

It is this day agreed between

	of	(hereinafter referred to as "Owners"), being Owners of the	1
	good	tank vessel called	2
		(hereinafter referred to as "the vessel") described as per clause 24 hereof and	3
	of	(hereinafter referred to as "Charterers").	4
Description of Vessel	1.	Owners guarantee that at the date of delivery of the vessel under this charter	5
	(a)	she shall be classed	6
	(b)	she shall be in every way fitted for burning marine diesel oil or fuel oil with a maximum viscosity of 3500 seconds Redwood 1 at 100 degrees F. in main motors and any commercial grade of fuel oil under boilers; and	7
	(c)	she shall be fully coiled and capable at all times of heating and maintaining cargo at a temperature of at least $^{\circ}F/$ $^{\circ}C$.	8
			9
			10
			11
Condition of Vessel	2.	Owners shall, before and at the date of delivery of the vessel under this charter, exercise due diligence to make the vessel	12
	(a)	in every way fit to carry crude petroleum and/or its products; and	13
	(b)	tight, staunch, strong, in good order and condition, in every way fit for the service, with her machinery, boilers and hull in such a state as to obtain the most economic working and with a full and efficient complement of master, officers and crew for a vessel of her tonnage.	14
			15
			16
			17
		Owners undertake that throughout the period of service under this charter they will, whenever the passage of time, wear and tear or any event (whether coming within clause 28 hereof or not) requires steps to be taken to maintain the vessel as stipulated in clause 1 hereof and in this clause or to restore the vessel to such condition, exercise due diligence to maintain or restore the vessel as aforesaid, and that they will comply with the regulations in force so as to enable the vessel to pass through the Suez and Panama Canals by day and night without delay.	18
			19
			20
			21
			22
			23
Period and Trading Limits	3.	Owners agree to let and Charterers agree to hire the vessel for a period of	24
		commencing from the time and date of delivery of the vessel, for the purpose	25
		of carrying all lawful merchandise including in particular	26
			27
		in any part of the world, as Charterers shall direct, subject to the limits of the current British Institute Warranties and any subsequent amendments thereof, it being understood that Charterers shall not send the vessel to ice-bound waters without Owners' consent but such consent shall not be unreasonably withheld.	28
			29
		Charterers shall exercise due diligence to ensure that the vessel is only employed between and at safe ports, places, berths, docks, anchorages and submarine lines where she can always lie safely afloat, but notwithstanding anything contained in this or any other clause of this charter, Charterers shall not be deemed to warrant the safety of any port, place, berth, dock, anchorage or submarine line and shall be under no liability in respect thereof except for loss or damage caused by their failure to exercise due diligence as aforesaid. Subject as above, the vessel shall be loaded and discharged in any dock or at any wharf or place or anchorage or submarine line or alongside lighters or other vessels as Charterers may direct.	30
			31
			32
			33
			34
			35
			36
		The vessel shall be delivered by Owners at	37
		at Owners' option and redelivered to Owners at	38
		at Charterers' option.	39

Laydays/ Cancelling	4. The vessel shall not be delivered to Charterers before	40
	and Charterers shall have the option of cancelling this charter if the vessel is not ready and at their disposal on or before	41 42
Owners to Provide	5. Owners undertake to provide and to pay for all provisions, wages, and shipping and discharging fees and all other expenses of the master, officers and crew; also, except as provided in clauses 34 and 35 hereof, to pay for all insurance on the vessel, for all deck, cabin and engine-room stores, and water, except water for the boilers which (unless the vessel is off-hire) is to be supplied and paid for by Charterers; and for all fumigation expenses and deratisation exemption certificates. Owners' obligations under this clause extend to cover all liability for customs or import duties arising at any time during the performance of this charter in relation to the personal effects of the master, officers and crew, and in relation to the stores, provisions and other matters aforesaid which Owners are to provide and/or pay for and Owners shall refund to Charterers any sums they or their agents may have paid or been compelled to pay in respect of such liability. Any amounts allowable in general average for wages and provisions and stores shall be credited to Charterers insofar as such amounts are in respect of a period when the vessel is on hire.	43 44 45 46 47 48 49 50 51 52 53
Charters to Provide	6. Charterers shall provide and pay for all fuel (except galley fuel), towage and pilotage and shall pay agency fees, port charges, commissions, expenses of loading and unloading cargoes, canal dues and all charges other than those payable by Owners in accordance with the preceding clause hereof, provided that all charges for the said items shall be paid by Owners when incurred for Owners' purposes, whether the vessel is on hire or off-hire. The foregoing provision as to fuel shall not apply to any fuel used in connection with a general average sacrifice or expenditure or with the preparation for and the drydocking or repair of the vessel which shall in any event be paid for by Owners.	54 55 56 57 58 59 60
Rate of Hire	7. Subject as herein provided Charterers shall pay for the use and hire of the vessel at the rate of per ton of 20 cwts. on the vessel's total deadweight on summer freeboard, as assigned at the date hereof, per calendar month, commencing at and from the time and date of her delivery as aforesaid, and pro rata for any part of a month, and continuing until the time and date of her redelivery to Owners.	61 62 63 64 65
Payment of Hire	8. Payment of the said hire shall be made in London monthly in advance less any amounts disbursed on Owners' behalf and less any hire paid or expenses incurred by Charterers as may reasonably be estimated by them to relate to off-hire periods, and less any amounts due or estimated to become due to Charterers under the terms of clause 24 hereof, any adjustment to be made at the due date for the next monthly payment after the facts have been ascertained. In default of such payment Owners may withdraw the vessel from the service of Charterers, without prejudice to any claim Owners may otherwise have on Charterers under this charter.	66 67 68 69 70 71 72
Space Available to Charterers	9. The whole reach, burthen and decks of the vessel and its passenger accommodation (which shall be deemed to include Owners' suite), if any, shall be at Charterers' disposal, reserving only proper and sufficient space for the vessel's master, officers, crew, tackle, apparel, furniture, provisions and stores, provided that the weight of stores on board shall not, unless specially agreed, exceed 150 tons at any one time during the period of the charter. The vessel shall load and discharge cargo as rapidly as possible by night as well as by day when required by Charterers or their agents to do so. Charterers may consistently with the safety of the vessel remove any stanchions and ladders, which shall, if required, be replaced by them before redelivery at their own expense and to the satisfaction of Owners' surveyor.	73 74 75 76 77 78 79 80
Duties of Master	10. The master shall prosecute his voyages with the utmost despatch and shall render all reasonable assistance with the vessel's officers and crew and equipment, overtime pay of the master, officers and crew in accordance with ship's articles being at Charterers' expense when incurred as a result of complying with the request of Charterers or their agents.	81 82 83 84
Instructions and Logs	11. The master shall be furnished by Charterers from time to time with all requisite instructions and sailing directions, and shall keep a full and correct log of the voyage or voyages, which shall be open to inspection by Charterers or their agents as required. The master shall furnish Charterers or their agents when required to do so with a true copy of such log and with properly completed loading and discharging port sheets and voyage reports for each voyage and other returns as Charterers may require. Charterers shall be entitled to take copies at Owners' expense of any of such documents as are not provided by the master.	85 86 87 88 89 90 91
Conduct of Vessel's Personnel	12. If Charterers shall complain of the conduct of the master or any of the officers, Owners and Charterers jointly shall immediately investigate the complaint, and if the complaint prove to be well founded, Owners shall, without delay, make a change in the appointments.	92 93 94
Bills of Lading	13. The master (although appointed by Owners) shall be under the orders and direction of Charterers as regards employment of the vessel, agency or other arrangements. Bills of lading are to be signed at any rate of freight Charterers or their agents may direct, without prejudice to this charter, the master attending as necessary at the offices of Charterers or their agents to do so. Charterers hereby indemnify Owners against all consequences or liabilities that may arise from the master, Charterers or their agents signing bills of lading or other documents, or from the master otherwise complying with Charterers' or their agents' orders, as well as from any irregularities in papers supplied by Charterers or their agents. The said indemnity shall not extend to any consequences or liabilities or apply to any loss or damage arising from orders to proceed to, enter, remain in or at, depart from or shift berth in or at any port, place, berth, dock, anchorage or submarine line, other than consequences or liabilities or loss or damage resulting from or caused by failure to exercise due diligence as required by clause 3 hereof.	95 96 97 98 99 100 101 102 103 104 105
Stowage	Stevadores when required shall be employed and paid by Charterers, but this shall not relieve Owners from responsibility at all times for proper stowage, which must be controlled by the master, who shall keep a strict account of all cargo loaded and discharged. Owners hereby indemnify Charterers, their servants and agents, against all losses, claims, responsibilities and liabilities arising in any way whatsoever from the employment of pilots, tugboats or stevedores who although employed by Charterers shall be deemed to be the servants and in the service of Owners and under their instructions, but such indemnity shall not exceed the amount to which the Owners would have been entitled to limit their liability if they had themselves employed such pilots, tugboats and stevedores.	106 107 108 109 110 111 112 113
Bunkers at Delivery and Redelivery	14. Charterers shall accept and pay for all bunker oil and boiler water on board at the time of delivery, and Owners shall, on the expiry of this charter, pay for all bunker oil and boiler water then remaining on board at current market prices at the respective ports. Owners shall give Charterers the use and benefit of any fuel contracts they may have in force, at home and/or abroad, if so required by Charterers, provided suppliers agree.	114 115 116 117 118

Passengers	15. Charterers may send passengers in the vessel's available accommodation upon any voyage made under this charter, Owners finding provisions and all requisites as supplied to officers, except liquors, Charterers paying at the rate of	119 120 121
Sub-let	16. Charterers may sub-let the vessel, but shall always remain responsible to Owners for the due fulfilment of this charter.	122 123
Infected Area and Infraction of Local Law.	17. Owners shall be liable for any delay in quarantine arising from the master, officers or crew having communication with the shore at any infected area without the written consent or instructions of Charterers or their agents, also for any loss of time through detention by customs or other authorities caused by smuggling or other infraction of local law on the part of the master, officers or crew.	124 125 126 127
Final Voyage	18. Should the vessel be on her voyage towards the port of redelivery at the time a payment of hire is due, payment of hire shall be made for such length of time as Owners and Charterers may agree upon as being the estimated time necessary to complete the voyage, less any disbursements made or expected to be made or expenses incurred or expected to be incurred by Charterers for Owners' account and less the estimated value of bunker fuel remaining at the termination of the voyage, and when the vessel is redelivered any overpayment shall be refunded by Owners or underpayment paid by Charterers. Notwithstanding the provisions of clause 3 hereof, should the vessel be upon a voyage at the expiry of the period of this charter, Charterers shall have the use of the vessel at the same rate and conditions for such extended time as may be necessary for the completion of the round voyage on which she is engaged and her return to a port of redelivery as provided by this charter.	128 129 130 131 132 133 134 135 136 137
Loss of Vessel	19. Should the vessel be lost, hire shall cease at noon on the day of her loss and, should the vessel be missing, hire shall cease at noon on the day on which she was last heard of, and any hire paid in advance and not earned shall be returned to Charterers.	138 139 140
Laying-up	20. Charterers shall have the option of laying up the vessel, in which case the hire provided for under this charter shall be reduced by the amount by which Owners can reasonably reduce the expenditure otherwise falling upon them under this charter.	141 142 143
Off-Hire	21. In the event of loss of time (whether arising from interruption in the performance of the vessel's service or from reduction in the speed of the performance thereof or in any other manner)	144 145
	(i) due to deficiency of personnel or stores, repairs, breakdown (whether partial or otherwise) of machinery or boilers, collision or stranding or accident or damage to the vessel or any other cause preventing the efficient working of the vessel; or	146 147 148
	(ii) due to strikes, refusal to sail, breach of orders or neglect of duty on the part of the master, officers or crew; or	149 150
	(iii) for the purpose of obtaining medical advice or treatment for or landing any sick or injured person (other than a passenger carried under clause 15 hereof) or for the purpose of landing the body of any person (other than such a passenger);	151 152 153
	hire shall cease to be due or payable from the commencement of such loss of time until the vessel is again ready and in an efficient state to resume her service from a position not less favourable to Charterers than that at which such loss of time commenced.	154 155 156
	Any such loss of time which arises wholly or partly from a reduction in the vessel's guaranteed average speed provided in clause 24 hereof shall be taken to be the difference between the time the vessel would require to perform the relevant service at the said speed and the time actually taken to perform the same and such loss of time shall be added to any loss of time arising from interruption in the performance of the vessel's service.	157 158 159 160 161
	Further and without prejudice to the foregoing, in the event of the vessel deviating (which expression includes putting back, or putting into any port other than that to which she is bound under the instructions of Charterers) for any cause or for any purpose previously mentioned in this clause, no hire shall in any case be payable as from the commencement of such deviation until the time when the vessel is again ready and in an efficient state to resume her service from a position not less favourable to Charterers than that at which the deviation commenced.	162 163 164 165 166 167
	In the event of the vessel, for any cause or for any purpose previously mentioned in this clause, putting into any port other than the port to which she is bound on the instructions of Charterers, the port charges, pilotage and other expenses at such port shall be borne by Owners. Should the vessel be driven into port or any anchorage by stress of weather hire shall continue to be due and payable during any loss of time caused thereby.	168 169 170 171 172
	In the event of detention of the vessel by authorities at home or abroad in consequence of legal action against Owners (unless brought about by the act or neglect of Charterers), whereby the vessel is rendered unavailable for Charterers' service, the vessel shall be off-hire until the service can again be resumed.	173 174 175
	If the nation to which the vessel belongs becomes engaged in hostilities, hire and all other charges shall cease during the continuance of such hostilities if Charterers in consequence of such hostilities find it impossible to employ the vessel and in that event Owners shall have the right to employ the vessel on their own account.	176 177 178 179
	All drydock charges shall be at Owners' expense. Time lost by the vessel gasfreeing for repairs and in and waiting her turn to enter drydock shall, irrespective of duration, count as off-hire.	180 181
	Any loss of time during which the vessel is off-hire as provided in this and the succeeding clause shall count as part of the charter period.	182 183
Periodical Drydocking	22. Owners undertake that twelve months after the vessel was last drydocked and at the expiry thereafter of each twelve months of continuous use under the charter they will put the vessel in drydock and clean and paint her bottom at their expense as soon thereafter as Charterers place the vessel at Owners' disposal, clear of cargo, at a port having suitable accommodation for the purpose.	184 185 186 187
	Notwithstanding the provision in the preceding clause as to time lost by the vessel gasfreeing, time lost in making tanks free of gas, as distinct from tank cleaning, for the purpose solely or primarily of periodical bottom cleaning and painting shall be for the account of Charterers provided Owners shall have exercised due diligence to make the tanks free of gas before the arrival of the vessel at the dry-docking port or as soon as practicable thereafter. The vessel shall be off-hire from the time of arrival at the drydocking port but provided due diligence is exercised as aforesaid any time lost thereafter in gas-	188 189 190 191 192 193

	freeing for the purpose aforesaid shall be excluded from the off-hire period and shall count as on hire.	194
	The vessel shall remain off-hire until she is again in every way ready to resume Charterers' service at the position at which the off-hire period commenced, or at an equivalent position. The expense of gasfreeing, which shall include the cost of bunkers used, shall be for Owners' account.	195 196 197
	If Owners require the vessel to proceed to any special port for periodical docking purposes, no hire shall be payable for time lost in proceeding to, whilst at and after leaving such special port until reaching a position equivalent to that at which the off-hire period commenced, nor for the time lost in making tanks free of gas for such docking; all fuel consumed and all other expenses incurred in the course thereof shall be paid for by Owners, Charterers crediting Owners with any benefit they may gain in purchasing fuel at the special port aforesaid. All drydocking shall be at Owners' expense. Time spent by the vessel in and waiting her turn to enter drydock shall, irrespective of duration, count as off-hire.	198 199 200 201 202 203 204
Boiler Cleaning, etc.	23. Notwithstanding the provisions of clause 21 hereof, loss of time due to any of the reasons specified therein or to cleaning of boilers and/or opening up of pistons and/or overhauling of engines shall be allowed on hire between the commencement of the charter period and the first Periodical Drydocking as provided for in clause 22 hereof and thereafter between each consecutive Periodical Drydocking up to a total calculated at the rate of 72 hours per year and pro rata for part of a year.	205 206 207 208 209
Detailed Description and Performance	24. Owners warrant that at the date of delivery under this charter the vessel shall be of the description set out in Form dated attached hereto and signed by them and undertake to use their best endeavours so to maintain the vessel during the period of her service hereunder. Further but otherwise without prejudice to the generality of this clause Owners guarantee that the average speed of the vessel will not be less than knots in ballast and knots fully laden, with a maximum bunker consumption of tons diesel oil, tons fuel oil per day for all purposes excluding cargo heating and tank cleaning.	210 211 212 213 214 215 216
	The aforesaid average speeds shall be calculated in each yearly or other less period, as defined hereinafter, by reference to the observed distance from pilot station to pilot station on all sea passages and over the whole of the time the vessel is on hire during such period, otherwise than as provided in clause 23 hereof.	217 218 219 220
	If during any year from the commencement of the charter period the vessel falls below or exceeds the performance guaranteed in this clause then	221 222
	(a) If such shortfall or excess results respectively from a reduction or an increase in the average speed of the vessel, as herein defined, in relation to the average speed guaranteed hereunder then hire shall be reduced or increased as may be appropriate in an amount proportionate to the loss or gain in time involved;	223 224 225 226
	(b) If such shortfall or excess results respectively from an increase or a decrease in the vessel's average daily bunker consumption, as herein defined, in relation to the average daily consumption guaranteed hereunder, hire shall be reduced or increased as may be appropriate by an amount equivalent to the value of the excess or saving in bunkers involved based on the average price paid by Charterers for the vessel's bunkers in this period.	227 228 229 230 231
	Reduction of hire under the foregoing provisions shall be without prejudice to any other remedy available to Charterers.	232 233
	Claims in respect of reduction of hire arising under this clause during the final year or part year of the charter period as specified in clause 3 hereof and any extension thereof under this charter shall in the first instance be settled in accordance with Charterers' estimate made two months before the end of the Charter period as so specified. Any necessary adjustment after the end of the charter shall be made by payment by Owners to Charterers or Charterers to Owners as the case may require.	234 235 236 237 238
	Payments in respect of increase of hire arising under this clause shall be made promptly after receipt by Charterers of all the information necessary to calculate such increase.	239 240
	In event of any conflict between the particulars set out in the aforesaid Form and any other provision (including this clause) of this charter such other provision shall prevail.	241 242
Tanks, etc.	25. Owners guarantee that the tanks, valves and pipelines are oil-tight at the commencement of this charter, and Owners bind themselves to take every possible precaution to maintain the tanks, valves and pipelines in this condition during the charter period.	243 244 245
Salvage	26. All salvage and all proceeds from derelicts shall be divided equally between Owners and Charterers after deducting the master's, officers' and crew's share, hire of vessel for time lost and cost of fuel consumed and all other expenses incurred. Subject as aforesaid, and subject to the provisions of clause 21 hereof, all loss of time and all expenses (excluding any damage to or loss of the vessel) incurred in saving or attempting to save life and in unsuccessful attempts at salvage shall be borne equally by Owners and Charterers, provided that Charterers shall not be liable to contribute towards any salvage payable by Owners arising in any way out of services rendered under this clause.	246 247 248 249 250 251 252
Lien	27. Owners shall have a lien upon all cargoes and all freights for any amounts due under this charter; and Charterers shall have a lien on the vessel for all moneys paid in advance and not earned, and for all claims for damages arising from any breach by Owners of this charter.	253 254 255
Exceptions	28. Save that clauses 1, 2 and 24 hereof shall be unaffected hereby, the vessel, her master and Owners shall not, unless otherwise in this charter expressly provided, be responsible for any loss or damage arising or resulting from any act, neglect or default of the master, pilots, mariners or other servants of Owners in the navigation or management of the vessel; fire, unless caused by the actual fault or privity of Owners; collision or stranding; dangers and accidents of the sea; explosion, bursting of boilers, breakage of shafts or any latent defect in hull, equipment or machinery. And neither the vessel, her master or Owners, nor Charterers shall, unless otherwise in this charter expressly provided, be responsible for any loss or damage or delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure under legal process, quarantine restrictions, strikes, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people. The vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress and to deviate for the purpose of saving life or property. This clause is not to be construed as in any way affecting the provisions for cessation of hire as provided in this charter.	256 257 258 259 260 261 262 263 264 265 266 267 268

Injurious Cargoes	29. No acids, explosives or cargoes injurious to the vessel shall be shipped, nor shall any voyage be undertaken, nor goods or cargoes be loaded, that would involve risk of seizure, capture, or penalty imposed by British or foreign rulers or governments, and without prejudice to the foregoing any damage to the tanks caused by the shipment of any such cargo as aforesaid shall be at Charterers' risk and expense, and the time taken to repair such damage shall be for Charterers' account.	269 270 271 272 273
Grade of Bunkers	30. Charterers have the option of supplying for use in the main motors marine diesel oil or fuel oil with a maximum viscosity of 3500 seconds Redwood 1 at 100 degrees F. and for use under the boilers any commercial grade of fuel oil. If Owners require the vessel to be supplied with more expensive bunkers they shall be liable for the extra cost thereof.	274 275 276 277
Disbursements	31. Should the master require advances for ordinary disbursements at any port, Charterers or their agents shall make such advances to him, in consideration of which Owners shall pay a commission of 2½ per cent, and all such advances shall be deducted from hire.	278 279 280
Requisition	32. Should the vessel be requisitioned by the Government during the period of this charter, the vessel shall be deemed to be off-hire during the period of such requisition, and any hire paid by the said Government in respect of such requisition period shall be for Owners' account. The period during which the vessel is on requisition to the said Government shall count as part of the period provided for in clause 3 of this charter.	281 282 283 284 285
Outbreak of War	33. If war or hostilities break out between any two or more of the following countries Charterers shall have the right of cancelling the charter.	286 287 both Owners and 288 289
Additional War Expenses	34. Any extra expenses which may be incurred by Owners if the vessel has to trade in areas where there is war (de facto or de jure) shall be borne by Charterers, provided that before such expenses are incurred Charterers are given an opportunity to signify their approval.	290 291 292
War Insurance	35. War and/or mine risk insurance, if any, shall be for Owners' account, but notwithstanding the provisions of clause 5 hereof, war risk insurance on hull and machinery on a mutually agreed value in excess of the rate ruling at the date hereof shall be for Charterers' account.	293 294 295
War Risks	36. (1) The master shall not be required or bound to sign bills of lading for any blockaded port or for any port which the master or Owners in his or their discretion consider dangerous or impossible to enter or reach. (2) (A) If any port of loading or of discharge named in this charter or to which the vessel may properly be ordered pursuant to the terms of the bills of lading be blockaded, or (B) If owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions, or the operation of international law (a) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the master or Owners in his or their discretion dangerous or prohibited or (b) it be considered by the master or Owners in his or their discretion dangerous or impossible for the vessel to reach any such port of loading or of discharge,	296 297 298 299 300 301 302 303 304 305
	Charterers shall have the right to order the cargo or such part of it as may be affected to be loaded or discharged at any other port of loading or of discharge within the range of loading or discharge ports respectively established under the provisions of the charter (provided such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the master's or Owners' discretion dangerous or prohibited). If in respect of a port of discharge no orders be received from Charterers within 48 hours after they or their agents have received from Owners a request for the nomination of a substitute port, Owners shall then be at liberty to discharge the cargo at any port which they or the master may in their or his discretion decide on (whether within the range of discharge ports established under the provisions of the charter or not) and such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharge ports established under the provisions of the charter, the charter shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated. However, if the vessel discharges the cargo at a port outside the range of discharge ports established under the provisions of the charter, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat shall be paid by Charterers or cargo owners. In this latter event Owners shall have a lien on the cargo for all such extra expenses.	306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323
	(3) The vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any other wise whatsoever given by the government of the nation under whose flag the vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations anything is done or is not done, such shall not be deemed a deviation.	324 325 326 327 328 329 330 331
	If by reason of or in compliance with any such direction or recommendation the vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the bills of lading, the vessel may proceed to any port of discharge which the master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment and Owners shall be entitled to freight as if discharge had been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms of the bills of lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by Charterers and/or cargo owners and Owners shall have a lien on the cargo for freight and all such expenses.	332 333 334 335 336 337 338 339 340 341
	Charterers shall procure that all bills of lading issued under this charter shall contain the foregoing clause so far as applicable to bills of lading.	342 343

Both to Blame Collision Clause	37. If the liability for any collision in which the vessel is involved while performing this charter falls to be determined in accordance with the laws of the United States of America, the following provision shall apply:—	344
		345
		346
	“If the ship 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, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss, or liability to the other or 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 the said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.	347
		348
		349
		350
		351
		352
		353
	354	
	“The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.”	355
		356
		357
	Charterers shall procure that all bills of lading issued under this charter shall contain a provision in the foregoing terms, to be applicable where the liability for any collision in which the vessel is involved falls to be determined in accordance with the laws of the United States of America.	358
		359
		360
New Jason Clause	38. General average shall be payable according to the York/Antwerp Rules, 1950, and shall be adjusted in London but should adjustment be made in accordance with the law and practice of the United States of America, the following provision shall apply:—	361
		362
		363
	“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 consequence of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.	364
		365
		366
		367
		368
		369
		“If a salvaging ship is owned or operated by the carrier, salvage shall 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 sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery.”
		371
		372
		373
		374
	Charterers shall procure that all bills of lading issued under this charter shall contain a provision in the foregoing terms, to be applicable where adjustment of general average is made in accordance with the laws and practice of the United States of America.	375
		376
		377
Paramount Clause	39. Charterers shall procure that all bills of lading issued under this charter shall contain the following Paramount Clause:—	378
		379
	“This bill of lading shall	380
	(1) in relation to the carriage of any goods from any port in Great Britain or Northern Ireland to any other port whether in or outside Great Britain or Northern Ireland have effect subject to the provisions of the Carriage of Goods by Sea Act, 1924, and to the Rules contained in the Schedule thereto as applied by that Act and nothing herein contained shall be deemed a surrender by the Carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the said Act;	381
		382
		383
		384
		385
		386
	(2) in relation to the carriage of any goods from any port of shipment in territory in which legislation similar in effect to the Carriage of Goods by Sea Act, 1924, of the United Kingdom is in force, have effect subject to such legislation and to the Rules contained in the Schedule thereto as applied by such legislation and nothing herein contained shall be deemed to be a surrender by the Carrier of any of his rights or immunities under the said legislation or an increase of any of his responsibilities or liabilities under the said legislation; and	387
	388	
	389	
	390	
	391	
	392	
(3) in any other case have effect as if the contract of carriage herein contained were a contract of carriage to which the provisions of the Carriage of Goods by Sea Act, 1924, of the United Kingdom applied and the Carrier shall be entitled to the benefit of the privileges, rights and immunities conferred by the said Act and the Rules contained in the Schedule thereto as if the same were herein specifically set out.	393	
	394	
	395	
	396	
	397	
	If any term of this bill of lading be repugnant to the provisions of the said Act or to the said legislation to any extent, such term shall be void to that extent but no further.”	398
		399
Law and Litigation	40. (a) This charter shall be construed and the relations between the parties determined in accordance with the law of England.	400
		401
	(b) Any dispute arising under this charter shall be decided by the English Courts to whose jurisdiction the parties agree whatever their domicile may be:	402
		403
	Provided that either party may elect to have the dispute referred to the arbitration of a single arbitrator in London in accordance with the provisions of the Arbitration Act, 1950, or any statutory modification or re-enactment thereof for the time being in force. Such election shall be made by written notice by one party to the other not later than 21 days after receipt of a notice given by one party to the other of a dispute having arisen under this charter.	404
		405
		406
		407
		408

PARTICULARS OF VESSEL

This form is to be completed and returned to Shell International Marine Ltd., as soon as possible after charter negotiations are commenced. When completed and agreed the form will eventually be incorporated into the Charter Party and the particulars contained therein will be taken as representations by Owners and binding upon them.

		Particulars to be Completed
1.	(a) Ships Name	
	(b) Yard No.	
	(c) Year Built	
2.	DEADWEIGHT (Classified Summer Freeboard)	L. Tons
3.	DIMENSIONS	
	(a) Length Overall	
	(b) Length between Perpendiculars	
	(c) Beam Extreme	
	(d) Draft fully laden in salt water on Classified Summer Freeboard	
	(e) Moulded Depth	
4.	MACHINERY	
	(a) Type of Propelling Machinery & Make	
	(b) Maximum rated B.H.P. & R.P.M.	B.H.P. @ R.P.M.
	(c) Proposed service B.H.P. & R.P.M.	B.H.P. @ R.P.M.
5.	BOILER AND STEAM OUTPUT	
	(a) Number and type of boilers	
	(b) Maximum steam output available	Kg. per hr.
	(c) (Steam Ships only) Normal service output corresponding to 4(c)	Kg. per hr.
	(d) Estimated steam required to maintain cargo heating in accordance with Clause 1(c) of the Charter Party	Kg. per hr.
	(e) Estimated steam required in port for auxiliaries and ships services including deck machinery	Kg. per hr.
	(f) Estimated steam required for driving all cargo and ballast pumps as per item 9 and 11	Kg. per hr.
6.	BUNKERS	
	(a) Grade of Bunkers Main Engine	
	(b) Grade of Bunkers Auxiliaries	
	(c) Maximum rates at which lines will receive bunkers	Fuel Diesel L.T.P.H. L.T.P.H.
	(d) Bunker consumption per L. ton of water evaporated	L. Tons
	(e) Capacity of bunker tanks (98% Full)	L. Tons

7. FRESH WATER

- (a) Is vessel equipped with fresh water evaporating capacity (and sterilizing equipment where necessary) sufficient to meet all needs of boilers, washing and potable purposes?
- (b) Capacity of water tanks L. Tons
- (c) Daily consumption of boilers L. Tons
- (d) Daily consumption other purposes L. Tons
- (e) Evaporator capacity per day L. Tons

LOADING/DISCHARGING ARRANGEMENTS

8. CARGO TANKS

- (a) Number of compartments (Including slop tank)
- (b) Total capacity (98% Full) m³
- (c) Number of grades can segregate with two valve separation Grades
- (d) Can vessel fulfill requirements of Item 7A in the Digest?*
- (e) Can vessel load/discharge cargo with up to 14lbs Reid's vapour pressure?

9. CARGO PUMPS

- (a) Number
- (b) Make
- (c) Type & Number of Stages
- (d) Manufacturers designed rated capacity of each pump in cubic metres per hour and corresponding head in metres C.M.P.H.
- @ m/head
- (e) Capacity of each pump in cubic metres per hour for the guaranteed discharge head of metres at manifold C.M.P.H.
- (f) Estimated steam consumption of each pump when discharging as above Kg. P.H.

10. STRIPPING PUMPS

- (a) Number and size
- (b) Design capacity of each pump in cubic metres per hour and discharge pressure at the pump C.M.P.H.
@ Kgs. per Cm²

11. BALLASTING SYSTEM

- (a) Is vessel equipped with separate ballasting system?
- (b) State percentage of ship's summer deadweight separate system can contain %
- (c) Number of pumps for handling ballast as in (b)
- (d) Designed rated capacity of each pump in cu. metres/hr. & design head at pump corresponding to this capacity Kg. P.H.
- (e) Estimated steam consumption of each pump when discharging to capacity as 11(d) above Kg. P.H.

12. CARGO LOADING PERFORMANCE

- (a) Maximum rate at which vessel can load homogeneous cargo m³ per hr.
- (b) Maximum rate at which vessel can load each grade when loading two grades simultaneously m³ per hr.

13. CARGO AND BUNKERING MANIFOLDS

- (a) What is the distance of centre of manifolds from amidships (from mid length position)?
- (b) Distance of manifold flanges from ship's side
- (c) Height of centres of flanges above deck or working platform
- (d) Distance between centres of manifold flanges
- (e) Specify number and size of reducing pieces on board
-
-
-
- (f) Number of loading/discharging lines can connect on each side
- (g) Number and position of bunkering connections relative to loading/discharging manifolds
- (h) Do loading and discharging manifold arrangements comply with all other requirements of Item 12 in the Digest?*
- (i) Is vessel fitted with stern loading/discharging line for cargo?
- (j) Is vessel fitted with stern loading line for bunkers?
- (k) State number of grades cargo can load/discharge simultaneously through amidship connection with two valve separation without risk of contamination Grades

14. HEATING COILS

- (a) Type of coils and material of which manufactured
- (b) Ratio of tank heating surface/volume:
- (1) Centre tanks m²/m³
- (2) Side tanks m²/m³
- (c) Height of coils from tank bottoms
- (d) State source of steam for cargo heating (e.g. steam/steam generator or external desuperheater) and maximum output available Kg. per hr.

15. SLOP TANKS AND TANK CLEANING

- (a) Is vessel fitted with slop tank(s) and able to fulfil Item 10(a) in the Digest?*
- (b) Type of tank cleaning equipment fitted
- (c) Type of gas extraction equipment fitted

16. MOORING AND LIFTING EQUIPMENT

- (a) Does vessel conform with Item 13 in the Digest?*
- (b) Safe working load of derricks in way of manifold L. Tons
- (c) Safe working load of derrick for handling forehold cargo L. Tons
- (d) Safe working load of derricks or davit on poop deck for handling stern line..... L. Tons
- (e) Holding power of each mooring winch L. Tons

17. GENERAL

- (a) Are hull stress calculators fitted?
- (b) Cubic capacity of forehold
- (c) Is forehold registered for volatile cargoes?
- (d) Does Radio equipment conform to Item 14(a) (i) in the Digest?*
- (e) Type of Radio Telephone fitted.....
- (f) Type of Automatic Pilot fitted.....
- (g) Type of Echo Sounder fitted
- (h) Type of Radar fitted.....
- (i) Is DECCA Navigator fitted?.....
- (j) Is submerged log fitted?
- (k) Are any auxiliaries run on gasoil?.....
If so give details of consumption
- (l) Is Suez Canal Projector fitted?.....
- (m) If vessel's dimensions compatible with Panama Canal transit will she comply with Panama Canal Regulations for the carriage of:-
- (1) Grade 'A' cargoes
- (2) Grade 'B' cargoes.....
- (3) Grade 'C' cargoes
- (4) Grade 'D' cargoes

N.B. When submitting this Form the following plans should be attached:-

- (1) General Arrangement Plan
- (2) Detailed Cargo Manifold Arrangement Drawing
- (3) Pumping Arrangement Plan
- (4) Plan of Cargo Tank Ventilating System
- (5) Manufacturers Characteristic Curves of Pumps if Centrifugal Pumps installed.

Digest refers to Shell International Marine Limited's Digest of Charterers' Requirements dated September 1967 and any subsequent amendments thereto.