



tanker voyage charter party
ExxonMobil VOY2005

PREAMBLE

_____ PLACE

_____ DATE

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

PART I

(A) VESSEL DESCRIPTION AND POSITION:

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

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

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

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

(E) CARGO QUANTITY:

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

(F) CARGO DESCRIPTION:

(G) FREIGHT RATE:

Freight rate for Full Cargo or Part Cargo Minimum (hereinafter called "Base Freight Rate"):

Freight rate for quantity above Part Cargo Minimum (hereinafter called "Overage Freight Rate"):

(H) BILLING:

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

and paid to Owner at:

(I) LAYTIME: Total Laytime in running hours:

(J) DEMURRAGE / DEVIATION PER DAY:

In accordance with Part II, Clause 8, demurrage and/or deviation per day shall be based on:

Summer deadweight of Metric tons
or
Part Cargo Minimum plus Metric tons totalling Metric tons
or
United States dollars per day pro rata

(K) SPECIAL PROVISIONS:

(L) INCORPORATED CLAUSE(S):

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

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

WITNESS:

Owner
By: _____

WITNESS:

Charterer
By: _____

PART II

1. **DEFINITIONS.** In this Charter:
 - (a) "place" shall mean any berth, dock, anchorage, sea terminal, submarine line, alongside vessel and/or lighter, whether at anchor or underway, and/or any other place to which Charterer is entitled to order Vessel hereunder.
 - (b) "ILL Convention" shall mean the International Load Line Convention, 1966, or any amendment thereof as may be applicable to the voyage(s) to be performed hereunder.
 - (c) "Full Cargo" shall mean a cargo which fills Vessel to its minimum freeboard, as permitted by the ILL Convention, or fills the cubic capacity of Vessel's available cargo spaces, whichever occurs first, after leaving appropriate space in the tanks for the expansion of cargo.
 - (d) "Arrival in Berth" shall mean the completion of mooring of the Vessel when loading or discharging at a sea terminal, Vessel being all fast with gangway down and secure when loading or discharging alongside a wharf/berth or Vessel being all fast alongside a barge, lighter or other vessel when loading from or discharging to a barge, lighter or other vessel.
 - (e) Where it is stipulated herein that the Vessel shall meet some "requirement", such stipulation shall be taken to include any requirement that might be placed upon the Owner, operator, and/or personnel of the Vessel.
 - (f) "Affiliate" shall mean any company which is directly or indirectly owned or controlled, in whole or in part, by Exxon Mobil Corporation.
 - (g) Where it is stipulated herein that notices, advices, consents, approvals and other communications be given, same may, unless otherwise specified herein, be given by electronic mail, telex, facsimile, telephone or radio (if telephone or radio, subsequently confirmed in writing).
2. **VESSEL.**
 - (a) **DESCRIPTION / CONDITION.** Owner warrants that, from the time when the obligation to proceed to the loading port(s) or place(s) attaches and throughout Vessel's service under this Charter, Vessel shall be as described in Part I (A). Owner further warrants that, during the period just described, Owner shall exercise due diligence to ensure that Vessel and its hull, machinery, boilers, all tanks and all other equipment including, but not limited to, pipes, pumps, valves, inert gas and crude oil wash systems (if Vessel is so equipped), navigational equipment, heating coils and facilities, shall be fully functional and in good working order and condition and in every way seaworthy and fit to carry cargo and perform the voyage(s) required under this Charter.
 - (b) **COMPLEMENT.** Owner warrants that, during the period described in Paragraph (a) of this Clause, Vessel shall have a full and efficient complement of Master, officers and crew, with adequate training and experience in operating all Vessel's equipment, including, but not limited to, inert gas and crude oil wash systems (if Vessel is so equipped), and that Master and all officers shall possess valid and current certificates/documents issued or approved by the country of Vessel's registry. Owner further warrants the conversational English language proficiency of Master and officer(s) in charge of cargo and bunker oil handling.
 - (c) **COMPLIANCE.** Owner warrants that Vessel shall, during the period described in Paragraph (a) of this Clause, be in full compliance with all applicable international conventions, all applicable laws, regulations and/or other requirements of the country of Vessel registry and of the countries of the port(s) and/or place(s) to which Vessel may be ordered hereunder and all applicable regulations and/or requirements of any terminals or facilities in such port(s) or place(s) where Vessel shall load or discharge. Owner further warrants that Vessel shall have on board, during the subject period, all certificates, records or other documents required by the aforesaid conventions, laws, regulations and/or requirements.
 - (d) **BREACH.** If any of the warranties stipulated in this Clause are breached, any delay resulting therefrom shall not count as laytime or, if Vessel is on demurrage, as time on demurrage, and any expense attributable to such delay shall be for Owner's account.
 - (e) **SALE.** Owner warrants that the Vessel has not been sold, is not on offer to be sold, and will not be offered for sale during the period of this Charter.
3. **CLEANING.**
 - (a) Owner shall clean the tanks, pipes and pumps of Vessel at its expense to the satisfaction of Charterer's representative(s). If the cargo specified in Part I (F) is clean product and inspection of the tanks is required, Owner shall gasfree the tanks as necessary. Any time used for tank inspection and any re-inerting of Vessel shall count as laytime or, if Vessel is on demurrage, as time on demurrage. Any time required for cleaning and gasfreeing shall not count as laytime or, if Vessel is on demurrage, as time on demurrage. Compliance with this Clause shall not be deemed compliance with Owner's obligations under Clause 2, which are in no way lessened by this Clause.
 - (b) Vessel shall not be responsible for any admixture, if more than one quality of cargo is shipped, nor for contamination or deterioration in quality of the cargo unless the admixture, contamination or deterioration results from (i) unseaworthiness existing at the inception of loading which was discoverable by the exercise of due diligence or (ii) error or fault of the servants of Owner in the loading, care or discharging of the cargo.
 - (c) In performing its obligations under this Clause 3, Owner shall comply with the latest ISGOTT guidelines.
4. **VOYAGE(S).**
 - (a) Vessel shall proceed with utmost dispatch to any port(s) or place(s) as ordered by Charterer in accordance with Part I (C) and there load a cargo as specified in Part I (E) and (F). On completion of loading, Vessel shall then with utmost dispatch proceed to any port(s) or place(s) as ordered by Charterer in accordance with Part I (D) and there deliver said cargo. Except when required by reason of Vessel fault, lightering within port limits shall be at Charterer's expense.
 - (b) Owner shall timely transmit Charterer's voyage instructions in their entirety to the Vessel for Master's implementation. Owner shall ensure that Charterer is promptly advised of all accidents to, and/or pollutions involving, the Vessel and of any Vessel system failure. Notwithstanding anything contained in this Charter or in the voyage instructions, the Master and Owner shall continue to be fully and solely responsible for the operation, management and navigation of the Vessel throughout the Vessel's service under this Charter.
 - (c) Owner warrants that, throughout Vessel's service under this Charter, Owner shall have full and valid Protection and Indemnity Insurance ("P&I Insurance") for the Vessel, as described herein, with the P&I Insurance placed with a P&I Club which is a Member of the International Group of P&I Clubs. This P&I Insurance shall be at no cost to Charterer. The P&I Insurance must include full coverage against liability for cargo loss/damage and coverage against liability for pollution for an amount not less than US \$1,000 Million (One Billion Dollars) per incident. If requested by Charterer, Owner shall promptly furnish to the Charterer proper evidence of such P&I Insurance upon signing this Charter or at any time during the Charter term. The above warranty is to be regarded as an essential part of this Charter, which is conditional on its truth or performance, so that its breach entitles the Charterer, in Charterer's option, to terminate the Charter and/or to recover any damages allowable in law.
5. **MAXIMUM CARGO.** In no event shall Charterer be required to provide, nor shall Vessel load, a cargo quantity in excess of a Full Cargo. In addition, Charterer shall not be required to provide a cargo quantity in excess of the maximum cargo capacity specified in Part I (A). All time lost and expense incurred by reason of Vessel loading a quantity of cargo which puts Vessel, at any stage of the voyage(s) hereunder, below the marks permissible under the ILL Convention shall be for Owner's sole account.
6. **FREIGHT.**
 - (a) Freight shall be paid at the rate stipulated in Part I (G) and shall be computed on gross quantity as stated on the Bill of Lading and on quantity of documented tank washings if freight thereon is payable in accordance with Clause 33 (a); provided, however, that no freight shall be payable on any quantity of cargo which puts Vessel, at any stage of the voyage(s) hereunder, below the marks permissible under

	the ILL Convention. Deadfreight shall be paid in accordance with Clause 7. Except as provided in Clause 18 (h), no deduction from freight shall be made for water and/or sediment contained in the cargo, nor for any claim Charterer or cargo interests may have against Owner or Vessel arising under this Charter or Bills of Lading issued for the cargo. Payment of freight shall be made by Charterer without discount upon Charterer's receipt of notice of completion of discharge of cargo at last discharging place less any disbursements made to Master or Owner's agent(s) at port(s) or place(s) of loading and/or discharging plus cost of insurance, commissions and expenses on said disbursements and any other costs incurred by Charterer on Owner's behalf pursuant to this Charter.	75 76 77 78 79 80
	(b) WORLDSCALE. Unless otherwise stipulated herein, all rates, hours, terms and conditions in the Worldwide Tanker Nominal Freight Scale current on the date of this Charter (hereinafter called "WORLDSCALE") shall apply to this Charter regardless of when Vessel loads.	81 82
	(c) If cargo is carried between places and/or by a route for which no rate is expressed in WORLDSCALE, then, in the absence of agreement as to the freight rate, the parties hereto will apply to either of the publishers of WORLDSCALE for a binding determination of an appropriate WORLDSCALE rate.	83 84 85
	(d) Regardless of whether or not the freight specified in Part I (G) is lumpsum, for the purposes of Section 4(5) of the Carriage of Goods by Sea Act of the United States, or the corresponding provisions of any international regime that may otherwise apply in accordance with Clause 27, Owner and Charterer agree that the customary freight unit, shipping unit or unit (as the case may be) of the cargo is Metric ton.	86 87 88
	(e) Owner shall deduct in favor of Charterer an address commission of one point two five percent (1.25%) from freight, deadfreight, and demurrage payable under this Charter. Owner shall clearly identify such deduction on the freight, deadfreight and/or demurrage invoice.	89 90
7.	DEADFREIGHT. Should the entire cargo quantity specified in Part I (E) not be supplied, Master shall give immediate notice to Charterer that such cargo quantity has not been furnished, indicating shortage, and shall then await Charterer's instructions. Should Charterer fail to provide further cargo, Vessel, upon request of Charterer, shall then proceed on its voyage provided that the tanks in which the cargo is loaded are sufficiently filled to put it in a seaworthy condition. If any delay is caused to Vessel by reason of Master waiting for Charterer's instructions as aforesaid, such delay shall count as laytime or, if Vessel is on demurrage, as time on demurrage and any expense incurred by Vessel attributable solely to such delay shall be for Charterer's account. Deadfreight shall be paid at the Base Freight Rate on the shortage (being the difference between the cargo quantity specified in Part I (E) and the quantity loaded as shown on the Bills of Lading) provided such deadfreight charge is fully documented by cable advice from Master or by deadfreight certificate. Charterer shall be credited with any freight on residues earned by Owner in accordance with Clause 33(a)(iii).	91 92 93 94 95 96 97 98 99
8.	DEMURRAGE / DEVIATION RATE. The rate for demurrage and/or deviation shall be the fixed dollar figure specified in Part I (J) or the rate derived by determining the applicable rate from the WORLDSCALE Demurrage Table for tonnage specified in Part I (J) and multiplying that rate by the Base Freight Rate. If a Part Cargo Minimum basis is specified in Part I (E) and Charterer exercises its option to load additional cargo, any demurrage and/or deviation shall, nevertheless, remain payable at either the aforesaid fixed dollar rate or at the aforesaid rate based on the tonnage specified in Part I (J), whichever is applicable. The applicable rate under this Clause shall hereinafter be called "Demurrage Rate" or "Deviation Rate" as is appropriate.	100 101 102 103 104 105
9.	LOADING AND DISCHARGING PORT(S) / PLACE(S). (a) Charterer shall nominate loading or discharging port(s) and/or place(s) or order Vessel to a destination for orders. If Vessel is ordered to a destination for orders, Charterer shall thereafter nominate loading or discharging port(s) and/or place(s). All such nominations or orders shall be made in sufficient time to avoid delay to Vessel. (b) CHANGE OF DESTINATION. After nominating loading and/or discharging port(s) or place(s) pursuant to Paragraph (a) of this Clause, Charterer may nominate new port(s) or place(s), whether or not they are within the range of the previously nominated port(s) or place(s) and/or vary the rotation of any nominated port(s) or place(s) and Owner shall issue instructions necessary to make such change(s). It is understood and agreed, however, that the aforesaid option to nominate new loading port(s) or place(s) in different ranges shall lapse on Vessel tendering Notice of Readiness at a nominated loading port or place and that aforesaid option to nominate new discharging port(s) or place(s) in different ranges shall lapse on Vessel tendering Notice of Readiness at a nominated discharging port or place. If a change to, or varying the rotation of, nominated port(s) or place(s) occurs or if Vessel is sent to a destination for orders, any time by which the steaming time to the port(s) or place(s) to which Vessel is finally ordered exceeds that which would have been taken if Vessel had been ordered to proceed to such port(s) or place(s) in the first instance shall be compensated at the Deviation Rate per running day and pro rata for a part thereof. In addition, Charterer shall pay for extra bunkers consumed during such excess time at Owner's documented actual replacement cost at the port where bunkers are next taken. (c) Any order of Vessel to a destination for orders, all nominations and any renominations pursuant to this Clause shall be consistent with Part I (C) and (D).	106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122
10.	ESTIMATED TIME OF ARRIVAL (ETA). (a) Unless otherwise instructed, the following Estimated Time of Arrival (ETA) notifications shall be given. As soon as commencing the voyage to the nominated loading port(s) or place(s), but in no event later than seventy-two (72) hours prior to the commencement of laydays specified in Part I (B), Master shall advise Charterer and Vessel's agent and terminal of Vessel's estimated date and time of arrival at the nominated loading port(s) or place(s). Further, provided the length of the voyage permits, Master shall confirm or amend such advice seventy-two (72), forty-eight (48) and twenty-four (24) hours prior to Vessel's arrival at the loading port(s) or place(s). On leaving the final loading port or place, Master shall advise Charterer and Vessel's agent of Vessel's estimated date and hour of arrival at the nominated discharging port(s) or place(s). Further, provided the length of the voyage permits, Master shall confirm or amend such advice seventy-two (72), forty-eight (48) and twenty-four (24) hours prior to Vessel's arrival at the discharging port(s) or place(s). In addition, on leaving the final loading port or place, Master shall advise Charterer of expected maximum draft at arrival and, provided the length of voyage permits, shall confirm or amend such advice no later than seventy-two (72) hours prior to Vessel's arrival at the discharging port(s) or place(s). (b) An alteration of more than three (3) hours in the twenty-four (24) hour notice or an alteration of more than twelve (12) hours in any other advice given pursuant to Paragraph (a) of this Clause shall be advised by Master to Charterer and Vessel's agent. (c) If, for any reason, Vessel is unable to trim to even keel for arrival at the discharging port(s) or place(s), Master shall give notice of this to Charterer as soon as possible after receiving such loading instructions but no later than sailing from the final loading port or place. Such notice shall include Vessel's estimated arrival draft forward and aft. (d) If Master fails to comply with the requirements of Paragraphs (a), (b) and/or (c) of this Clause, any delay resulting therefrom at loading and/or discharging port(s) or place(s) shall not count as laytime or, if Vessel is on demurrage, as time on demurrage. (e) At each loading and discharging port or place, Master or Vessel's agent shall promptly notify Charterer of the dates and times the following events occurred: • Notice of Readiness to load/discharge tendered; • All fast; • Hoses connected; • Hoses disconnected; • All cargo documents on board; and • Vessel sailed.	123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148
11.	NOTICE OF READINESS. Upon arrival at customary anchorage or waiting place at each loading and discharging port or place, Master	149

	or Vessel's agent shall give Charterer or its representative notice that Vessel is in all respects ready to load or discharge cargo, berth or no berth. At each load port or place, the Vessel shall be fully bunkered for the intended voyage and the Notice of Readiness shall, without limitation, confirm such bunkering.	150 151 152
12.	CANCELLATION OF CHARTER. If Vessel has not tendered a valid Notice of Readiness ("NOR") by 1600 hours local time on the Cancelling Date specified in Part I (B) ("Cancelling Date"), Charterer shall have the right to cancel this Charter by notifying Owner or Owner's agent of such cancellation within forty-eight (48) hours local time after expiration of the said Cancelling Date, failing which this Charter shall remain in full force and effect; in which case, laytime shall commence no earlier than forty-eight (48) hours after the tender of NOR or on the commencement of loading, whichever occurs first. Charterer's cancellation option shall continue to apply even if Vessel tenders NOR within the forty-eight (48) hour period after expiration of the Cancelling Date. However, if Vessel is delayed by reason of Charterer's change of orders pursuant to Clause 9 and/or by ice risks as stipulated in Clause 21, the Cancelling Date shall be extended, with the option of cancellation as aforesaid, by any time so directly lost. Cancellation or failure to cancel shall be without prejudice to any claims for damages Charterer may have for late tender of Vessel's services.	153 154 155 156 157 158 159 160 161
13.	LAYTIME / DEMURRAGE. (a) COMMENCEMENT / RESUMPTION. Laytime or time on demurrage, as herein provided, shall commence or resume upon the expiration of six (6) hours after receipt by Charterer or its representative of Notice of Readiness or upon Vessel's Arrival in Berth, whichever occurs first. Laytime shall not commence before 0600 hours local time on the Commencing Date specified in Part I (B) unless Charterer shall otherwise agree, in which case laytime shall commence upon commencement of loading. (b) EARLY LOADING. In the event Charterer agrees to load Vessel prior to commencement of laydays, laytime will begin at commencement of loading and the amount of time from commencement of loading until 0600 hours local time on the commencing date specified in Part I (B), shall be added to the laytime specified in Part I (I). (c) DURATION. The laytime specified in Part I (I) shall be allowed free of expense to Charterer for the purpose of loading and discharging cargo and all other Charterer's purposes. Laytime or, if Vessel is on demurrage, time on demurrage, shall continue until all cargo hoses have been completely disconnected upon the final termination of the loading or discharging operation. Disconnection of all cargo hoses shall be promptly effected. If Vessel is delayed in excess of two (2) hours after such disconnection of cargo hoses solely for Charterer's purpose, laytime or, if Vessel is on demurrage, time on demurrage shall resume upon the expiration of said two (2)-hour period and shall continue from that point until the termination of such delay. (d) PAYMENT. Charterer shall pay demurrage per running day and pro rata for a part thereof for all time by which the allowed laytime specified in Part I (I) is exceeded by the time taken for loading and discharging and for all other Charterer's purposes and which, under this Charter, counts as laytime or as time on demurrage.	162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178
14.	LAYTIME / DEMURRAGE CONSEQUENCES. (a) SPECIFIED. Any delay to Vessel after the expiration of six (6) hours from Charterer's receipt of Notice of Readiness before Arrival in Berth or any delay to Vessel after Arrival in Berth, due to unavailability of berth (prior to Arrival in Berth), unavailability of cargo, or solely for Charterer or terminal purposes, shall count as laytime or, if Vessel is on demurrage, as time on demurrage. (b) HALF-RATE DEMURRAGE. If demurrage is incurred and the Vessel has been delayed in berthing, loading and/or discharging (hereinafter in this Paragraph (b) called "Delay") due to: weather and/or sea conditions; fire; explosion; strike, picketing, lockout, slowdown, stoppage or restraint of labor; breakdown of machinery or equipment in or about the facilities of Charterer, supplier, shipper or consignee of the cargo (hereinafter in this Paragraph (b) separately and jointly called "Listed Conditions"), be the Delay prior to or after the expiration of laytime, that span of time on demurrage equal to the period or periods of Delay as just described shall be paid at half of the Demurrage Rate. If, during a period of Delay, Listed Conditions co-existed, along with any of the other conditions described in Paragraph (a) of this Clause 14, the Listed Conditions shall conclusively be deemed to be sole cause of the Delay, either if they caused the Delay independently of the other conditions or could have caused the Delay if the other conditions had not so co-existed. Weather and/or sea conditions shall include, but not be limited to, lightning, restricted visibility (the term "restricted visibility" shall mean any condition in which visibility is restricted by fog, mist, falling snow, ice, heavy rainstorms, sandstorms and any other similar causes), storm, wind, waves and/or swells. The provisions of Paragraph 14(b) shall apply irrespective of any option given in Part I (C) and (D). The foregoing provisions as to payment of half the Demurrage Rate in respect to weather and/or sea conditions shall not apply where the Vessel is lightered or discharged at sea. (c) EXCLUSIONS. <i>Notwithstanding the provisions of any other Paragraph of this Clause or any other Clause of this Charter to the contrary, time shall not count as laytime or, if Vessel is on demurrage, as time on demurrage, if such time is spent or lost:</i> (i) As a result of labor dispute, strike, go slow, work to rule, lockout, stoppage or restraint of labor involving Master, officers or crew of Vessel or tugboats or pilots unless, in the case where Charterer has load/discharge port options, a labor dispute, strike, go slow, work to rule, lockout, stoppage or restraint of labor of tug boats or pilots, is in force at the port at the time Charterer nominated such port; (ii) On an inward passage, including, but not limited to, awaiting daylight, tide, tugs or pilot, and moving from anchorage or other waiting place, even if lightering has taken place at the anchorage or other waiting place, until Vessel's Arrival in Berth; (iii) Due to overflow, breakdown, inefficiency, repairs, or any other conditions whatsoever attributable to Vessel, Master, officers, crew and/or Owner, including inability to load or discharge the cargo within the time allowed and/or failure to meet Vessel warranties stipulated in this Charter; (iv) Due to Owner or port authority prohibiting loading or discharging; (v) By reason of local law or regulations, action or inaction by local authorities (including, but not limited to, Port, Coast Guard, Naval, Customs, Immigration and/or Health authorities), with the exception, however, of port closure due to weather and/or sea conditions; (vi) In ballasting or deballasting, lining up and/or draining of pumps/pipelines, cleaning of tanks, pumps, pipelines, bunkering or for any other purposes of the Vessel only, unless same is carried out concurrent with loading and/or discharging so that no loss of time is involved; or (vii) Due to an escape or discharge of cargo and/or pollutant substances (herein after called "pollutants") or the threat of an escape or discharge of pollutants on or from Vessel. (The phrase "threat of an escape or discharge of pollutants" shall for the purposes of this paragraph (vii) mean a grave and imminent danger of the escape or discharge of pollutants which, if it occurred, would create a serious danger of pollution damage).	179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215
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	(e) UNSPECIFIED.	Any delays for which laytime/demurrage consequences are not specifically allocated in this or any other Clause of this Charter and which are beyond the reasonable control of Owner or Charterer shall count as laytime or, if Vessel is on demurrage, as time on demurrage. If demurrage is incurred, on account of such delays, it shall be paid at half the Demurrage Rate.	238 239 240
15.	LIGHTERING / CARGO ADVISOR.		241
	(a)	Any partial lightering or lightering to extinction, at sea or at a place outside a port, shall be conducted in accordance with the latest OCIMF guidelines for ship-to-ship transfers and with port authority approval, if applicable. The Vessel shall not lighter, either partially or to extinction, as just described, without prior consent or specific request from Charterer.	242 243 244
	(b)	Where lightering is requested by Owner or required by reason of fault attributable to Vessel, all expense and time related to the lightering shall be for the account of the Owner, irrespective of any consent from Charterer.	245 246
	(c)	Any lightering, at sea or at a place outside a port, except as described in subparagraph (b), shall be at the expense of Charterer and, notwithstanding Clauses 11, 13 (a) and 14 (a) and (b), time used for such lightering shall count as laytime or as time on demurrage, as provided below:	247 248 249
	(i)	If Vessel is partially lightered at sea or at a place outside a port, laytime or, if Vessel is on demurrage, time on demurrage shall commence when Vessel arrives at the lightering site designated by Charterer and shall end when disconnecting of the cargo hoses from the last cargo receiving vessel has been completed.	250 251 252
	(ii)	If Vessel is lightered to extinction at sea or at a place outside a port, laytime or, if Vessel is on demurrage, time on demurrage shall commence upon the expiration of six (6) hours after Vessel arrives at the lightering site designated by Charterer or when Vessel is all fast alongside the first cargo receiving vessel, whichever occurs first, and end when disconnection of the cargo hoses from the last cargo receiving vessel has been completed.	253 254 255 256
	(d)	If Vessel is lightered to extinction at sea, freight payment shall, in the absence of agreement as to the appropriate freight rate, be based on the freight rate stipulated in Part I (G) multiplied by a flat rate which shall be obtained from the Worldscale Association (London) Limited or the Worldscale Association (NYC) Inc. If Vessel is partially lightered at sea, the lightering site shall not constitute a port or place additional to those specified in Part I (D) and the freight rate for the voyage shall be the same as if the lightering had not taken place. Charterer, however, shall reimburse Owner for any time by which the steaming time to the final discharging port or place exceeds that which would have been taken if Vessel had not lightered at the Deviation Rate per day or pro rata for a part thereof. In addition, Charterer shall pay for extra bunkers consumed by Vessel during such excess time at Owner's documented actual replacement cost at the port where bunkers are next taken.	257 258 259 260 261 262 263 264
	(e)	With respect to any loading or discharging in port or at sea, Charterer may, at its option and cost, place on the Vessel one or more cargo advisors to monitor the loading, lightering and/or discharge of cargo and, if applicable, the inert gas and/or crude oil washing. It is understood and agreed however, that the Master and Owner shall continue to be fully and solely responsible for the operation, management and navigation of Vessel during the entire loading, lightering and/or discharging operation.	265 266 267 268
16.	LOADING / DISCHARGING PLACE.		269
	(a)	Vessel shall not be required to berth where the maximum draft of Vessel is greater than the depth of water at low tide. In such cases, Charterer undertakes to discharge sufficient cargo into vessels and/or lighters within port limits to enable Vessel to safely reach and lie at berth always afloat.	270 271 272
	(b)	SAFE LOCATION(S). Charterer shall exercise due diligence to order Vessel to port(s) or place(s) which are safe for Vessel and where it can lie always safely afloat. Notwithstanding anything contained in this or any other Clause in this Charter to the contrary, Charterer shall not be deemed to warrant the safety of any such port(s) or place(s) and shall not be liable for any loss, damage, injury or delay resulting from any unsafe condition at such port(s) or place(s) which could have been avoided by the exercise of reasonable care on the part of the Master or Owner. The term "safe", as used in Part I (C) and (D), shall be construed to be consistent with Charterer's obligation as set forth in this Paragraph (b).	273 274 275 276 277 278
	(c)	SHIFTING. Charterer shall have the right to shift Vessel within any port of loading and/or discharging from one loading or discharging place back to the same or to another such place once or more often. In the event that Charterer exercises this right, Charterer shall pay all additional expenses properly incurred, including additional Bunkers. Time spent shifting shall count as laytime or, if Vessel is on demurrage, as time on demurrage. For purposes of freight payment, the places grouped in port and terminal combinations in WORLDSCALE are to be considered as berths within a single port, with Charterer paying shifting expenses in accordance with the foregoing.	279 280 281 282 283
	(d)	OFF BERTH. Charterer or terminal operator shall have the right to shift Vessel from a loading and/or discharging place if Vessel fails to meet the pumping and/or heating warranties stipulated in Clauses 18 and 25 so as to avoid delay to other vessels waiting to use such place. Charterer or terminal operator shall also have the right to shift Vessel from a loading and/or discharging place due to an unsafe condition of Vessel or failure of Vessel to meet the warranties of Clauses 2(a), (b) and/or (c). In such situation(s), Charterer shall not be obliged to provide an alternative loading or discharging place to the place from which Vessel was shifted. However, Charterer shall exercise due diligence to arrange prompt reberthing and commencement of loading or discharging once Vessel has corrected deficiency(ies). All expenses related to this shifting and any reberthing shall be for Owner's account and all time lost by reason of the foregoing shall not count as laytime or, if Vessel is on demurrage, as time on demurrage. An Off Berth reference is also contained in Clause 24 (b).	284 285 286 287 288 289 290 291 292
17.	CARGO MEASUREMENT.		293
	(a)	Prior to loading, Master shall measure the on board quantities of cargo, water and sediment residues which are segregated in all holding tanks and slop tanks and those which remain in cargo tanks and, if requested, shall advise supplier(s) and Charterer of such quantities. After loading, Master shall determine the cargo quantities loaded, expressing these cargo quantities in barrels at standard temperature (60°F), using for such calculations the latest Manual of Petroleum Measurement Standards issued by the American Petroleum Institute (API MPMS) or similar standards issued by the American Society for Testing and Materials. A written tank-by-tank ullage report containing all measurements of oil, water and sediment residues on board prior to loading and quantities of cargo loaded shall be prepared and promptly submitted by Master to Charterer.	294 295 296 297 298 299 300
	(b)	If Master's calculations of cargo loaded (oil, water and sediment residues on board excluded), after applying the Vessel's Experience	301

	Factor (VEF), show any deficiency from the Bill of Lading figures, Master shall, if investigation and recalculation verify such deficiency, issue a Letter of Protest to supplier(s) (which should, if practical, be acknowledged) and shall advise Charterer of such deficiency immediately and thereafter shall send a copy of the Letter of Protest to Charterer. Vessel shall have on board sufficient historical information for the calculation of a VEF using the latest edition of the API MPMS. Master shall calculate and apply the VEF as so determined during all loadings.	302 303 304 305 306
	(c) Prior to discharging, Master shall measure the quantity of each grade of cargo on board, expressing these quantities in barrels at standard temperature (60°F), using the same calculation procedures specified in Paragraph (a) of this Clause. Before and after discharging, Master shall cooperate with shore staff to ascertain discharged quantities. Vessel shall be obliged to discharge all liquid cargo and, if ordered by Charterer, any residues of cargo, water and sediment. Vessel's just-mentioned obligation shall not in any way be qualified or limited by any purported custom of the trade which is based on a stated in-transit loss or which otherwise would excuse Vessel from discharging all liquid cargo and residues.	307 308 309 310 311 312
	(d) An inspector may be employed by Charterer at its expense to verify quantities and qualities of cargo and residues on board Vessel at both loading and discharging port(s) and/or place(s). If Vessel is equipped with an Inert Gas System, depressurization of tanks to permit ullage measurements shall be allowed in accordance with the provisions of the most recent Inert Gas Systems for Oil Tankers publication issued by the International Maritime Organization (IMO). Any time used solely for such inspections and/or measurements shall count as laytime or, if Vessel is on demurrage, as time on demurrage.	313 314 315 316 317
18.	PUMPING IN AND OUT.	318
	(a) Hoses for loading and discharging shall be furnished by Charterer and shall be connected and disconnected by Charterer or by Owner, at Charterer's option. When Vessel loads and/or discharges at sea terminal(s), Vessel shall be properly equipped, at Owner's expense, for operations at such terminal(s), including suitable anchors, ground tackle, mooring lines and equipment for handling submarine hoses. Vessel shall also be properly equipped with a sufficient number of cargo manifold reducing pieces of steel or comparable material (excluding aluminum and gray cast iron) which meet the most recent Oil Companies International Marine Forum (OCIMF) standards, to make available appropriate flanges for cargo hoses/arms at all manifold connections on one side of Vessel. If Vessel is not properly equipped as required in this Paragraph (a), any time thereby lost shall not count as laytime or, if Vessel is on demurrage, as time on demurrage.	319 320 321 322 323 324 325 326
	(b) The cargo shall be pumped into Vessel at the expense and risk of Charterer only up to Vessel's permanent hose connections. The cargo shall be discharged from Vessel at the expense and risk of Owner only up to Vessel's permanent hose connections. Vessel shall provide all necessary pumps, power, and hands required on board for mooring and unmooring, connecting and disconnecting of hoses and loading and discharging. If requested by Charterer, Vessel shall load and/or discharge more than one grade simultaneously if Vessel is technically capable of doing so.	327 328 329 330 331
	(c) Owner warrants that Vessel shall arrive at the loading place(s) with cargo tanks properly inerted and that such tanks shall so remain inerted throughout the loading of the cargo, the voyage and the subsequent discharging of the cargo. In case of an Inert Gas System failure during loading and/or discharging, cargo operations shall be suspended immediately until the System becomes fully operational, any deficiency in inerting is fully corrected and the terminal (or other loading and/or discharging facility) has given permission to resume operations. Time used from cessation to resumption of cargo operations shall not count as laytime or, if Vessel is on demurrage, as time on demurrage.	332 333 334 335 336 337
	(d) If required by Charterer, Vessel, after loading or discharging, shall clear shore pipelines of cargo by pumping water through them and the time thereby consumed shall count as laytime or, if Vessel is on demurrage, as time on demurrage.	338 339
	(e) All overtime incurred by officers and crew in loading and/or discharging shall be for the account of Owner.	340
	(f) Vessel shall load at rates requested by Charterer having due regard for the safety of Vessel. Owner warrants that Vessel shall discharge entire cargo (be it one or more grades) within twenty-four (24) hours pumping time or maintain the maximum safe psi pressure at Vessel's rail that the Vessel can discharge at, but always at a minimum of 100 psi, during the entire period of discharge provided shore facilities permit. All time lost as a result of Vessel being unable to discharge its cargo in accordance with the pumping warranty above shall not count as laytime or, if Vessel is on demurrage, as time on demurrage. If the terminal or place of discharging does not allow or permit Vessel to meet the above warranty or requires discharging grades consecutively, Master shall forthwith issue a Letter of Protest (which should, if practical, be acknowledged) to such terminal or place and shall immediately advise Charterer. If Master fails to issue the Letter of Protest, Owner shall be deemed to waive any rights to contest that time was lost as a result of Vessel's failure to comply with the above pumping warranty. Any pumping time lost solely due to restrictions imposed by the terminal or place of discharging shall count as laytime or, if Vessel is on demurrage, as time on demurrage.	341 342 343 344 345 346 347 348 349 350
	(g) Charterer shall have the right to require Vessel, if it is so equipped, to Crude Oil Wash the cargo tanks and, in such case, the allowed pumping hours (i.e. the twenty-four (24) hours of pumping time specified in Paragraph (f) of this Clause or the number of pumping hours taken to discharge the entire cargo when Vessel maintains the applicable rail pressure in accordance with Paragraph (f) of this Clause, whichever is applicable) shall be increased by the maximum hours specified in Part I (A) for Crude Oil Wash operations. If less than all of the tanks are washed, the said maximum hours shall be prorated on the basis of the number of tanks washed to the total number of cargo tanks and the hours resulting from such proration shall be added to the allowed pumping hours. If Crude Oil Wash is not conducted, Charterer shall have the right to require Vessel to remain at berth for clingage rundown or other cargo recovery technique. The time for such clingage rundown or other cargo recovery technique shall not exceed ten (10) hours and the time so used shall count as laytime or, if Vessel is on demurrage, as time on demurrage.	351 352 353 354 355 356 357 358 359
	(h) In the event that any liquid cargo remains on board at completion of discharge for the final voyage under this Charter, then Charterer shall have the right to deduct from freight an amount equal to the Free On Board (FOB) port of loading value of such cargo plus freight due with respect thereto. The quantity and quality of such liquid hydrocarbon material shall be determined by a mutually agreeable independent cargo inspector. The quantity of Remaining On Board (ROB) material shall be measured using the Vessel's wedge tables, if available, or otherwise by wedge formula.	360 361 362 363 364
19.	BACK LOADING. Charterer shall have the option of loading Vessel with a part cargo at any discharging port or place to which Vessel may have been ordered, provided that such part cargo is as described in Part I (F) and is compatible with cargo then on board. Owner shall discharge such part cargo at any other discharging port(s) or place(s) previously nominated, provided such port(s) or place(s) lie within the rotation of the discharging ports or places previously nominated. If this option is exercised, additional time consumed awaiting berth and/or cargo and/or tank preparation and/or loading and discharging such part cargo shall count as laytime or, if Vessel is on demurrage, as time on demurrage. Any additional expenses, including port charges, incurred as sole result of loading and discharging such part cargo shall be for Charterer's account.	365 366 367 368 369 370 371
20.	DUES, TAXES AND OTHER CHARGES.	372
	(a) Unless otherwise specified in WORLDSCALE and to the extent not prohibited by law, dues, taxes and other charges upon Vessel (including those assessed on the quantity of cargo loaded or discharged or on the freight) shall be paid by Owner and dues, taxes and other charges on the cargo shall be paid by Charterer. Vessel shall be free of charges for the use of any place(s) arranged by Charterer solely for the purpose of loading or discharging cargo. However, Owner shall be responsible for charges for any such place(s) when used solely for Vessel's purposes, such as, but not limited to, awaiting Owner's orders, tank cleaning, repairs, before, during or after loading	373 374 375 376 377

- and/or discharging. 378
- (b) Notwithstanding the provisions of Clause 20(a), dockage and wharfage shall be deemed included in the freight rate specified in Part I (G). 379
21. **ICE.** 380
- (a) **DURING VOYAGE.** In case a nominated port or place of loading or discharging should be inaccessible due to ice, Master shall 381
immediately notify Charterer, requesting revised orders and shall remain safely outside the ice-bound area. Charterer shall give orders for 382
another port or place which is free from ice and where there are facilities for the loading or discharging of the cargo in bulk. In this event, 383
freight shall be paid at the rate stipulated in Part I (G) from or to such alternate port or place and any time by which the steaming time 384
from or to such port or place exceeds that which would have been taken if the Vessel had been ordered to proceed from or to such port 385
or place in the first instance shall be compensated at the Deviation Rate per running day and pro rata thereof. In addition, Charterer shall 386
pay for extra bunkers consumed during such excess time at Owner's documented actual replacement cost for such bunkers at the port 387
where bunkers are next taken. 388
- (b) **AT PORT.** If, on or after Vessel's arrival at the loading or discharging port or place, it is dangerous to remain at such port or place for 389
fear of Vessel being frozen-in or damaged, Master shall notify Charterer who shall give orders for Vessel either to proceed to another port 390
or place where there is no danger of ice and where there are facilities for the loading or discharging of the cargo in bulk or to remain at 391
such original port or place at Charterer's risk. If Vessel is ordered to proceed to another port or place, the sum in respect of freight and 392
delay to be paid by Charterer shall be as stipulated in Paragraph (a) of this Clause. If Vessel remains at such original port or place, any 393
time so lost on account of ice shall count as laytime or, if Vessel is on demurrage, as time on demurrage. 394
22. **DRY CARGO.** Charterer has the option of shipping packaged and/or general cargo (including oils and bitumen in drums) in the available 395
dry cargo space. Freight shall be payable on such cargo in accordance with Clause 6 at the Base Freight Rate and Charterer shall pay, 396
in addition, all expenses, including port dues, incurred solely as a result of the packaged and/or general cargo being carried. The time 397
used loading and discharging such dry cargo shall count as laytime or, if Vessel is on demurrage, as time on demurrage, but only to the 398
extent that such time is not concurrent with time used loading and/or discharging the liquid cargo carried hereunder. 399
23. **QUARANTINE.** Time lost at any port or place due to quarantine shall not count as laytime or, if Vessel is on demurrage, as time on 400
demurrage unless such quarantine was in force at the time when such port or place was nominated by Charterer. 401
24. **INSPECTION.** 402
- (a) **OPERATIONS/INCIDENTS.** Charterer's representative(s) shall have the right at loading and/or discharging port(s) or place(s) to 403
inspect Vessel and observe operations. Charterer's representatives shall also have the right to attend on board the Vessel to ascertain 404
the circumstances of any incident involving cargo carried hereunder. Owner shall instruct Master to give every assistance so as to enable 405
said representative(s) to properly observe operations throughout Vessel and to ascertain any incident circumstances. 406
- (b) **BUNKER SAMPLING.** Charterer's representative(s) shall have the right to survey and take samples of all Vessel's bunker tanks and 407
non-cargo spaces. Refusal by Master to permit such bunker surveying and sampling shall give Charterer or terminal operator the right 408
to order Vessel off berth. All time lost by reason of such refusal, including any time used in shifting Vessel off and back to berth, shall not 409
count as laytime or, if Vessel is on demurrage, as time on demurrage. Further, all expenses related to such refusal, including Vessel shifting 410
expenses, shall be for Owner's account. Any delay to Vessel caused solely by bunker surveying and sampling shall count as laytime or, 411
if Vessel is on demurrage, as time on demurrage. 412
25. **HEAT.** If Vessel is described as coiled in Part I (A), Owner warrants that Vessel is capable of heating the cargo up to and maintaining it 413
at a maximum temperature of 135°F/57°C. However, unless otherwise requested by Charterer, Vessel shall only be required to maintain 414
the cargo at the temperature loaded (up to a maximum of 135°F/57°C) throughout the voyage and the entire discharge. If requested by 415
Charterer and if the length of the voyage allows, Vessel shall increase and maintain the temperature of the cargo from the loaded 416
temperature to a temperature specified by Charterer, up to a maximum of 135°F/57°C, and Charterer shall pay for extra bunkers 417
consumed solely in increasing the temperature as aforesaid at Owner's documented actual replacement cost for such bunkers at the 418
port where bunkers are next taken. If Vessel fails to maintain the loaded temperature or to increase and maintain the temperature of the 419
cargo, as requested by Charterer, Charterer shall have the option to hold Vessel off berth and/or to suspend discharging, all until the 420
cargo is properly heated, all time and expense in connection with the foregoing being for Owner's account. 421
26. **BUNKERS.** When, in connection with the performance of any voyage provided for in this Charter, Owner plans to purchase bunkers at any 422
port(s) outside the United States or its territories, Owner shall purchase the bunkers from Charterer or its designated Affiliate(s) whenever 423
they are so available at competitive prices. In the event lower prices are quoted to Owner by any supplier at the port(s) in question, Owner 424
shall give Charterer or its designated Affiliate(s) the opportunity to meet such quotation. 425
27. **BILLS OF LADING.** 426
- (a) Bills of Lading shall be signed by Master as presented, Master attending daily, if required, at the offices of Charterer or its agents. 427
However, at Charterer's option, Charterer or its agents may sign Bills of Lading on behalf of Master. All Bills of Lading shall be without 428
prejudice to this Charter and Charterer shall indemnify Owner against all consequences or liabilities which may arise from any 429
inconsistency between this Charter and any Bills of Lading or other documents signed by Charterer or its agents or by Master at their 430
request or which may arise from an irregularity in papers supplied by Charterer or its agents. 431
- (b) Notwithstanding anything in this Charter to the contrary, the carriage of cargo under this Charter and under all Bills of Lading issued 432
for the cargo shall be subject to the statutory provisions and other terms set forth or specified in sub-paragraphs (i) through (vi) of this 433
Clause and such terms shall be incorporated verbatim or be deemed incorporated by reference in any such Bill of Lading. In such 434
sub-paragraphs and in any Act referred to therein, the word "Carrier" shall include Owner and Chartered Owner of Vessel. 435
- (i) **CLAUSE PARAMOUNT.** This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods By Sea Act 436
of the United States, approved April 16, 1936, except that if this Bill of Lading is issued at a place where any other Act, ordinance or 437
legislation gives statutory effect to: (i) the International Convention for the Unification of certain Rules relating to Bills of Lading at Brussels, 438
August 1924 ("Hague Rules"), or (ii) the Hague Rules as amended by the Protocol signed at Brussels, February 1968 ("Hague/Visby Rules"), 439
or (iii) the United Nations Convention on the Carriage of Goods by Sea 1978 ("Hamburg Rules"), then this Bill of Lading shall have effect 440
subject to the provisions of such Act, ordinance or legislation. The applicable Act, ordinance or legislation (hereinafter called "Act") shall 441
be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or 442
immunities or an increase of any of its responsibilities or liabilities under the Act. If any term of this Bill of Lading be repugnant to the Act 443
to any extent, such term shall be void to that extent but no further. 444
- (ii) **JASON CLAUSE.** In the event of accident, danger, damage or disaster before or after the commencement of the voyage, 445
resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not 446
responsible, by statute, contract or otherwise, the cargo shippers, consignees or owners of the cargo shall contribute with the Carrier in 447
General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and 448
shall pay salvage and special charges incurred in respect of the cargo. If a salvaging ship is owned or operated by the Carrier, salvage shall 449
be paid for as fully as if the said salvaging ship or ships belonged to strangers. Such deposit as the Carrier or his Agents may deem 450
sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the 451
cargo shippers, consignees or owners of the cargo to the Carrier before delivery. 452
- (iii) **GENERAL AVERAGE.** General Average shall be adjusted, stated, and settled according to the York Antwerp Rules 2004 453

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

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(iv) **BOTH TO BLAME.** If Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of Vessel, the owners of the cargo carried hereunder shall indemnify the Carrier against all loss or liability to the other or non-carrying ship or its owners insofar as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of said cargo, paid or payable by the other or recovered by the other or non-carrying ship or its owners as part of their claim against the carrying ship or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact. The provisions in this subparagraph (iv) shall only apply if the Owner shall have exercised due diligence to make the Vessel seaworthy, and properly manned, equipped, and supplied, with the burden of proof in this regard resting solely on Owner.

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

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

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

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(d) If original Bill(s) of Lading are not available at the discharging port or place for timely surrender to Vessel as provided in Paragraph (c) of this Clause, Vessel shall deliver the cargo to a party and at a facility at the discharging port or place as directed by Charterer in writing, if Charterer first executes a written indemnity in connection with such delivery in favor of Owner, Vessel, any Chartered Owner(s) of Vessel, Master, Vessel operators, agents and underwriters and delivers such indemnity to Owner or Owner's designee. The subject indemnity shall meet the requirements of Paragraph (e) of this Clause, and shall be limited in value to 200 per cent of the CIF value of the cargo.

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(e) The indemnity referred to in Paragraph (d) of this Clause shall be a short form indemnity document incorporating the terms and conditions set forth in Clause 27(f) of this Charter. This document (which must be properly filled in) shall be given to Owner by telex, electronic mail, letter or facsimile as requested by Owner and be in the exact form quoted below, which document, when transmitted, shall be deemed to have been signed by person acting on behalf of Charterer.

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"VOYAGE CHARTER OF

DATED _____

BETWEEN _____, AS OWNER

AND

_____, AS CHARTERER

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

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In consideration of such delivery, the undersigned hereby gives an indemnity containing the terms and conditions set forth in Clause 27(f) of the Charter ('Indemnity Terms And Conditions'). The Indemnity Terms And Conditions are deemed incorporated in and made a part of this document. The term 'Indemnifier' in the Indemnity Terms And Conditions shall be deemed to refer to the undersigned. The term 'Cargo' and the phrase 'Requested Delivery' in the Indemnity Terms And Conditions shall be deemed to, respectively, mean the Cargo and the delivery request set forth in the preceding paragraph of this document. The term 'Ship' as used in the Indemnity Terms And Conditions shall be deemed to refer to the Vessel. Print the following information:

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Name of Charterer _____

Name of Person Acting on Behalf of Charterer _____

Authority/Title of Above Person _____

Date Indemnity Given _____"

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	(f) Indemnity Terms and Conditions.	530
	"1. Indemnifier shall indemnify and hold harmless the Owner of the Ship, any chartered Owner of the Ship, the Ship operator, the Ship Master, the Ship underwriters and the Ship agents (hereinafter jointly and individually called 'Indemnitees') in respect of any liability, loss, damage, costs (including, but not limited, to Attorney/Client costs) and other expense of whatever nature which the Indemnitees may sustain or incur by reason of the Requested Delivery.	531
	2. In the event of any legal action or proceedings being commenced against the Indemnitees in connection with the Requested Delivery, Indemnifier shall provide Indemnitees from time to time, on the Indemnitees' demand, with sufficient funds to defend same.	532
	3. If the Ship or any other vessel or other property belonging to the Indemnitees should be arrested or detained or if the arrest or detention thereof should be threatened for any claim in connection with the Requested Delivery, the Indemnifier shall provide, upon demand of the Indemnitees, such bail or other security as may be required to prevent such arrest(s) or detention(s) or to secure the release of the Ship or such vessel or other property from arrest or detention, and shall indemnify and hold harmless the Indemnitees against and from any loss, damage, costs (including but not limited to Attorney/Client costs) and other expense resulting from such arrest or detention or threatened arrest or detention, whether or not same may be justified and to pay to the Indemnitees, on the Indemnitees' demand, the amount of such loss, damages, costs and/or expense.	533
	4. This Indemnity shall automatically become null and void, and Charterer's liability hereunder shall cease, upon presentation of all original Bills of Lading duly endorsed to reflect delivery of Cargo in accordance with the Requested Delivery, or upon the expiration of 36 months after completion of discharge, whichever occurs first; provided that no legal proceedings arising from delivery of the Cargo in accordance with the Requested Delivery have been instituted against the Indemnitees and/or Vessel within such 36-month period. Owner shall advise Charterer with reasonable dispatch in writing if any proceedings are instituted.	534
	5. The within Indemnity shall be governed and construed in accordance with the internal substantive laws of the State of New York, USA. The Indemnitees may, but shall not be obligated to, bring any legal action or proceeding with respect to such Indemnity in the Courts of the State of New York, USA or in the U.S. Federal Court situated therein and the Indemnifier unconditionally and generally accepts in regard to such legal action or proceeding, for itself and its property, the jurisdiction and venue of the aforesaid courts."	535
28.	WAR.	536
	(a) No contraband of war shall be shipped, but petroleum and/or its products shall not be deemed contraband of war for the purposes of this Clause. Vessel shall not, however, be required, without the consent of Owner, which shall not be unreasonably withheld, to enter any port, place, or zone which is involved in a state of war, warlike operations or hostilities, civil strife, terrorism and other politically or religiously motivated activities, or piracy, whether there be a declaration of war or not, where it might reasonably be expected to be subject to capture, seizure or arrest, or to a hostile act by a belligerent power (the term "power" meaning any de jure or de facto authority or any other purported governmental organization maintaining naval, military or air forces or any terrorist group or organization).	537
	(b) For the purposes of this Clause, it shall be unreasonable for Owner to withhold consent to any voyage, route, or port or place of loading or discharging if insurance against all risks defined in Paragraph (a) of this Clause is then available commercially or under a government program in respect of such voyage, route or port/place of loading or discharging. If such consent is given by Owner, Charterer shall pay any provable additional cost of insuring Vessel against Hull war risks over and above such costs in effect on the date of this Charter in an amount equal to the insured value stipulated in its ordinary marine policy as of the date of this Charter. If such insurance is not obtainable commercially or through a government program, Vessel shall not be required to enter or remain at any such port, place or zone and, in such case, Charterer shall have the right to order Vessel to load or discharge, as the case may be, at any other port(s) or place(s) consistent with Part I (C) and (D).	538
	(c) In the event of the existence of the conditions described in Paragraph (a) of this Clause subsequent to the date of this Charter, Charterer shall, in respect of a voyage to any such port, place or zone, assume any provable additional cost of wages and insurance properly incurred in connection with Master, officers and crew as a consequence of such war, warlike operations or hostilities over and above such costs in effect on the date of this Charter.	539
29.	EXCEPTIONS.	540
	(a) Vessel, Master and Owner shall not, unless otherwise expressly provided in this Charter, be responsible for any loss or damage to cargo arising or resulting from: any act, neglect, default or barratry of Master, pilots, mariners or other servants of Owner in the navigation or management of Vessel; fire, unless caused by the personal design or neglect of Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters; or from explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or machinery. Neither Vessel, Master or Owner, nor Charterer, shall, unless otherwise expressly provided in this Charter, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from: act of God; act of war; perils of the sea; act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people, or seizure under legal process provided bond is promptly furnished to release Vessel or cargo; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion.	541
	(b) The exceptions stated in Paragraph (a) of this Clause shall not affect Owner's warranties and undertakings herein with respect to the condition of Vessel, the obligations of Owner in respect of the loading, handling, stowage, carriage, custody, care and discharge of the cargo and/or the rights or obligations of either Owner or Charterer with respect to laytime or demurrage as elsewhere provided in this Charter.	542
30.	LIEN. Owner shall have a lien on all cargoes and subfreights for all amounts due under this Charter, and Charterer shall have a lien on Vessel for all monies paid in advance and not earned, and all disbursements for Owner's account, including commissions, cost of insurance and expenses thereon and for any damages sustained by Charterer as a result of the breach of this Charter by Owner.	543
31.	AGENTS. Unless otherwise agreed, Charterer shall nominate Vessel's agents at all port(s) and place(s). Such agents shall be appointed, instructed and paid for by Owner and represent solely the Owner and Vessel.	544
32.	ASSIGNMENT / SUBLET. Charterer shall have the option of assigning this Charter or of subletting Vessel, but in either case, Charterer shall always remain responsible for the due fulfillment of this Charter in all terms and conditions.	545
33.	CLEAN SEAS.	546
	(a) HANDLING OF TANK WASHINGS. Owner agrees to participate in Charterer's program covering oil pollution avoidance. Such Program requires compliance with latest IMO and Port State regulations. The Program prohibits discharge overboard of all oil and all oily water, oily ballast or cargo in any form unless in compliance with IMO and Port State local regulations or under extreme circumstances whereby the safety of Vessel, cargo or life at sea would be imperiled. Owner shall ensure that Vessel's personnel comply with the following:	547
	(i) Subsequent to the date of this Charter and in the course of the ballast passage before presenting for loading hereunder, any oily residues remaining in Vessel from its previous cargoes shall be retained on board and shall be handled according to Charterer's instructions.	548
	(ii) During tank washing, the tank washings shall be collected into one cargo compartment and, after maximum separation of free water, such free water shall be discharged overboard to the extent permitted by applicable international regulations.	549
	(iii) Thereafter, Charterer shall be notified promptly of the estimated quantity of the segregated tank washings and the type and source of such washings. If Charterer requires that demulsifiers shall be used for the separation of oil/water, such demulsifiers shall be obtained by Owner and paid for by Charterer. Any additional Canal dues incurred on the ballast passage by reason of Vessel having tank	550

- washings on board shall be for the sole account of Owner. Owner shall ensure that Master, on Vessel's arrival at the loading port(s) or place(s), does the following:
- arranges for the measurement of the segregated tank washings in conjunction with the cargo supplier(s);
 - records the quantity of tank washings so measured in Vessel's ullage record;
 - issues a Slop Certificate; and
 - arranges that the Slop Certificate and/or Vessel's ullage record be duly signed by the cargo supplier(s) and promptly sent to Charterer.
- The segregated tank washings and any other oily residues on board (hereinafter called "residues") shall, at Charterer's option, be pumped ashore into slop facilities at the loading port(s) or place(s), commingled with the cargo to be loaded or segregated from the cargo to be loaded.
- If Charterer requires Master to discharge the residues at facilities at loading port(s) or place(s), no freight shall be payable on same but the time involved in accomplishing such discharge shall count as laytime or, if Vessel is on demurrage, as time on demurrage, including, but not limited to, waiting for availability of, or for berthing at, the slop receiving facility and shifting to and from such facility. Further, the cost of such facilities and the ultimate disposal of the residues shall be for Charterer's sole account. If Charterer requires residues to be kept separate from the cargo to be loaded, same shall, at Charterer's option, be discharged at the discharging port(s) or place(s) in accordance with Charterer's instructions.
- If Charterer requires that the cargo be loaded on top of residues or that such residues be kept separate from the cargo to be loaded, in either case freight shall be payable in accordance with Clause 6 on the quantity of residues at the Overage Rate, if such rate exists, or otherwise at the Base Freight Rate, up to a maximum tonnage equivalent to one percent (1.0%) of Vessel's deadweight as specified in Part I (A), with the exception that, in the case of a Part Cargo Minimum, no freight shall be paid if the residues are kept separate and not discharged. In no event shall Charterer hold any liability for deadfreight in connection with residues, except where the Vessel is ordered to load a full cargo and is required to keep residues segregated, in which case deadfreight shall be due. Nothing in Charterer's instruction shall be construed as permission to contravene any applicable laws or regulations by the discharging of oily residues.
- (b) **CLEAN BALLAST.** Owner warrants that Vessel will arrive at load port(s) with clean ballast.
- (c) **ITOPF.** Owner warrants that it is a Member of the International Tanker Owners Pollution Federation ("ITOPF") and that Owner will retain such membership during the entire period of the services of the Vessel under this Charter.
34. **DRUG AND ALCOHOL POLICY.** Owner warrants that it has a policy on Drug and Alcohol Abuse ("Policy") applicable to the Vessel which meets or exceeds the standards in the Oil Companies International Marine Forum Guidelines For the Control of Drugs and Alcohol Onboard Ship. Under the Policy, alcohol impairment shall be defined as a blood alcohol content of 40 mg/100 ml or greater; the appropriate seafarers to be tested shall be all Vessel officers and the drug/alcohol testing and screening shall include unannounced testing in addition to routine medical examinations. An objective of the Policy should be that the frequency of the unannounced testing be adequate to act as an effective abuse deterrent, and that all officers be tested at least once a year through a combined program of unannounced testing and routine medical examinations. Owner further warrants that the Policy will remain in effect during the term of this Charter and that Owner shall exercise due diligence to ensure that the Policy is complied with. It is understood that an actual impairment or any test finding of impairment shall not in and of itself mean the Owner has failed to exercise due diligence.
35. **ARBITRATION.**
- (a) Any and all differences and disputes of whatsoever nature arising out of this Charter shall be put to arbitration in the City of New York, pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by Owner, one by Charterer and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on the other party to specify further disputes or differences under this Charter for hearing and determination. The arbitrators may grant any relief which they, or a majority of them, deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance. Awards made in pursuance to this Clause may include costs, including a reasonable allowance for attorney's fees, and judgment may be entered upon any award made hereunder in any Court having jurisdiction in the premises.
- (b) Where cargo carried pursuant to this Charter is owned by an Affiliate, any claim related to the carriage of such cargo hereunder shall be subject to this Clause 35, said Affiliate having authorized Charterer to so agree on Affiliate's behalf. If this subparagraph (b) applies, the term "Charterer" in subparagraph (a) of this Clause 35 shall be taken to mean the aforementioned Affiliate.
36. **WAIVER OF CLAIMS.** Any claim for freight, deadfreight, demurrage and/or charges or expenses under this Charter shall be deemed waived, extinguished and absolutely barred if such claim is not received by Charterer or Owner, as the case may be, in writing with supporting documentation within 90 days from the date of final discharge of the cargo on the voyage with respect to which said claim arises. This Clause shall not apply with respect to claims for damage, loss or shortage of cargo.
37. **BUSINESS POLICY.** Owner agrees to comply with all laws and lawful regulations applicable to any activities carried out in the name, or otherwise on behalf, of Charterer under the provisions of this Charter. Owner agrees that all financial settlements, billings and reports rendered by Owner to Charterer, as provided for in this Charter, shall, in reasonable detail, accurately and fairly reflect the facts about all activities and transactions handled for the account of Charterer.
38. **INTERPRETATION.** The interpretation of this Charter and the rights and obligations of the parties thereto shall be governed by the Federal Maritime Law of the United States and where applicable by the Law of the State of New York, without taking into consideration any conflict of laws principles. The heading of Clauses and Paragraphs are for convenience of reference only and shall not affect the interpretation of this Charter. No modification, waiver or discharge of any term of this Charter shall be valid unless in writing and signed by the party to be charged therewith. Notwithstanding anything in this Charter to the contrary, this Charter shall not be interpreted or applied so as to require Owner or Charterer to do, or to refrain from doing, anything which would constitute a violation of, or result in a loss of economic benefit under, United States anti-boycott laws and regulations.
39. **CHARTER ADMINISTRATION.** All Charter terms and conditions finally agreed to by the parties shall be evidenced by a fixture confirmation notice approved by Owner and Charterer. Charterer shall cause the fixture confirmation notice to be transmitted to both Owner and Charterer and each party shall give approval of the fixture confirmation notice one to the other no later than three (3) business days after transmission of the notice. Failure of either party to respond within the said three (3) days shall be conclusively deemed to constitute that party's unqualified acceptance of the fixture confirmation notice. Except as requested in writing by either Owner or Charterer, there shall be no formal written and signed Charter Party.

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