the Vessel is
1462 cargo free, without liability on either party except for sums, if any, owed by either
1463 party under the Charter as of the date of Vessel redelivery; provided, however,
1464 that if negotiations are so called for by Owner and agreement is not reached as
1465 aforesaid, Charterer shall have the option, at its sole discretion, to either pay the
1466 subject Cost(s) or provide a reasonable alternative thereto, in which case Owner
1467 shall have no right to terminate the Charter under Clause 27e. Any payment by
1468 Charterer, or provision of an alternative to payment with respect to specific
1469 Cost(s), shall not be deemed an agreement by Charterer to pay any other, or
1470 future, Increased Surcharge Cost and/or Additional Non surcharge Cost.

1471 **f Notice to Charterer**

1472 Owner shall give Charterer timely written notice of all pertinent details in
1473 connection with any renewal or new placement of P&I Insurance required by
1474 Clause 27, failing which any reimbursement obligation of Charterer under Clause
1475 27 shall cease.

1476 **g Lapse of Coverage(s)**

1477 If required by Charterer, Owner shall, as soon as is reasonably possible, furnish
1478 to Charterer such evidence of the insurance(s) required under Clause 27 as
1479 Charterer may reasonably request. If there is a failure or lapse of such
1480 insurance(s) for any reason ("**Non Coverage**") at any time during the Charter
1481 term, Charterer shall have the option on written notice to Owner to terminate the
1482 Charter when the Vessel is cargo-free. A termination or failure to terminate the
1483 Charter in accordance with Clause 27g shall be without prejudice to any claims
1484 for damages that Charterer may have by reason of Owner's fault for Non
1485 Coverage.

1486 **28 Change of Ownership**

1487 Owner's rights and obligations under the Charter are not transferable by sale or
1488 assignment without Charterer's written pre-consent. In the event of the Vessel being
1489 sold or the Charter being assigned without such Charterer consent, in addition to its
1490 other rights, Charterer may, at its absolute discretion, terminate the Charter.

1491 **29 Arbitration**

1492 Any and all differences and disputes of whatsoever nature arising out of the Charter
1493 shall be put to arbitration in the city of New York, pursuant to the laws relating to
1494 arbitration there in force, before a board of three persons, consisting of one arbitrator
1495 to be appointed by Owner, one by Charterer, and one by the two so chosen. The
1496 decision of any two of the three on any point or points shall be final. Until such time
1497 as the arbitrators finally close the hearing, either party shall have the right by written
1498 notice served on the arbitrators and on the other party to specify further disputes of
1499 differences under the Charter for hearing and determination. The arbitrators may
1500 grant any relief which they, or a majority of them, deem just and equitable and within

1501 the scope of the agreement of the parties, including, but not limited to, specific
1502 performance. Awards, made pursuant to Clause 29 may include costs, including a
1503 reasonable allowance for attorney's fees, and judgment may be entered upon any
1504 award made hereunder in any court having jurisdiction in the premises.

1505 **30 Assignment and Sublet**

1506 Notwithstanding any other provisions of the Charter, Charterer may assign all of its
1507 rights and obligations under the Charter to any of Charterer's associated or affiliated
1508 companies. Charterer shall also have the right to sublet the vessel but, in the event
1509 of a sublet, Charterer shall always remain responsible for the fulfillment of the Charter
1510 in all its terms and conditions.

1511 **31 Business Policy**

1512 Owner agrees to comply with all laws and lawful regulations applicable to any
1513 activities carried out in the name, or otherwise on behalf, of Charterer under the
1514 provisions of the Charter. Owner agrees that all financial statements, billings and
1515 reports rendered by Owner to Charterer, as provided for in the Charter, shall, in
1516 reasonable detail, accurately and fairly reflect the facts about all activities and
1517 transactions handled for the account of Charterer.

1518 **32 Interpretation and Law**

1519 The interpretation of the Charter and the rights and obligations of the parties hereto
1520 shall be governed by the laws applicable to charter parties made in the city of New
1521 York. The headings of Clauses and paragraphs are for convenience of reference
1522 only and shall not affect the interpretation of the Charter. No modification, waiver or
1523 discharge of any term of the Charter shall be valid unless in writing and signed by the
1524 party to be charged therewith. Notwithstanding anything in the Charter to the
1525 contrary, the Charter shall not be interpreted or applied so as to require Owner or
1526 Charterer to do, or to refrain from doing, anything which would constitute a violation
1527 of, or result in a loss of economic benefit under, United States anti-boycott or export
1528 control laws and regulations. When used in the Charter in relation to Charterer, the
1529 terms "associated or affiliated company" or "associated or affiliated companies" shall
1530 include Exxon Mobil Corporation, or any division of Exxon Mobil Corporation, or any
1531 company (other than Charterer) that is directly or indirectly owned, in whole or in part,
1532 by Exxon Mobil Corporation. The term "Clause," when used in the Charter, shall
1533 mean a clause of the Charter. The options granted to Charterer to cancel or
1534 otherwise terminate the Charter are both individual and cumulative. Charterer's
1535 exercise, or failure to exercise, any option to cancel or terminate the Charter shall not
1536 affect any other option granted to Charterer to terminate or cancel the Charter.

1537 **IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS CHARTER PARTY**
1538 **TO BE EXECUTED IN DUPLICATE THE DAY AND YEAR HEREIN FIRST ABOVE**
1539 **WRITTEN.**

1540 **WITNESS** **FOR OWNER**
1541 _____ BY: _____
1542 TITLE: _____
1543 DATE SIGNED: _____

1544 **WITNESS** **FOR CHARTERER**
1545 _____ BY: _____
1546 TITLE: _____
1547 DATE SIGNED: _____

1548

1548

Appendix A — Warranted Description of the Vessel

1549

1. Vessel Particulars:

1550

A. Name: M.T. _____ Flag: _____ Yr. Blt. _____ Type: Tanker

1551

Lloyd's/IMO Number: _____

1552

B. Registered owner: _____

1553

Commercial manager: _____

1554

Technical manager: _____

1555

Class. Soc.: _____ Classification: _____ Builder: _____ Hull

1556

No.: _____

1557

C. SDWT: _____ Summer draft: _____ Displacement: _____

1558

Scantling DWT: _____ Scantling draft: _____ Ballast

1559

draft at sea: _____

1560

D. LOA: _____ Beam: _____ Depth: _____ Gross Tons: _____ Net

1561

Tons: _____ SCNT: _____

1562

E. Single Hull: Y / N Double Bottom: Y / N Double Sides: Y / N Double

1563

Hull: Y / N

1564

Date of construction contract: _____

1565

If double hull, does it meet IMO Requirements: Y / N

1566

Is vessel inherently stable? Y / N

1567

If single hull, does it have MARPOL segregated ballast tank capacity (SBT)?

1568

Y / N

1569

F. Height from keel to masthead: _____ Height of manifold at summer

1570

draft: _____

1571

TPI: _____ TPC: _____

1572

G. Lightship weight: _____ Corresponding mean draft: _____

1573

H. Max. freeboard amidships in ballast (segregated ballast only & within port

1574

stress limit for hull): _____

1575

I. Height of manifold above waterline at completion of discharge: _____

1576

Minimum air draft in departure ballast condition: _____

1577

J. Distance to center of manifolds - From Bow: _____ From

1578

Stern: _____

1579

K. Distance from spring line to center of manifolds - FWD: _____ AFT:

1580

1581

L. Distance from manifold to bridge wing: _____

1582

M. Is a helicopter landing area marked? Y / N Location: P / S

1583

N. Accommodation ladder leads aft? Y / N

1584

O. Does vessel have a cargo control room? Y / N If not, cargo control area? Y /

1585

N Equipment in cargo control area: _____

1586

P. How many continuous longitudinal bulkheads are there in the cargo area -

1587

including double hull wing tank bulkheads?: _____ In the bottom ballast

1588

tanks?: _____

- 1589 Q. If no COT or no WBT continuous longitudinal bulkhead, total number of tanks
1590 that can be slack with GM > 0.15 m and WBTs at 2% to 5% fill level
1591 _____
- 1592 R. Vessel's P&I Club: _____
- 1593 S. Next scheduled dry-dock period: _____

1594 **2. Engine Room Information**

- 1595 A. Propulsion engine - Type: _____ Rating: _____ Maker:
1596 _____
- 1597 Propulsion fuel consumption: _____ T/D (10,200 kCal/kg Fuel) Highest
1598 grade fuel: _____ cst
- 1599 Auxiliary fuel consumption: _____ T/D Highest grade fuel _____
1600 cst
- 1601 B. All weather speed - Laden: _____ Ballast: _____
- 1602 For lightering, lowest sustainable speed: _____
- 1603 Barred speed range(s), if any: _____ knots
- 1604 C. Cruising range at maximum horsepower: _____ NM
- 1605 D. Fuel consumption for full tank cleaning: _____ MT
- 1606 E. Fuel consumption for full heating: _____ T/D
- 1607 F. Number and type of fresh water evaporator: _____
1608 Capacity: _____
- 1609 G. Fresh water consumption - Boilers: _____ T/D Domestic: _____ T/D
- 1610 H. Type of bilge water separator: _____
1611 Capacity: _____ T/D
- 1612 I. Other means of bilge water disposal: _____
- 1613 J. Number of independent steering motors or pumps: _____
- 1614 K. In the event of main power failure, will one of the steering pumps/motors
1615 operate? Y / N
- 1616 L. Does the steering system comply with SOLAS II 1 Regulation 29, paragraph
1617 16, or paragraph 20 if built prior to September 1, 1994? Y / N
- 1618 M. Is the engine room fitted with a high-level bilge alarm? Y / N
- 1619 N. Is the vessel fitted with a bow thruster? Y / N

1620 **3. Tanks**

- 1621 A. Number of cargo tanks - Center: _____ Wing: _____
- 1622 Cargo tank capacity (100%): _____ M³
- 1623 B. Number of slop tanks: _____
- 1624 Slop tank capacity (100%): _____ M³
- 1625 Are slop tanks coated? Y / N Type of coating: _____

- 1626 C. Are slop tanks coiled? Y / N Coil material: _____ Are
1627 cargo tanks coiled? Y / N Is there a cargo heating medium (e.g. coils or heat
1628 exchangers) with sufficient capacity to raise the cargo temperature by 4°C per
1629 day to at least 57°C and maintain the cargo temperature at 57°C throughout
1630 the loaded passage and the discharge? Y / N
- 1631 Coil or heat exchanger material: _____
- 1632 D. Can cargo at a temperature of 74°C be loaded? Y / N If no, maximum
1633 allowed temperature: _____
- 1634 E. Total capacity of bunker tanks - Fuel Oil: ____ MT Diesel Oil: ____ MT
- 1635 F. Are bunker tanks fitted with a gauging system? Y / N
1636 Are bunker tanks fitted with independent high-level alarms? Y / N
- 1637 G. Number of segregated ballast tanks: ____ Total capacity: _____ MT
1638 Are ballast tanks fitted with a gauging system? Y / N Type of gauging
1639 system: _____
- 1640 H. Are cargo tanks fitted with gauging system? Y / N Slop Tanks? Y / N
1641 Type gauging system - COT: _____ Slop: _____
- 1642 I. Are cargo tanks including slop tanks fitted with high-level alarms on the
1643 gauging system? Y / N
1644 Are they also fitted with independent high-level alarms (as a back-up to the
1645 gauging system)? Y / N
- 1646 J. No. and capacity of natural cargo tank groups:
1647 _____
- 1648 K. Are natural groups segregated by double valves? Y / N Are groups cross-
1649 connected? Y / N
1650 Are cross connections double valves? Y / N
- 1651 L. Are cargo tanks coated? Y / N Type(s) of coating: _____
1652 Are ballast tanks coated: Y / N Type of coating: _____
- 1653 M. Are aluminum anodes used in cargo or ballast tanks? Y / N If yes, are they
1654 shielded? Y / N
1655 Maximum distance above tank bottom: _____ Do anodes contain >0.02%
1656 Mg or 0.10% Si? Y / N
- 1657 N. Are the cargo tanks, including heating coils, free of copper, zinc, cadmium and
1658 their alloys? Y / N
- 1659 O. Is a tank coating condition record maintained onboard?
1660 For COT: Y / N For WBT: Y / N
- 1661 P. How many incompatible grades can be carried with double valve segregation:
1662 _____

1663 **4. Pipelines, Pumps and Vent System**

- 1664 A. Is segregated ballast handled by separate pump and line? Y / N

- 1665 B. Are overboard stripping and/or cargo lines fitted with spectacle blank? Y / N
 1666 If not fitted with blanks, are they provided with double valves with an integrity
 1667 testing arrangement? Y / N
- 1668 C. Type of tank vent system: _____
 1669 Capacity: _____ M³/H
- 1670 D. Do tank vent locations and velocities comply with Chapter 16 of the
 1671 International Safety Guide for Oil Tankers and Terminals (ISGOTT)? Y / N
- 1672 E. Do tanks have individual high capacity pressure/vacuum breaking devices
 1673 (with no valve or blind to tank) for cargo loading/discharge? Y / N If No, is
 1674 there a positive means of preventing tank over/under pressure: e.g., an
 1675 interlock between isolating valve and tank hatch? Y / N
- 1676 F. Maximum loading rate accepted: _____ M³/H
- 1677 G. Number and type of cargo pumps: _____
 1678 Capacity of each: _____ M³/H at head of: _____ Mlc with a
 1679 specific gravity of: _____
- 1680 H. Pressure at manifold at rated pump capacity: _____
- 1681 I. If equipped with deepwell pumps, can vessel load without going through the
 1682 pumps (i.e., independent drop lines)? Y / N
- 1683 J. Are cargo pumps fitted with over-speed trips? Y / N Are they fitted with high
 1684 temperature alarms? Y / N Are they fitted with high temperature trips? Y / N
- 1685 K. Type of cargo stripping equipment: _____
- 1686 L. Capacity of cargo stripping equipment: _____
- 1687 M. Are main cargo lines equipped with stripping suctions? Y / N
- 1688 N. Are cargo valves at the pump room bulkhead of the gate type? Y / N Material
 1689 of the valves: _____
- 1690 O. Are separate stripping lines fitted? Y / N
- 1691 P. Can ballast and cargo be handled simultaneously with double valve
 1692 segregation at all times within the pump room and in the cargo tank area? Y
 1693 / N
- 1694 Q. Can the vessel de-ballast in 12 hours? Y / N Can this requirement be met if
 1695 ballast must be pumped ashore? Y / N
- 1696 R. No. and type of ballast pumps: _____
 1697 Capacity of each: _____ M³/H At head of: _____ Mlc
- 1698 S. Is vessel equipped with Loadmaster or other equipment to ascertain hull
 1699 stress during cargo handling? Y / N
- 1700 T. If double hull, does computer also calculate intact stability? Y / N Is a warning
 1701 alarm fitted? Y / N
- 1702 U. Is vessel equipped with a fixed system to continuously monitor for flammable
 1703 atmospheres:
 1704 In the cargo pump room, if fitted? Y / N Sensor/sampling points at bottom of
 1705 pump room? Y / N At top of pump room? Y/N

- 1706 In cofferdams? Y / N Other spaces? (list) _____
- 1707 V. Emergency cargo pump shut-down in cargo control room? Y / N In upper
- 1708 pump room? Y / N At manifold? Y / N
- 1709 W. Do cargo seachests have double valves? Y / N Type of Valve(s):
- 1710 _____ Material: _____
- 1711 X. Do cargo seachest valves have tightness testing arrangement? Y / N
- 1712 Y. Is pump room fitted with a high-level bilge alarm? Y / N
- 1713 Z. Is vessel structure limited to no more than 30% high strength steel?
- 1714 Y / N If NO, has an advanced structural analysis been performed?
- 1715 Y / N By whom? _____
- 1716 AA.If DH, are ballast/double hull spaces fitted with horizontal flats at 4-6 m.
- 1717 increments, or stringers or oversize longitudinals with guard rails, for safe,
- 1718 easy inspections? Y / N
- 1719 BB.Date of last pressure test of cargo piping and valves: _____

5. Cargo Manifolds

- 1720 A. No. and size of flanges: _____ Material and standard: _____
- 1721 B. Flange distance from rail: _____ Distance between flanges:
- 1722 _____
- 1723
- 1724 C. Flange height above deck: _____ Type of manifold valves:
- 1725 _____
- 1726 D. Material of manifold valves: _____
- 1727 E. No. of reducers available: _____ Sizes: _____
- 1728 Standard: _____
- 1729 F. Are manifold pressure gauges fitted outboard of the manifold valves? Y / N
- 1730 G. Are cargo manifolds, bunker connections, and lifting equipment in complete
- 1731 conformity with OCIMF standards including a vapor recovery (fore and aft of
- 1732 manifold) system? Y / N
- 1733 List exceptions: _____
- 1734 H. Capacity of hose handling boom (SWL): _____ Location: P / S
- 1735 Boom length: _____ M Reach outboard from deck edge: _____ M
- 1736 I. Are cross connections at manifold between tank groups protected by blinds?
- 1737 Y / N Double valves? Y / N A combination of valve and blind? Y / N

6. Inert Gas and Tank Washing System

- 1739 A. Manufacturer of I.G. system: _____
- 1740 Deck seal type (wet, semi-dry, dry): _____
- 1741 B. Is manual for operation of IGS on board? Y / N
- 1742 C. Number of portable O₂ meters available on board: _____
- 1743 Does fixed O₂ meter have a recorder? Y / N

- 1744 D. Number MSA Tankscoptes (or equivalent) available on board: _____
- 1745 E. Is vessel equipped for full tank washing? Y / N
- 1746 F. Type and total number of fixed machines: _____
- 1747 G. Can machines be programmed? Y / N Full cycle time: ____ minutes
- 1748 H. How many machines can be operated simultaneously? _____
- 1749 I. Is manual for tank washing operations on board? Y / N
- 1750 J. Do vessel personnel have tank washing experience? Y / N
- 1751 K. If DH, can ballast spaces be inerted in an emergency? Y / N
- 1752 Is a fixed inerting system installed? Y / N
- 1753 Can ballast spaces be purged with air? Y / N
- 1754 Is a fixed purging system installed? Y / N
- 1755 L. Is there a topping-off inert gas generator? Y / N

7. Mooring Equipment

- 1756 A. Number of self-stowing winches - Forecastle: _____
- 1757 Fwd. Main Deck: _____ (No. Portside _____)
- 1758 Aft Main Deck: _____ (No. Portside _____)
- 1759 Poop Deck: _____
- 1760 Are these winches split drum type? Y / N
- 1761 B. Winch brake holding capacity: ____ Heaving capacity: _____
- 1762 If brake holding capacity exceeds 60% of line breaking strength (Item 7E), can
- 1763 it be adjusted to 60%? Y / N
- 1764 Brake Application - Spring w/Hyd. Release? Y / N Hand Wheel? Y / N
- 1765 Other? _____
- 1766 C. Is brake testing kit available? Y / N Are torque wrenches available? Y / N
- 1767 D. Number of mooring wires fitted on winch drums: _____
- 1768 E. Wire Length: _____ Diameter: ____ Breaking strength: ____ T
- 1769 F. Number of synthetic lines fitted on winch drums: _____
- 1770 G. Number of synthetic lines available on station: _____
- 1771 H. Synthetic line length: _____ Circumference: _____
- 1772 Breaking strength: _____ T
- 1773 I. Does vessel fully comply with OCIMF "Recommendations for Equipment
- 1774 Employed in the Mooring of Ships at Single Point Moorings"? Y / N
- 1775 List exceptions: _____
- 1776 J. Type of SPM mooring fitting installed: Tongue type / Smit / Other (specify)
- 1777 _____
- 1778 Number of SPM fittings: _____ Capacity: _____ MT
- 1779 Bow Chock Dimensions: _____ x _____ mm
- 1780

- 1781 K. Are mooring chocks of the closed type? Y / N Universal (roller) type? Y / N
1782 Panama type? Y / N
- 1783 How many bits forward of the manifold on the port side? _____
- 1784 L. If used, do synthetic mooring tails meet OCIMF Guidelines? Y / N
1785 Length of tails? _____
- 1786 M. Does vessel have equipment to rig fire wires? Y / N
- 1787 N. Does vessel have emergency towing per SOLAS Reg. 15-1? Y / N
1788 If NO, when will it be installed? _____ Is a towing bracket
1789 provided aft on upper deck? Y / N
- 1790 O. Are fender davits available on the portside fore and aft? Y / N
1791 SWL _____
- 1792 P. Anchor Holding Capacity: _____ MT Chain Size: _____
1793 Chain Length: _____
- 1794 Q. Number of messenger lines: _____ Length: _____ M
1795 Diameter: _____ mm.

1796 **8. Navigation Equipment**

- 1797 A. Number of Radars: _____ Gyro compasses: _____ Is Gyro Error Record
1798 Book kept? Y / N Is Course Recorder fitted? Y / N Is ARPA installed? Y / N
1799 / N Are manual radar plotting facilities available? Y / N
- 1800 B. Is vessel equipped with a magnetic compass? Y / N Is the Deviation Card
1801 current and posted? Y / N
- 1802 Is a magnetic compass off-course alarm fitted? Y / N
- 1803 C. VHF - No. of sets: _____ No. of channels: _____
1804 Location of extensions: _____
- 1805 D. Is vessel equipped with GPS? Y / N GPS with speed indication and Cross
1806 Track Error (XTE)? Y / N Navtex receiver? Y / N
- 1807 E. Is Satellite Communication System installed? Y / N Number of UHF walkie-
1808 talkies _____
- 1809 F. Is speed log installed? Y / N Two-axis Doppler speed log installed? Y / N
1810 Rate of Turn Indicator? Y / N Bridge wing repeaters for these indicators? Y / N
1811 / N
- 1812 G. Is a Depth Finder fitted? Y / N Does it have a recorder? Y / N
- 1813 H. Are RPM and Rudder Angle indicators fitted? Y / N At bridge wings? Y / N
1814 Is a "Bell" logger installed? Y / N Are there steering and engine controls
1815 on bridge wings? Y / N
- 1816 I. Is the vessel fitted with the following miscellaneous equipment:
1817 - Computer with modem? Y / N
1818 - Wind speed and direction system? Y / N

- 1819 - Fax? Y / N
- 1820 - Weather fax? Y / N
- 1821 - Three cellular telephones? Y / N
- 1822 J. Is there an established system to ensure the vessel is provided with all
- 1823 necessary nautical publications and charts of suitable scales for the trades
- 1824 intended? Y / N
- 1825 K. Are records maintained to verify regular updating and correction of all nautical
- 1826 publications and navigation charts? Y / N
- 1827 L. Does the vessel receive regular Notices to Mariners appropriate to the trading
- 1828 areas? Y / N

1829 **9. Oil Pollution Prevention**

- 1830 A. Height of main deck fish plate (gutter bar) - Amidships: _____ Aft:
- 1831 _____ Transverse: _____ cm
- 1832 B. Is there a deck dump-valve into the slop tanks? Y / N
- 1833 If yes, is a loop seal provided to contain pressure? Y / N
- 1834 C. Scupper plugs, type/material: _____
- 1835 If wood, are they cemented? Y / N
- 1836 D. Does vessel operate under an environmental policy covering wastes, garbage,
- 1837 sewage, noxious liquids/vapors and environmentally damaging substances?
- 1838 Y / N
- 1839 E. Is there adequate storage for readily available pollution control equipment: Y /
- 1840 N
- 1841 F. Do deck machinery, bunker manifolds and tank vents have fixed spill
- 1842 containment? Y / N Method of removing oil from enclosed
- 1843 area/containment: _____

1844 **10. Manuals/Logs/Training/Procedures**

- 1845 A. Are the following manuals/logs available on board:
- 1846 1) Bridge Procedure Manual? Y / N
- 1847 2) Deck Log? Y / N
- 1848 3) Oil Record Books (Deck and Engine)? Y / N
- 1849 4) Fire Fighting Manual? Y / N
- 1850 5) Record of Cargo Piping Tests? Y / N
- 1851 6) Material Safety Data Sheets? Y / N
- 1852 7) International Safety Guide for Oil Tankers and Terminals (ISGOTT), latest
- 1853 edition? Y / N
- 1854 8) ICS/OCIMF: Ship to Ship Transfer Guide (Petroleum), latest edition? Y / N
- 1855 9) Manual with maximum loading rates, tank venting capacity, maximum tank
- 1856 pressure and vacuum for each tank? Y / N

- 1857 10) IMO: Safety of Life at Sea (SOLAS) latest consolidated edition, Y / N
- 1858 11) IMO: Inert Gas Systems, latest edition? Y / N
- 1859 12) ICS: Guide to Helicopter/Ship Operations, latest edition Y / N
- 1860 13) ICS: Bridge Procedures Guide, latest edition Y / N
- 1861 14) IMO: Recommendations on Basic Principles and Operating Guidance
- 1862 Relating to Navigational Watchkeeping? Y / N
- 1863 15) IMO: International Convention on Standards of Training, Certification, and
- 1864 Watchkeeping (STCW 1995), latest edition? Y / N
- 1865 16) IMO: International Regulations for Preventing Collisions at Sea, 1972,
- 1866 latest edition? Y / N
- 1867 17) IMO: Ships Routing, latest edition Y / N
- 1868 18) U.K. Dept. of Trade Merchant Shipping Notice No. M.854? Y / N
- 1869 19) IMO: MARPOL 73/78 Consolidated Edition (1991) including 1992
- 1870 Amendments to Annex I and 1994-95 Amendments? Y / N
- 1871 20) Ship-specific Oil Transfer procedures (per U.S. Coast Guard
- 1872 requirements? Y / N
- 1873 21) ICS/OCIMF: Prevention of Oil Spillages through Cargo Pumproom Sea
- 1874 Valves, latest edition? Y / N
- 1875 22) IMO: Crude Oil Washing Systems, latest edition Y / N
- 1876 23) ICS/OCIMF: Clean Seas Guide for Oil Tankers - Retention of Oil Residues
- 1877 On Board, latest edition? Y / N
- 1878 24) OCIMF: Mooring Equipment Guidelines, latest edition? Y / N
- 1879 25) OCIMF: Recommendations for Equipment Employed in the Mooring of
- 1880 Ships at Single Point Moorings, latest edition Y / N
- 1881 26) OCIMF: Effective Mooring, latest edition? Y / N
- 1882 27) OCIMF: Guidelines for the Control of Drugs and Alcohol On Board Ships,
- 1883 latest edition? Y / N
- 1884 B. Do all Deck Officers attend radar refresher training? Y / N How often?
- 1885 _____
- 1886 C. List any special training possessed by officers (e.g., ship handling simulator
- 1887 courses, on board training, etc.) _____
- 1888 D. Other procedures established and available on board:
- 1889 1) Emergency response: Collision? Y / N Grounding? Y / N Oil spill? Y /
- 1890 N Fire? Y / N
- 1891 2) Tank Entry Permit Procedure? Y / N Is it required that the cargo tank
- 1892 and slop tank atmospheres be tested prior to loading or opening cargo
- 1893 tanks? Y / N Are results of these tests entered in a log? Y / N
- 1894 3) Mooring? Y / N
- 1895 4) Cargo handling? Y / N
- 1896 5) Maintenance and testing of equipment and systems? Y / N

1897 **11. Regulatory Requirements**

- 1898 A. Does vessel fully comply with all applicable international conventions, laws,
1899 regulations and/or other requirements of the country of the vessel's registry
1900 and of the countries and/or ports and/or places to which the vessel may be
1901 ordered while in Charterer's service? Y / N
- 1902 B. Dates of full compliance with the ISM Code: Company _____ Vessel
1903 _____

1904 **12. Manning/Licensing**

- 1905 A. Nationality and licenses of officers: _____
- 1906 B. Total Number of Deck Officers (Including Master): _____
1907 Total Number of Engineer Officers (Including Chief Engineer): _____
- 1908 C. Nationality of Radio Officer, if embarked: _____
- 1909 D. Nationality of Crew: _____
- 1910 E. No. AB's _____ No. of Oilers _____ Crew includes: Electrician Y / N
1911 Machinist Y / N Pumpman Y / N
- 1912 F. Highest license and years held for:
- 1913 Master: _____ Chief Engineer: _____
- 1914 Chief Officer: _____ First Assistant: _____
- 1915 Second Chief Off.: _____ Second Assistant: _____
- 1916 Second Officer: _____ Second Assistant: _____
- 1917 Third Officer: _____ Third Assistant: _____
- 1918 G. Attach professional histories of Master and Chief Officer showing extent of
1919 tanker experience, including open ocean lightering experience.
- 1920 H. Are Master and any Officer-in-Charge of cargo/bunker operations proficient in
1921 conversational English? Y / N
- 1922 I. Does the vessel operate under a Drug and Alcohol Policy that complies with
1923 ExxonMobil requirements? Y / N
- 1924 J. Do leave/rotation procedures include provisions for monitoring regular and
1925 relief crew competence and experience as well as controlling maximum hours
1926 worked and fatigue reduction steps? Y / N
- 1927 K. Do all officers possess valid certificates/licenses appropriate to their rank
1928 and/or position on the vessel and the intended trade, including Dangerous
1929 Cargo Endorsements per STCW '95? Y / N

1930 **13. Cargo Measurement and Sampling**

- 1931 A. Are vapor locks fitted? Y / N
- 1932 B. Vapor locks calibrated for:
- 1933 Ullage Measurement? Y / N Innage Measurement? Y / N Wedge Tables?
1934 Y / N

- 1935 C. Have the vapor lock calibrations been certified by a Classification Society or
1936 other recognized organization? Y / N If Yes, Name:
1937 _____
- 1938 D. Are sonic ullage tapes available? Y / N How many? _____
1939 Name of manufacturer: _____ (example: MMC, Hermetic,
1940 etc.)
- 1941 Can sonic tapes measure: Ullage? Y / N Temperature? Y / N Oil/Water
1942 interface layer? Y / N
- 1943 E. Are sampling devices available for use through vapor locks? Y / N
1944 Number of vapor lock sampling containers: _____ Size of Sample
1945 Container: _____ liters
- 1946 F. Number of certified reference standard thermometers: _____
- 1947 G. Number of Explosimeters: _____ Number of toxic gas detectors: _____ Are
1948 they certified to detect H₂S accurately in both air and inert gas environment?
1949 Y / N
- 1950 H. Do sounding pipes extend full depth of tanks? Y / N
- 1951 I. Are precautions against electrostatic ignitions (per ISGOTT) followed? Y / N

1952 **14. Navigation**

1953 Owner must warrant navigation and bridge procedures policy/manual (conforming
1954 to ICS/IMO STCW-1978 plus specific conditions/manning) will be acceptable to
1955 charterer. Indicate date that Vessel was/will be in full compliance with STCW
1956 1995: _____

1957 **15. Date of Last Dry-dock/Repairs and Shipyard Name**

1958 _____

1959 **16. Classification Society Surveys**

- 1960 A. Was last special survey conducted under Enhanced Survey Program? Y/N
1961 Date: _____
- 1962 B. Are the following on board:
- 1963 - Survey Planning Document? Y / N
- 1964 - Hull Structural Survey Report? Y / N
- 1965 - Executive Hull Summary? Y / N
- 1966 C. Date of next special survey: _____

1967 **17. Warranted Speed & Fuel Consumption**

1968 Propulsion Fuel Grade: _____

1969 Auxiliary Fuel Grade: _____

1970 <u>Fuel Consumption at Sea</u>	<u>Laden</u>	<u>Ballast</u>
1971 Warranty Speed (through Beaufort 6) knots	_____	_____

1972	Propulsion Fuel Consumption (MT/day)	_____	_____
1973	Auxiliary Fuel Consumption (MT/day)	_____	_____
1974	<u>Fuel Consumption in Port</u>	<u>At Anchor</u>	<u>Loading</u> <u>Discharging</u>
1975	Propulsion - grade Fuel (MT/day)	_____	_____
1976	Auxiliary - grade Fuel (MT/day)	_____	_____
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Appendix B — Institute Warranties

1. Warranted no:
 - a. Atlantic Coast of North America, its rivers or adjacent islands,
 - (1) north of 52-10 N and west of 50-00 W;
 - (2) south of 52-10 N in the area bounded by lines drawn between Battle Harbor/Pistolet Bay; Cape Ray/Cape North; Port Hawkesbury/Port Mulgrave and Baie Comeau/Matane, between 21st December and 30th April, both days inclusive.
 - (3) west of Baie Comeau/Matane (but not west of Montreal) between 1st December and 30th April, both days inclusive.
 - b. Great Lakes or St. Lawrence Seaway west of Montreal.
 - c. Greenland waters.
 - d. Pacific Coast of North America its rivers or adjacent islands north of 54-30 N or west of 130-50 W.
2. Warranted no Baltic Sea or adjacent waters east of 15-00 E:
 - a. North of a line between Mo (63-24 N) and Vasa (63-06 N) between 10th December and 25th May, both days inclusive.
 - b. East of a line between Viipuri (Vyborg) (28-47 E) and Narva (28-12 E) between 15th December and 15th May, both days inclusive.
 - c. North of a line between Stockholm (59-20 N) and Tallinn (59-24 N) between 8th January and 5th May, both days inclusive.
 - d. East of 22-00 E and south of 59-00 N between 28th December and 5th May, both days inclusive.
3. Warranted not north of 70-00 N other than on voyages direct to or from any port or place in Norway or Kola Bay.
4. Warranted no Bering Sea, no East Asian waters north of 46-00 N and not to enter or sail from any port or place in Siberia except Nakhodka and/or Vladivostock.
5. Warranted not to proceed to Kerguelen and/or Croset Islands or south of 50-00 S except to ports and/or places in Patagonia and/or Chile and/or Falkland Islands, but liberty is given to enter waters south of 50-00 S if en route to or from ports and/or places not excluded by this warranty.
6. Warranted not to sail with Indian Coal as cargo:
 - a. between 1st March and 30th June, both dates inclusive.
 - b. between 1st July and 30th September, both days inclusive, except to ports in Asia, not west of Aden or east of or beyond Singapore.