



MOBIL OIL CORPORATION  
3225 GALLOWS ROAD  
FAIRFAX, VIRGINIA 22037-0001

# tanker voyage charter party

MOBILVOY 80  
(REVISED 1 AUGUST 1990)

## PREAMBLE

19

IT IS THIS DAY MUTUALLY AGREED BETWEEN

of  
Owner/Chartered Owner (hereinafter called "Owner") of  
Flag MT/ST  
and

(hereinafter called the "Vessel")  
of  
(hereinafter called "Charterer")

that the transportation herein provided for shall be performed subject to the terms and conditions of this Charter Party, which includes this Preamble and Part I, with any Special Provisions and/or Incorporated Clauses set forth therein, and Part II. In the event of a conflict, the provisions of Part I including any Special Provisions and/or Incorporated Clauses will prevail over those contained in Part II.

### PART I

#### A. Description and Position of Vessel

Total Deadweight: \_\_\_\_\_ tons (2240 lbs. each) on \_\_\_\_\_ ft. \_\_\_\_\_ in.  
draft in salt water on assigned summer freeboard.  
Capacity for cargo: \_\_\_\_\_ metric tonnes (1000 kilograms each) \_\_\_\_\_ %  
more or less, Vessel's option.  
Classed:  
Last cargo: \_\_\_\_\_ Next to last cargo: \_\_\_\_\_  
Position Now: \_\_\_\_\_ When/where expected ready: \_\_\_\_\_  
Fully Coated: \_\_\_\_\_ Type: \_\_\_\_\_  
Coiled:  
Length Overall: \_\_\_\_\_ m/ft. Beam extreme \_\_\_\_\_ m/ft.  
\_\_\_\_\_ Derrick(s) each side with a maximum safe working load of \_\_\_\_\_  
\_\_\_\_\_ tons each.  
\_\_\_\_\_ Cargo pumps with a total maximum capacity of \_\_\_\_\_ tons/m<sup>3</sup> fresh water per hour against a back pressure  
of \_\_\_\_\_ pounds per square inch at Vessel's manifold. Service speed in all weather at \_\_\_\_\_ knots ballast,  
\_\_\_\_\_ knots loaded.

B. Laydays: Commencing: \_\_\_\_\_ Cancelling: \_\_\_\_\_

C. Loading Range/Port(s)/Places: \_\_\_\_\_

Charterer's option

D. Discharging Range/Port(s)/Places: \_\_\_\_\_

Charterer's option

E. Cargo Description: \_\_\_\_\_

F. Freight Rate: \_\_\_\_\_

G. Freight Payable to: \_\_\_\_\_

H. Commission of \_\_\_\_\_ % is payable by Owner to \_\_\_\_\_  
on actual amount of freight and deadfreight only when and as freight and deadfreight is (are) paid.

J. Total Laytime in Running Hours including crude oil washing: \_\_\_\_\_

K. Demurrage per Day: \_\_\_\_\_

L. Warranted discharge time: \_\_\_\_\_ hours against a back pressure of \_\_\_\_\_ pounds per square inch  
at Vessel's manifold, shore facilities permitting:

M. Warranted loading rate: \_\_\_\_\_ tons/m<sup>3</sup> per hour.

N. Inert Gas System: \_\_\_\_\_ Crude Oil Washing System: \_\_\_\_\_

O. The Laws of \_\_\_\_\_ shall be applicable and General Average and Arbitration shall occur  
in the same place.

P. Owner's Agent for Receipt of Service of Process (Name/Address): \_\_\_\_\_

Charterer's Agent for Receipt of Service of Process (Name/Address): \_\_\_\_\_

Q. Special Provisions and Incorporated Clauses: \_\_\_\_\_

**PART II**

1. (a) **WARRANTY:** Owner warrants that at the commencement of loading hereunder the Vessel shall be classed as specified in Clause A, Part I and that her hull, machinery, boilers, tanks and equipment, including but not limited to pipes, pumps, valves, heating coils, navigational, nautical equipment and facilities as specified in Part I, shall be in good working order and condition and in every way seaworthy and fit for the carriage of the cargo specified in Clause E, Part I, with a full and efficient complement of duly licensed master, officers and crew, so far as the foregoing conditions can be obtained by the exercise of due diligence and that she shall be so maintained throughout her service hereunder.

(b) **VOYAGE:** The Vessel shall proceed with utmost dispatch (i) to a berth, dock, anchorage, submarine line and/or alongside a Vessel or Vessels and/or a lighter or lighters and/or any other place whatsoever as ordered by Charterer in one or more of the ports or places specified in Clause C, Part I, (hereinafter called the loading port(s)) and there load a full cargo as specified in Clause E, Part I, for a part cargo if specified in Clause E, Part I, and then (ii) to a berth, dock, anchorage, submarine line and/or alongside a Vessel or Vessels and/or a lighter or lighters and/or any other place as ordered by Charterer in one or more ports or places specified in Clause D, Part I, (hereinafter called the discharge port(s)) and there deliver said cargo. The term "with utmost dispatch" shall not be deemed to permit reduction of service speed (including when loaded or in ballast) below the rates set forth in Clause A, Part I for the purpose of reducing bunker consumption or any other purpose whatsoever.

(c) **FULL CARGO:** The term "full cargo" as used in this clause and throughout this charter means a cargo which fills the Vessel to either its minimum permissible freeboard or its volume capacity, whichever first occurs, after leaving sufficient space in the tanks for the expansion of cargo.

(d) **VESSEL'S ELIGIBILITY:** Owner further warrants that the Vessel is in all respects eligible for loading to the ports and places specified in Clauses C and D of Part I, and that at all necessary times she shall have on board all certificates, records and other documents required for such service. The term "with utmost dispatch" shall not be deemed to comply with the above shall not count as laytime or as time on demurrage.

2. (a) **FREIGHT:** Freight shall be at the rate stipulated in Clause F, Part I and shall be computed on intake quantity (except dead-freight computed as per Clause J) as shown on the Bill of Lading. If the said stipulated rate is expressed in "Worldscale" the "commencement of loading" as used in said "Worldscale" shall be deemed to refer to the time when notice of readiness is tendered at the first loading port. If the Vessel tenders before the first day of the laydays stipulated in Clause B, Part I, if the Vessel tenders before the first day of the laydays stipulated in Clause B, Part I said "Worldscale" shall be deemed to refer to the first day of such laydays or to the day the Vessel commences loading, whichever occurs first. If the Vessel actually tenders after the last day of the laydays stipulated in Clause B, Part I, and such tender is accepted by Charterer, said "Worldscale" shall be deemed to refer to the day the Vessel actually commences loading.

(b) Payment of freight shall be made by Charterer without discount upon receipt of notice of completion of discharge of cargo at the last discharge port provided that no freight shall be paid on any quantity below the minimum discharge marks at any stage of the voyage. No deduction of freight shall be made for water and/or sediment contained in the cargo. For the purpose of calculating the payment of freight, the pieces grouped as "port and terminal contents" shall be "worldscale" current at the time when notice of readiness is tendered at the first loading port, shall be considered as berths within a single port. The services of a Petroleum Inspector, if required by Charterer, shall be arranged and paid for by the Charterer who shall furnish the Owner with a copy of the Inspector's Certificate.

3. **DEADFREIGHT:** Should the Charterer fail to supply a full cargo, or a part cargo if specified herein, the Vessel shall, upon request of the Charterer, proceed on her voyage, provided that the tanks in which the cargo is loaded are satisfactorily filled to put her in a seaworthy condition. Deadfreight shall be paid upon receipt of proper supporting documents at the freight rate specified in Clause F, Part I on the difference between a full cargo or, if applicable, a part cargo and the quantity actually loaded.

4. **LOADING AND DISCHARGE PORTS:** Prior to the Vessel's readiness to sail from the last previous port of call or from a bunkering port en route to the first loading port or upon signing this Charter if the Vessel is already loaded, Charterer shall nominate the port(s) of loading and port(s) of discharge or order the Vessel to any of the following destinations for orders:

Quoin Island	Land's End	Gibraltar
Suez Canal	Curacao	Singapore

If the Vessel is ordered to one of such destinations for orders, Charterer shall thereafter nominate the actual loading or discharge port(s) as soon as practicable.

(b) After loading or discharging port(s) have been nominated, and notwithstanding that Bills of Lading may have been issued, Charterer may change such port(s) and vary their rotation consistent with Part I and Owner shall issue instructions to give effect to such change. If such change is made, any time by which the steaming time to the Port(s) to which the Vessel is finally ordered exceeds that which would have been taken if the Vessel had been ordered to proceed to such Port(s) in the first instance shall count as laytime or, if the Vessel is on demurrage, as time on demurrage, but only to the extent that such time is not compensated for in the freight rate stipulated in Clause F, Part I. In addition, and in the extent not compensated by the foregoing, Charterer shall pay for additional port charges incurred and any extra charges applicable to such ports as determined by the current Mobil bunker prices applicable to the nearest port at which such bunkers are available.

(c) Wireless messages are to be sent to the shipper at the loading port and to the Vessel's agents at the discharge port, and, in both cases, to the Charterer, in accordance with Charterer's written instructions (failing said instructions wireless messages) are to be sent by the master to the shippers at loading port(s) and Vessel's agent at discharge port(s) forty-eight (48) hours before Vessel's arrival stating expected date and hour of arrival at loading and discharge port(s). Failing any such wireless message(s) Charterer is to be allowed an additional twenty-four (24) hours before Vessel's arrival at the discharge port(s) by the master to Vessel's agents at discharge port(s) shall also advise as to dispatch draft, specifying whether salt or fresh water. Any alteration in dates or times of arrival should be advised promptly by wireless to agents.

(d) Upon sailing from each loading and discharge port the master is to radio MOBILTRANS FAIRFAX the date and time notice of readiness was tendered at each port, date and time the cargo hoses were disconnected, and, where applicable, date and time cargo papers received on board at loading port. Where cargo operations are carried out at more than one terminal in a port dates and times are to be radioed for each terminal.

5. **CANCELLING:** If the Vessel has not given notice of readiness to load by 1600 hours local time on the cancelling date specified in Clause B, Part I, Charterer shall have the option of cancelling this Charter Party by notice to Owner in writing, telex or cable within 24 hours after the cancelling date otherwise this charter to remain in full force and effect. Cancellation or failure to cancel shall be without prejudice to any claims for damages Charterer may have for late tender of the Vessel's services.

6. (a) **LAYTIME:** Laytime shall not commence before 0600 hours local time on the commencing date specified in Clause B, Part I, unless Charterer should otherwise agree.

(b) The number of running hours specified as laytime in Clause J, Part I, shall be permitted to the Charterer as laytime for loading and discharging cargo and crude oil washing, if performed. Any delay due to the Vessel's condition or breakdown or inability of the Vessel to load or discharge cargo or due to any other reason assignable to the Vessel or her master, officers or crew shall not count as laytime or as time on demurrage. Charterer shall have the right of loading or discharging at any time provided that, if regulations of the Owner or port authorities prohibit loading or discharging of the cargo, time thereby lost will not count as laytime or as time on demurrage. If the Charterer, shipper or consignee prohibits loading or discharging, time thereby lost will count as laytime, or if the Vessel is on demurrage, as time on demurrage.

(c) **NOTICE OF READINESS:** Upon arrival at customary anchorage or place for such purposes as each port of loading or discharge, the master or his agent shall give the Charterer or its designee notice by letter, telegraph, wireless or telephone that the Vessel is ready to load or discharge cargo, berth or no berth, and subject to the provisions of paragraph (a) of this Clause B, Part II, laytime or, if the Vessel is on demurrage, time on demurrage shall commence upon the expiration of six (6) hours after receipt of such notice, or upon the Vessel's arrival in berth (i.e., finished mooring when at a sea loading or discharging terminal) and all fast when loading or discharging alongside a wharf or when barge lighter or lightning Vessel is alongside when lightering), whichever first occurs. However, where delay is caused by Vessel getting into berth after giving notice of readiness for any reason whatsoever over which Charterer has no control, such delay shall not count as laytime or as time on demurrage.

(d) Time used shifting between berths shall count as laytime, or, if the Vessel is on demurrage, as time on demurrage. However, if vessel is ordered to leave the berth for non-performance, in accordance with the warranties set forth in Clause L, Part I, the time from disconnection to reconnection of hoses shall not count as laytime, or, if the vessel is on demurrage, as time on demurrage.

(e) Time shall not count as laytime or if the Vessel is on demurrage as time on demurrage when spent or lost:

(i) on an inward passage moving from anchorage or other waiting place, even if lightening has taken place at the anchorage, to the berth or other place of loading or discharging specified by Charterer;

(ii) due to breakdown, inefficiency or other causes attributable to the Vessel and/or Owner;

(iii) as a result of strike, lockout, stoppage or restraint of labor of master, officers or crew of the Vessel or tugboats or pilots;

(iv) in handling ballast, bunkering not concurrent with loading and discharging, or for any other purpose of the Vessel;

(v) due to Vessel's condition or inability of the Vessel's facilities to load or discharge cargo as specified in Clauses L and M, Part I.

7. **DEMURRAGE:** Charterer shall pay demurrage per running hour and pro rata for a part thereof, as set forth in Clause K, Part I for all time that laytime specified in Clause J, Part I is exceeded by the time taken to load and discharge cargo and crude oil washing performed, and the time which, under the provisions of this Charter, counts as laytime or time on demurrage. If, however, demurrage shall be incurred at ports of loading and/or discharge due to any of the reasons of fire, explosion, storm or by a strike, picketing, lockout, stoppage or restraint of labor or by breakdown of machinery or equipment on board the plant of the Charterer, supplier, shipper or consignee of the cargo, such demurrage shall be calculated at one-half the rate specified in Clause K, Part I.

8. **LOADING/DISCHARGE PLACE:** Charterer shall not be deemed to warrant the safety of any berth, dock, anchorage and/or other place to which the Vessel may be ordered to load or discharge and shall not be liable for any loss, damage, injury or delay resulting from conditions at such ports, docks, berths, anchorages or other places not caused by Charterer's fault or neglect or which could have been avoided by the exercise of reasonable care on the part of the master, owner or pilots. The Charterer shall have the right of shifting the Vessel at loading and/or discharge ports from one berth to another on payment of all towage and pilotage shifting to next berth, charges for running lines on arrival at and leaving that berth, wharfage and dockage charges at that berth, additional agency charges and expense, customs overtime and fees, and any other extra port charges or port expenses incurred by reason of using more than one berth.

9. **PUMPING IN AND OUT:** The cargo shall be pumped into the Vessel at the expense of Charterer and out of the Vessel at the expense of the Vessel's hose connections. The cargo shall be discharged from the Vessel at the expense of Owner and at its risk only up to the Vessel's hose connections where delivery of the cargo shall be taken by Charterer or its consignees. If required by the Charterer, the Vessel, after discharging to clear shore pipelines of cargo by pumping water into the pipelines, shall be ready to receive cargo as laytime or, if the Vessel is on demurrage as time on demurrage. The Vessel shall provide all necessary pumps, power and hands required on board for mooring and unmooring, connecting or disconnecting of hoses and loading and discharging. If regulations prevent fire on board and steam is required for loading or discharging, the Charterer or consignee shall supply, at its expense, all power necessary for discharging, as well as necessary, but the Owner shall not be liable for power supplied for any other purpose. If cargo is loaded from lighters, the Vessel will furnish steam at Charterer's expense for pumping cargo into the Vessel if required by Charterer. All overtime incurred by officers and crew in loading and/or discharging shall be for the account of the Vessel.

10. (a) **HOSES:** Hoses for loading and discharging shall be furnished by the Charterer and shall be connected and disconnected by the Charterer, or at the Charterer's option, by the Owner at Owner's expense. Laytime or if the Vessel is on demurrage, time on demurrage shall count until the hoses have been disconnected.

(b) **SEA TERMINALS:** When Vessel loads or discharges at a sea terminal or mooring the Vessel shall be properly equipped for loading or discharging at such place, including suitable anchors, ground tackle, mooring lines and equipment for handling hoses.

11. **DUES AND OTHER CHARGES:** Dues, taxes and other charges on the cargo, shall be paid by Charterer and dues, taxes and other charges on the Vessel (whether or not such charges are based on ink) shall be for the account of the Vessel (whether or not such charges are based on ink) shall be for the account of the Vessel. The freight and interest, respectively as to from whom it is withheld shall be paid by Owner. However, (a) where under a provision of the freight rate in Clause F, Part I, any dues or charges are expressly for the account of Owner or Charterer, then such dues or charges shall be payable in accordance therewith, and (b) the Vessel shall be free of charges for the use of any wharf, dock, place or mooring facility arranged by Charterer for the purpose of loading or discharging cargo; however, Owner shall be responsible for charges for such berths when used solely for Vessel's purposes, such as awaiting Owner's orders, tank cleaning, repairs, etc. before, during or after loading or discharging.

12. (a) **ICE:** In case the port(s) of loading or discharge should be inaccessible owing to ice, the Vessel shall elect the course according to master's judgment, notifying by telegraph or radio if available, the Charterer, shipper or consignee, who is bound to telegraph or radio orders for another port, which is free from ice and where there are facilities for the loading or reception of the cargo in bulk. The whole of the time occupied from the time Vessel is diverted by reason of the ice until her arrival at an ice-free port of loading or discharge, as the case may be, shall be paid for by the Charterer at the demurrage rate stipulated in Clause K, Part I but only to the extent that such time is not compensated for in Clause F, Part I.

(b) If, on account of ice the master considers it dangerous to enter or remain at any loading or discharging place for fear of the Vessel being frozen in or damaged, the master shall communicate by telegraph or radio, if available, with the Charterer, shipper or consignee of the cargo, who shall telegraph or radio him in reply, giving orders to proceed to another port as per paragraph (a) of this Clause where there is no danger of ice and where there are the necessary facilities for the loading or reception of the cargo in bulk, or to remain at the original port at Charterer's risk, and in either case Charterer to pay for the time that the Vessel may be delayed, at the demurrage rate stipulated in Clause K, Part I, but only to the extent that such time is not compensated for in Clause F, Part I.

13. (a) **QUARANTINE:** Time lost at any port due to quarantine shall not count as laytime or time on demurrage unless such quarantine was in force at the time when such port was nominated by Charterer.

(b) **FUMIGATION:** If the Vessel, prior to or after entering upon this Charter, has docked or docks at any wharf which is not rat-free or sigomyia-free, she shall before proceeding to a rat-free or sigomyia-free wharf be fumigated by the Owner at his expense, except that if the Charterer ordered the Vessel to an infested wharf the Charterer shall bear the expense of fumigation.

14. (a) **CLEANING:** The Owner shall clean the tanks, pipes and pumps of the Vessel to the satisfaction of the Charterer's Inspector. Compliance with this clause shall not relieve the Owner of its obligations under Clause I, Part II hereof which are in no way lessened by this Clause.

(b) **GRADES:** The Vessel shall not be responsible for any admixture, leakage, contamination or deterioration in quality of the cargo unless the admixture, leakage, contamination or deterioration results from (i) unseaworthiness existing at the time of loading or the inception of the voyage which was discoverable by the exercise of due diligence, or (ii) error or fault of the servants of the Owner in the loading, care or discharge of the cargo.

15. (a) **CARGOES/OPERATIONS EXCLUDED:** Cargo shall not be shipped which has a vapor pressure, at one hundred degrees Fahrenheit (100°F), in excess of thirteen and one-half pounds (13.5 lbs.) as determined by the current ASTM Method (Reid) D-323.

(b) Cargo having a flash point under one hundred fifteen degrees Fahrenheit (115°F) (closed cup) ASTM Method D-56 shall not be loaded from lighters but this clause shall not restrict Charterer from loading or topping off crude oil from vessels or barges inside or outside of any port.

16. **HEAT:** If the Vessel chartered hereunder is coiled in accordance with Clause A, Part I hereof, the cargo shall be kept heated on the voyage to discharge port(s) and throughout discharge in accordance with the instructions issued by Charterer. However, in no case will thirty-five degrees Fahrenheit be maintained. The Owner warrants that the Vessel is capable of heating cargo to such temperature and of maintaining same throughout the entire voyage and discharging. If the Vessel fails to maintain the temperature required, Owner shall be responsible for all loss, shortage or damage to the cargo resulting therefrom and also for any resulting delay and the time lost thereby shall not count as laytime, or if the Vessel is on demurrage, as time on demurrage; and, if steam must be supplied from a shore or other facility to maintain the said temperature it shall be for Owner's account. Should it become necessary to withdraw the Vessel from the berth because of Owner's failure to maintain the temperature required, all time and expense incurred shall be for the Owner's account.

17. (a) **BILLS OF LADING:** Bills of Lading shall be signed by the master as presented, the master attending daily, if required, at the offices of the Charterer or its Agents. However, at Charterer's option, the Charterer or its Agents may sign bills of lading on behalf of the master. All bills of lading shall be without prejudice to this Charter and the Charterer shall indemnify the Owner against all consequences or liabilities which may arise from any inconsistency between this Charter and any bills of lading or other documents signed by the Charterer or its Agents or by the master at their request or which may arise from an irregularity in papers supplied by the Charterer or its Agents.

(b) The carriage of cargo under this Charter Party and under all bills of lading issued 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 Clause and such terms shall be incorporated verbatim or be deemed incorporated by the reference in any such bill of lading. In such sub-paragraphs and in any Act referred to therein, the word "Carrier" shall include either the Owner or the Chartered Owner of the Vessel.

(i) **CLAUSE PARAMOUNT.** This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1924, except that if this bill of lading is issued at a place where any other Act, ordinance or legislation gives statutory effect to the International Convention for the Unification of Certain Rules relating to bills of lading at Brussels, August 1924 and any amendments thereto, then this bill of lading shall have effect subject to the provisions of such Act, ordinance or legislation. The applicable Act, ordinance or legislation (hereinafter called "Act") shall be deemed to be incorporated herein and shall be deemed to be a part of this Charter. The Carrier of any of its rights or immunities or the increase of any of its responsibilities or liabilities under the Act, if any term of this bill of lading be repugnant to the Act to any extent, such term shall be void to that extent but no further.

(ii) **JASON CLAUSE:** In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers or consignees or owners of the cargo shall contribute to the Carrier in General Average to the payment of any sacrifices, salvage and special charges incurred in respect of the cargo, if a saving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said saving ship or ships belonged to strangers. Such deposit as the Carrier or his Agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall if required, be made by the cargo, shippers, consignees or owners of the cargo to the Carrier before delivery.

(iii) **GENERAL AVERAGE:** General Average shall be adjusted, stated and settled according to York/Antwerp Rules 1974, as amended, and, as to matters not provided for by those rules, according to the laws and usages at the port set forth in Clause O, Part I, (except that any payment made by Carrier to Charterer under Clause 25 (b), Part II or to a Government or others to "remove" oil or "threat of oil pollution" as defined in Clause 25 (b), Part II or to a Government or others Agreement Concerning Liability for Oil Pollution (TOVALOP), as well as to any other payment with respect to the Vessel or Owner's Liability for oil pollution damages shall not be deemed to be General Average sacrifices or expenditures). If a General Average statement is required, it shall be prepared at the port set forth in Clause O, Part I by an Adjuster from said port, it appointed by the Carrier and approved by the Charterer of this Charter. Such Adjuster shall attend to the settlement and the collection of the General Average, subject to customary charges and/or Owner and/or security shall be furnished by Carrier and/or Charterer, as security to pay General Average and/or salvage, if requested. Any cash deposit being made as shall be held by him at his risk in a special account in a duly authorized and licensed bank at the place where the General Average statement is prepared.

(iv) **BOTH TO BLAME:** If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mate or pilot or the servants of the Carrier in the navigation or in the management of the Vessel, like to the other non-carrying ship or her owners in so far 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 her owners as part of their claim against the carrying ship or Carrier. The foregoing provisions shall also apply where the colliding ships or objects are at fault in respect of a collision or contact.

(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 the owner or chartered owner of vessels by any statute or rule of law for the time being in effect.

(vi) **DEVIATION CLAUSE:** The Vessel shall have liberty to sail with or without pilots, to tow or be towed, to go on 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.

18. (a) **WAR CLAUSES:** 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 or zone which is involved in a state of war, or operation or hostilities, civil strife 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 "war" including any de jure or de facto authority or any other purported governmental organization maintaining naval, military or air forces).

(b) For the purposes of this Clause it shall be unreasonable for Owner to withhold consent to any voyage, route, or port of loading or discharge if insurance against all the risks defined in paragraph (a) of this Clause is then available commercially under a Government program given by Owner. Charterer will pay the provable additional cost of insuring Vessel against war risks (in an amount equal to the value/limit in effect as of the date of this Charter) through a Government program. Vessel shall not be required to enter or remain at any such port or zone and no such war, civil strife or piracy, shall have the right to order the cargo to be loaded or discharged at any other port of loading or discharge within the range of loading or discharge ports set forth in Clause C and D, Part I.

(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, in respect to a voyage to any such port or zone assume the provable additional cost of wages and insurance properly incurred in connection with master, officers and crew as a consequence of such war, wartime operations or hostilities.

(d) The provisions of this Clause shall apply in the same manner and effect to the consequences of civil war, revolution, rebellion, insurrection or civil strife arising therefrom or piracy.

19. **RELOADING:** Charterer shall have the option of reloading the Vessel with a part cargo as described in Clause E, Part I at any port of discharge nominated by the Charterer within the discharge options contained in Clause D, Part I and Owner agrees to discharge such port or ports lie within the rotation of (i.e. sequence) of discharge ports previously nominated. If this option is exercised, freight shall be payable at the demurrage rate stipulated in Clause K, Part I for additional time consumed awaiting berth and/or cargo and/or incurred as a result of such reloading shall be for Charterer's account.

20. (a) **EXCEPTIONS:** The Vessel, her master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage to cargo arising or resulting from: any act, neglect, default or barratry of the master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the 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. And neither the Vessel, her master or Owner, nor the Charterer, shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder piracy, or resulting from: act of God; act of war; perils of the sea; acts of public enemies, legal process provided bond is promptly furnished to release the Vessel or cargo; strike or lockout or stoppage or restraint of labor from whatever cause either partial or general; or riot or civil commotion.

(b) The exceptions stated in paragraph (a) of this Clause shall not affect the Owner's warranty and undertaking with respect to the condition of the Vessel at the commencement of loading hereunder, the obligations of the Owner in respect of the loading, handling, stowage, carriage, custody, care and discharge of cargo or the rights or obligations of the Owner or Charterer with respect to laytime or demurrage as elsewhere provided in this Charter.

21. **LIEN:** Owner shall have a lien on all cargoes for all amounts when due under this Charter, and Charterer shall have a lien on the Vessel for all moneys paid in advance and not earned, all disbursements and advances for the Owner's account (if Charterer should, at its option, elect to make any such disbursements or advances) and for any damages sustained by Charterer as a result of breach of this Charter by Owner.

22. **AGENTS:** Owner shall appoint Vessel's agents as may be named by Charterer at all loading and discharge ports.

23. (a) **ASSIGNMENTS:** Charterer, upon notice in writing or by telex or cable subsequently confirmed in writing to Owner may assign this Charter to any company related or affiliated to it.

(b) **SUBLET:** Charterer shall have the right to sublet the Vessel but, in the event of such a sublet, Charterer shall always remain responsible for the fulfillment of this Charter in all its terms and conditions.

24. (a) **POLLUTION:** Owner undertakes that at the commencement of the ballast passage, prior to presenting for loading under this Charter, the master will set on board all oily washing collect the washing from the previous cargo. The master shall during the tank of the free water, discharge the water to separated overboard.

(b) When the above operation is completed, the master or Owner shall notify Charterer by cable, telex or radio as to the amount of oil, oily residues and water in the aforesaid segregated cargo compartment.

(c) If being notified, as provided in paragraph (b) above, Charterer undertake to give instructions for the oily residues and water in the aforesaid segregated cargo compartment the master shall arrange that the quantity of oil, oily residues and water in said segregated cargo compartment shall be measured in conjunction with cargo supplies and a note of the quantity involved made in the Vessel's ullage record.

(d) Should Charterer require the master, Vessel or Owner to load cargo on top of the oil, oily residues and water to be segregated, freight shall be paid in accordance with Clause F, (15%) of the Vessel's deadweight tonnage on applicable marks. Owners agree to insure the (0.15%) of the Vessel's deadweight tonnage on applicable marks.

(e) Should Charterer require the master, Vessel or Owner to segregate the said oil, oily residues and water to be segregated from the cargo to be loaded, Charterer shall pay for any deadfreight so incurred, upon presentation of satisfactory supporting documents.

25. (a) **TOVALOP:** Owner warrants that the vessel is a participating Tanker in TOVALOP and will so remain during this charter, provided however that nothing herein shall prevent Owner, upon prior notice to Charterer, from withdrawing from TOVALOP under Clauses III (B) or X thereof, and provided further that upon any withdrawal under Clause III (B) or under Clause X, Charterer shall have the option to terminate this Charter.

(b) When an escape or discharge of Oil occurs from the vessel and causes or threatens to cause imminent danger of the escape or discharge of Oil which, if it occurred, would create a serious Pollution Damage, then Charterer may, at its option, upon notice to Owner of damage or to remove the threat, unless the owner promptly undertakes the same. Charterer shall permit the nature of the measures intended to be taken by them, and if such measures taken by Charterer shall be deemed taken on Owner's authority and as an Owner's agent, and shall be at Owner's expense except to the extent that:

(i) Any such escape or discharge or threat was caused or contributed to by Charterer, or

(ii) By reason of the exceptions set out in Article III, paragraph 2, of the 1969 International Convention on Civil Liability for Oil Pollution Damage, Owner is or, had the said Convention applied to such escape or discharge or to the threat, would have been exempt from liability for the same, or

(iii) The cost of such measures together with all other liabilities, costs and expenses of Owner arising out of or in connection with such escape or discharge or threat exceed the maximum liability applicable to the vessel under TOVALOP at the time of such escape or discharge or threat, save and insofar as Owner shall be entitled to recover such excess under either the 1971 International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage or under CRISTAL.

(c) **PROVIDED ALWAYS** that if Owner in its absolute discretion considers said measures should be discontinued, Owner shall notify Charterer and thereafter Charterer shall have no right to continue said measures under the provisions of this clause and all further liability to Charterer under this clause shall thereupon cease.

(d) The above provisions are not in derogation of such other rights as Charterer or Owner may have under the Charter or may otherwise have or accrue by law or any International Convention or TOVALOP.

(e) For the purposes of this clause, the meaning of the terms "Oil" and "Pollution Damage" shall be as defined in TOVALOP and "Ton" shall be understood in relation to "Tonnage" as defined therein.

26. **CERTIFICATES:** Owner warrants that the Vessel performing under this Charter carries a Certificate of Financial Responsibility meeting the requirements of the U.S. Federal Maritime Commission promulgated pursuant to the Federal Water Pollution Control Act as amended as well as a Certificate of Insurance required under the Civil Liability Convention for Oil Pollution Liability (1969). Owner further warrants that said certificates will be maintained effective throughout the duration of performance under this charter. Any delay incurred because of the Vessel's failure to comply with the above shall not count as laytime or as time on demurrage.

27. (a) **INERT GAS GAUGING CLAUSE:** If the vessel, as set forth in Clause N, Part I, is equipped with an inert gas system Charterer may request depressurization of the tanks to allow ullage measurements by designated inspectors in accordance with the provisions of Sec. 9.24 Page 57 of the International Safety Guide for Oil Tankers and Terminals (ISGOTT) as well as any subsequent amendments or substitutions thereto as issued by the International Chamber of Shipping (ICS) and the Oil Companies International Marine Forum (OCIMF).

(b) **CRUDE OIL WASHING:** If the Vessel, as set forth in Clause N, Part I, is equipped with an inert gas system and/or a crude oil washing system the Owner warrants and undertakes to operate said system(s) and will perform crude oil washing to Charterer's satisfaction.

28. **CARGO LOADING/DISCHARGE ADVISOR:** Charterer may, at its option and cost, place on the Vessel a Cargo Advisor to monitor the loading and/or discharge of cargo and, if applicable, the inert gas and/or crude oil washing operation. In addition, the said Cargo Advisor shall render advice(s) to the master relative to (a) the avoidance of either safety or pollution hazards of both and/or (b) complete discharge of cargo, if bring however for its safe and efficient operation and that the advice(s) of the Cargo Advisor may be relied upon or affiliated to the Charterer, shall bear any liability or responsibility with respect to hazards in this respect.

29. **ARBITRATION/LITIGATION CLAUSE:** (a) The construction, validity and performance of this Charter shall be governed by the laws applicable to the Charter parties made in the City of New York or the City of London, whichever is specified in Clause O, Part I hereof. The interpretation of this Charter, No modification, waiver or discharge of any term in this Charter shall be valid unless it is reduced to writing and executed by the party to be charged therewith.

(b) Any dispute between the parties hereto which gives rise to a claim or amended claim by either party against the other in a principal amount of \$50,000.00 (Fifty Thousand United States Dollars) or more shall be decided in accordance with Clause O, Part I hereof, either by the Southern District of New York or by the Admiralty and Commercial Court of the Queen's Bench Charterer hereby irrevocably submits to the jurisdiction of which both Owner and Charterer hereby irrevocably submit for the purpose of adjudicating such dispute, regardless of arbitration under sub-paragraph (c) below with respect to such dispute. In connection with an court proceedings which may be commenced pursuant to this sub-paragraph (b), Owner and Charterer hereby appoint the agents specified in Clause P, Part I, hereof. The failure of either of them to appear at such proceedings shall not impair the validity thereof or of any ruling, orders or judgments rendered in any proceedings arising therefrom.

(c) (i) Subject to sub-section (c) (ii) below, any dispute between the parties hereto which gives rise to a claim by each party against the other in a principal amount of less than \$50,000 (Fifty Thousand United States Dollars), including any dispute involving one party's claim of less than said amount and a defense which asserts no damages, shall be put to arbitration in accordance with Clause O, Part I hereof, in either the City of New York or the City of London, pursuant to the laws relating to arbitration then in force before a board of three persons, consisting of one arbitrator to be appointed by the Owner, one by the Charterer, and one by the parties to be chosen. In the event that either party should fail to appoint its Arbitrator within sixty (60) days following the date on which the first party has appointed its Arbitrator, the single Arbitrator so appointed may render a decision hereunder. The decision of any two of the three arbitrators shall be final. Until such time as the Arbitrators finally close the hearings either party shall have the right by written notice to the Arbitrators and the other party to amend its claim, specifying further disputes or relief which they, or a majority of them, deem just and equitable within the scope of this Section (c) (i) or to sub-Section (c) (ii) below may include costs, including a reasonable allowance of attorneys' fees and judgment. If after commencement of an Arbitration pursuant to this sub-Section (c) (i) or to sub-Section (c) (ii) below either party amends its original claim to increase the principal amount of damages sought by said party to \$50,000.00 (Fifty Thousand United States Dollars) or more, then the parties, unless they otherwise agree, shall discontinue the arbitration, and mutually waive any time bar and/or defenses, and submit their dispute to litigation in accordance with sub-paragraph (b) above.

(ii) Notwithstanding anything to the contrary contained in sub-Section (c) (i) above, should the principal amount claimed by each party not exceed \$10,000.00 (Ten Thousand United States Dollars) and should Clause O, Part I hereof specify New York as the place of arbitration or

litigation, arbitration of the dispute shall be governed by the "shortened arbitration procedure" of the Society of Maritime Arbitrators, Inc., of New York, incorporated by reference herein and as defined in the society's rules for such procedure in effect on the date of this Charter. If after commencement of a shortened arbitration procedure pursuant to this sub-section (c) (ii) either party amends its original claim to increase the principal amount of damages sought by said party beyond \$10,000.00 (Ten Thousand United States Dollars), then unless they otherwise agree the parties shall discontinue the shortened arbitration procedure, mutually waive any time bar and/or laches defenses, and submit their dispute, as appropriate, either to arbitration under sub-section (c) (i) or to the Southern District in accordance with sub-paragraph (b) above.

10. INTERPRETATION: The interpretation of this Charter and the rights and obligations of the parties shall be governed by the laws applicable to charter parties made as stated in Clause O, Part I. The headings of Clauses are for convenience of reference only and shall not affect the interpretation of this Charter. No amendment, 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.

IN WITNESS WHEREOF, the parties have caused this Charter, consisting of a Preamble, Part I (with any Special Provisions and/or Incorporated Clauses) and Part II, to be executed in duplicate as of the date and year first above written. Each person signing this Charter hereby represents, warrants and undertakes that he has been authorized to execute this Charter by and on behalf of the Party for whom he signs and shall submit written evidence of said authority, if requested.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Owner

By: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Charterer

By: \_\_\_\_\_