

PART II

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| Condition of vessel | <p>1. Owners shall exercise due diligence to ensure that from the time when the obligation to proceed to the loading port(s) attaches and throughout the charter service -</p> <p>(a) the vessel and her hull, machinery, boilers, tanks, equipment and facilities are in good order and condition and in every way equipped and fit for the service required; and</p> <p>(b) the vessel has a full and efficient complement of master, officers and crew and the senior officers shall be fully conversant in spoken and written English language</p> <p>and to ensure that before and at the commencement of any laden voyage the vessel is in all respects fit to carry the cargo specified in Part I clause (F). For the avoidance of doubt, references to equipment in this Charter shall include but not be limited to computers and computer systems, and such equipment shall (inter alia) be required to continue to function, and not suffer a loss of functionality and accuracy (whether logical or mathematical) as a result of the run date or dates being processed.</p> | 1 2 3 4 5 6 7 8 9 10 11 |
| Cleanliness of tanks | <p>2. Whilst loading, carrying and discharging the cargo the master shall at all times keep the tanks, lines and pumps of the vessel always clean for the cargo. Unless otherwise agreed between Owners and Charterers the vessel shall present for loading with cargo tanks ready and, subject to the following paragraphs, if vessel is fitted with Inert Gas System (“IGS”), fully inerted.</p> <p>Charterers shall have the right to inspect vessel’s tanks prior to loading and the vessel shall abide by Charterers’ instructions with regard to tank or tanks which the vessel is required to present ready for entry and inspection. If Charterer’s inspector is not satisfied with the cleanliness of the vessel’s tanks, Owners shall clean them in their time and at their expense to the satisfaction of Charterers’ inspector, provided that nothing herein shall affect the responsibilities and obligations of the master and Owners in respect of the loading, carriage and care of cargo under this Charter nor prejudice the rights of Charterers, should any contamination or damage subsequently be found, to contend that the same was caused by inadequate cleaning and/or some breach of this or any other clause of this Charter.</p> <p>Notwithstanding that the vessel, if equipped with IGS, shall present for loading with all cargo tanks fully inerted, any time used for de-inerting (provided that such de-inerting takes place after laytime or demurrage time has commenced or would, but for this clause, have commenced) and/or re-inerting those tanks that at Charterers’ specific request were gas freed for inspection, shall count as laytime or if on demurrage as demurrage, provided the tank or tanks inspected are found to be suitable. In such case Charterers will reimburse Owners for bunkers consumed for de-inerting/re-inerting, at replacement cost.</p> <p>If the vessel’s tanks are inspected and rejected, time used for de-inerting shall not count towards laytime or demurrage, and laytime or demurrage time shall not commence or recommence, as the case may be, until the tanks have been re-inspected, approved by Charterers’ inspector, and re-inerted.</p> | 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 |
| Voyage | <p>3. (1) Subject to the provisions of this Charter the vessel shall perform her service with utmost despatch and shall proceed to such berths as Charterers may specify, in any port or ports within Part I clause (D) nominated by Charterers, or so near thereunto as she may safely get and there, always safely afloat, load the cargo specified in Part I clause (F) of this Charter, but not in excess of the maximum quantity consistent with the International Load Line Convention for the time being in force and, being so loaded, proceed as ordered on signing bills of lading to such berths as Charterers may specify, in any port or ports within Part I clause (E) nominated by Charterers, or so near thereunto as she may safely get and there, always safely afloat, discharge the cargo.</p> <p>Charterers shall nominate loading and discharging ports, and shall specify loading and discharging berths and, where loading or discharging is interrupted, shall provide fresh orders in relation thereto. In addition Charterers shall have the option at any time of ordering the vessel to safe areas at sea for wireless orders. Any delay or deviation arising as a result of the exercise of such option shall be compensated by Charterers in accordance with the terms of Part II clause 26 (1).</p> <p>(2) Owners shall be responsible for and indemnify Charterers for any time, costs, delays or loss including but not limited to use of laytime, demurrage, deviation expenses, replacement tonnage, lightening costs and associated fees and expenses due to any failure whatsoever to comply fully with Charterers’ voyage instructions and clauses in this Charter which specify requirements concerning Voyage Instructions and/ or Owners’/masters’ duties including, without limitation to the generality of the foregoing, loading more cargo than permitted under the International Load Line Convention, for the time being in force, or for not leaving sufficient space for expansion of cargo or loading more or less cargo than Charterers specified or for not loading/discharging in accordance with Charterers’ instructions regarding the cargo quantity or draft requirements.</p> <p>This clause 3(2) shall have effect notwithstanding the provision of Part II clause 32 (a) of this Charter or Owners’ defences under the Hague-Visby Rules.</p> <p>(3) Owners shall always employ pilots for berthing and unberthing of vessels at all ports and/or berths under this Charter unless prior exemption is given by correct and authorised personnel. Owners to confirm in writing if they have been exempt from using a pilot and provide Charterers with the details, including but not limited to, the authorising organisation with person’s name.</p> <p>(4) Without prejudice to the provisions of sub-clause (2) of this clause, and unless a specific prior agreement exists, if a conflict arises between terminal orders and Charterers’ voyage instructions, the master shall stop cargo operations, and/or other operations under dispute, and contact Charterers immediately. Terminal orders shall never</p> | 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 |

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supersede Charterers’ voyage instructions and any conflict shall be resolved prior to resumption of cargo, or other, operations in dispute. Where such a conflict arises the vessel shall not sail from the port or resume cargo operations, and/or other operations under dispute, until Charterers have directed the vessel to do so. Time spent resolving the vessel/terminal conflict will count as laytime or demurrage except that failure of Owners/master to comply with the procedure set forth above shall result in the deduction from laytime or demurrage time of the time used in resolving the vessel/terminal instruction conflict

(5) In this Charter, "berth" means any berth, wharf, dock, anchorage, submarine line, a position alongside any vessel or lighter or any other loading or discharging point whatsoever to which Charterers are entitled to order the vessel hereunder, and "port" means any port or location at sea to which the vessel may proceed in accordance with the terms of this Charter.

Safe berth 4. Charterers shall exercise due diligence to order the vessel only to ports and berths which are safe for the vessel and to ensure that transshipment operations conform to standards not less than those set out in the latest edition of ICS/OCIMF Ship-to-Ship Transfer Guide (Petroleum). Notwithstanding anything contained in this Charter, Charterers do not warrant the safety of any port, berth or transshipment operation and Charterers shall not be liable for loss or damage arising from any unsafety if they can prove that due diligence was exercised in the giving of the order or if such loss or damage was caused by an act of war or civil commotion within the trading areas defined in Part I clauses (D/E).

Freight 5. (1) Freight shall be earned concurrently with delivery of cargo at the nominated discharging port or ports and shall be paid by Charterers to Owners without any deductions, except as may be required in the Singapore Income Tax Act and/or under Part II clause 48 and/or under clause 55 and/or under Part III clause 4(a), in United States Dollars at the rate(s) specified in Part I clause (G) on the gross bill of lading quantity as furnished by the shipper (subject to Part II clauses 8 and 40), upon receipt by Charterers of notice of completion of final discharge of cargo, provided that no freight shall be payable on any quantity in excess of the maximum quantity consistent with the International Load Line Convention for the time being in force.

If the vessel is ordered to proceed on a voyage for which a fixed differential is provided in *Worldscale*, such fixed differential shall be payable without applying the percentage referred to in Part I clause (G).

If cargo is carried between ports and/or by an agreed route for which no freight rate is expressly quoted in *Worldscale*, then the parties shall, in the absence of agreement as to the appropriate freight rate, apply to *Worldscale Association (London) Ltd.*, or *Worldscale Association (NYC) Inc.*, for the determination of an appropriate *Worldscale* freight rate. If Owners or master unilaterally elect to proceed by a route that is different to that specified in *Worldscale*, or different to a route agreed between Owners and Charterers, freight shall always be paid in accordance with the *Worldscale* rate as published or in accordance with any special rate applicable for the agreed route.

Save in respect of the time when freight is earned, the location of any transshipment at sea pursuant to Part II clause 26(2) shall not be an additional nominated port, unless otherwise agreed, for the purposes of this Charter (including this clause 5) and the freight rate for the voyage shall be the same as if such transshipment had not taken place.

(2) If the freight in Part I clause (G) is a lumpsum amount and such lumpsum freight is connected with a specific number of load and discharge ports given in Part I clause (L) and Owners agree that Charterers may order the vessel to additional load and/or discharge ports not covered by the agreed lumpsum freight, the following shall apply:

- (a) the first load port and the final discharge port shall be deemed to be the port(s) that form the voyage and on which the lumpsum freight included in Part I clause (G) refers to;
- (b) freight for such additional ports shall be calculated on basis of deviation. Deviation shall be calculated on the difference in distance between the specified voyage (for which freight is agreed) and the voyage actually performed.

BP Shipping Marine Distance Tables (2004), produced by AtoBriac shall be used in both cases. Deviation time/bunker consumption shall be calculated using the charter speed and bunker consumption as per the speed and consumptions given in Part I clause(L) of this Charter.

Deviation time and time spent in port shall be charged at the demurrage rate in Part I clause (J) of this Charter except that time used in port which would otherwise qualify for half rate laytime and/or demurrage under Part II clause (15) (2) of this Charter will be charged at half rate.

Additional bunkers consumed shall be paid at replacement cost, and actual port costs shall be paid as incurred. Such deviation costs shall be paid against Owners’ fully documented claim.

Claims, dues and other charges 6. (1) Dues and other charges upon the vessel, including those assessed by reference to the quantity of cargo loaded or discharged, and any taxes on freight whatsoever shall be paid by Owners, and dues and other charges upon the cargo shall be paid by Charterers. However, notwithstanding the foregoing, where under a provision of *Worldscale* a due or charge is expressly for the account of Owners or Charterers then such due or charge shall be payable in accordance with such provision.

(2) Any costs including those itemised under applicable “*Worldscale*” as being for Charterers’ account shall,

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| | unless otherwise instructed by Charterers, be paid by Owners and reimbursed by Charterers against Owners' fully documented claim. | 122 |
| | (3) Charterers shall be discharged and released from all liability in respect of any charges/claims (other than demurrage and Worldscale charges/dues and indemnity claims) including but not limited to additional bunkers, detention, deviation, shifting, heating, deadfreight, speed up, slow down, drifting, port costs, additional freight, insurance, Owner may send to Charterers under this Charter unless any such charges/claims have been received by Charterer in writing, fully and correctly documented, within ninety (90) days from completion of discharge of the cargo concerned under this Charter. Part II clause 15 (3) of this Charter covers the notification and fully documented claim procedure for demurrage. | 123 |
| | (4) If, after disconnection of hoses, the vessel remains at berth for vessel's purposes, Owners shall be responsible for all direct and indirect costs whether advised to Owners in advance or not, and including charges by Terminal/Suppliers/Receivers. | 124 |
| Loading and discharging cargo | 7. The cargo shall be loaded into the vessel at the expense of Charterers and, up to the vessel's permanent hose connections, at Charterers' risk. The cargo shall be discharged from the vessel at the expense of Owners and, up to the vessel's permanent hose connections, at Owners' risk. Owners shall, unless otherwise notified by Charterers or their agents, supply at Owners' expense all hands, equipment and facilities required on board for mooring and unmooring and connecting and disconnecting hoses for loading and discharging. | 125 |
| Deadfreight | 8. Charterers need not supply a full cargo, but if they do not freight shall nevertheless be paid as if the vessel had been loaded with a full cargo. The term "full cargo" as used throughout this Charter means a cargo which, together with any collected washings (as defined in Part II clause 40) retained on board pursuant to the requirements of MARPOL 73/78, fills the vessel to either her applicable deadweight or her capacity stated in Part I clause (A) (I) (iii), whichever is less, while leaving sufficient space in the tanks for the expansion of cargo. If under Part I clause (F) vessel is chartered for a minimum quantity and the vessel is unable to load such quantity due to having reached her capacity as stated in Part I clause (A) (I) (iii), always leaving sufficient space for expansion of cargo, then without prejudice to any claims which Charterers may have against Owners, no deadfreight between the quantity loaded and the quantity shown in Part I clause (F) shall be due. | 126 |
| Shifting | 9. Charterers shall have the right to require the vessel to shift at ports of loading and/or discharging from a loading or discharging berth within port limits and/or to a waiting place inside or outside port limits and back to the same or to another such berth/place once or more often on payment of all additional expenses incurred. For the purposes of freight payment and shifting the places grouped in Port and Terminal Combinations in Worldscale are to be considered as berths within a single port. If at any time before cargo operations are completed it becomes dangerous for the vessel to remain at the specified berth as a result of wind or water conditions, Charterers shall pay all additional expenses of shifting from any such berth and back to that or any other specified berth within port limits (except to the extent that any fault of the vessel contributed to such danger). Subject to Part II clause 14(a) and (c) time spent shifting shall count against laytime or if the vessel is on demurrage for demurrage. | 127 |
| Charterers' failure to give orders | 10. If the vessel is delayed due to Charterers' breach of Part II clause 3 Charterers shall, subject to the terms hereof, compensate Owners in accordance with Part II clause 15(1) and (2) as if such delay were time exceeding the laytime. Such compensation shall be Owners' sole remedy in respect of such delay. The period of such delay shall be calculated: (i) from 6 hours after Owners notify Charterers that the vessel is delayed awaiting nomination of loading or discharging port until such nomination has been received by Owners, or (ii) from 6 hours after the vessel gives notice of readiness at the loading or discharging port until commencement of loading or discharging, as the case may be, subject always to the same exceptions as those set out in Part II clause 14. Any period of delay in respect of which Charterers pay compensation pursuant to this clause 10 shall be excluded from any calculation of time for laytime or demurrage made under any other clause of this Charter. Periods of delay hereunder shall be cumulative for each port, and Owners may demand compensation after the vessel has been delayed for a total of 20 running days, and thereafter after each succeeding 5 running days of delay and at the end of any delay. Each such demand shall show the period in respect of which compensation is claimed and the amount due. Charterers shall pay the full amount due within 14 days after receipt of Owners' demand. Should Charterers fail to make any such payments Owners shall have the right to terminate this Charter by giving written notice to Charterers or their agents, without prejudice to any claims which Charterers or Owners may have against each other under this Charter or otherwise. | 128 |
| Laydays/ Termination | 11. Should the vessel not be ready to load by noon local time on the termination date set out in Part I clause (C) Charterers shall have the option of terminating this Charter unless the vessel has been delayed due to Charterers' change of orders pursuant to Part II clause 26, in which case the laydays shall be extended by the period of such delay. | 129 |

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| | As soon as Owners become aware that the vessel will not be ready to load by noon on the termination date, | 181 |
| | Owners will give notice to Charterers declaring a new readiness date and ask Charterers to elect whether or not to terminate this Charter. | 182 |
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| | Within 4 days after such notice, Charterers shall either: | 184 |
| | (i) declare this Charter terminated or | 185 |
| | (ii) confirm a revised set of laydays which shall be amended such that the new readiness date stated shall be the commencement date and the second day thereafter shall be the termination date or, | 186 |
| | (iii) agree a new set of laydays or an extension to the laydays mutually acceptable to Owners and Charterers | 187 |
| | The provisions of this clause and the exercise or non-exercise by Charterers of their option to terminate shall not prejudice any claims which Charterers or Owners may have against each other. | 188 |
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| Laytime | 12. (1) The laytime for loading, discharging and all other Charterers' purposes whatsoever shall be the number of running hours specified in Part I clause (I). Charterers shall have the right to load and discharge at all times, including night, provided that they shall pay for all extra expenses incurred ashore. | 191 |
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| | (2) If vessel is able to, and Charterers so instruct, the vessel shall load earlier than the commencement of laydays and Charterers shall have the benefit of such time saved by way of offset from any demurrage incurred. Such benefit shall be the time between commencement of loading until the commencement of the original laydays. | 194 |
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| Notice of readiness/ Running time | 13. (1) Subject to the provisions of Part II clauses 13(3) and 14, | 197 |
| | (a) Time at each loading or discharging port shall commence to run 6 hours after the vessel is in all respects ready to load or discharge and written notice thereof has been tendered by the master or Owners' agents to Charterers or their agents and the vessel is securely moored at the specified loading or discharging berth. However, if the vessel does not proceed immediately to such berth time shall commence to run 6 hours after (i) the vessel is lying in the area where she was ordered to wait or, in the absence of any such specific order, in a usual waiting area and (ii) written notice of readiness has been tendered and (iii) the specified berth is accessible. A loading or discharging berth shall be deemed inaccessible only for so long as the vessel is or would be prevented from proceeding to it by bad weather, tidal conditions, ice, awaiting daylight, pilot or tugs, or port traffic control requirements (except those requirements resulting from the unavailability of such berth or of the cargo). If Charterers fail to specify a berth at any port, the first berth at which the vessel loads or discharges the cargo or any part thereof shall be deemed to be the specified berth at such port for the purposes of this clause. | 198 |
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| | Notice shall not be tendered before commencement of laydays and notice tendered by radio shall qualify as written notice provided it is confirmed in writing as soon as reasonably possible. | 212 |
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| | Time shall never commence before six hours after commencement of laydays unless loading commences prior to this time as provided in clause 13 (3). | 214 |
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| | If Owners fail; | 216 |
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| | (i) to obtain Customs clearance; and/or | 218 |
| | (ii) to obtain free pratique unless this is not customary prior to berthing; and/or | 219 |
| | (iii) to have on board all papers/certificates required to perform this Charter, either within the 6 hours after notice of readiness originally tendered or when time would otherwise normally commence under this Charter, then the original notice of readiness shall not be valid. A new notice of readiness may only be tendered when Customs clearance and/or free pratique has been granted and/or all papers/certificates required are in order in accordance with relevant authorities' requirements. Laytime or demurrage, if on demurrage, would then commence in accordance with the terms of this Charter. All time, costs and expenses as a result of delays due to any of the foregoing shall be for Owners' account. | 220 |
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| | (b) Time shall: | 228 |
| | (i) continue to run until the cargo hoses have been disconnected. | 229 |
| | (ii) recommence two hours after disconnection of hoses if the vessel is delayed for Charterers' purposes and shall continue until the termination of such delay provided that if the vessel waits at any place other than the berth, any time or part of the time on passage to such other place that occurs after two hours from disconnection of hoses shall not count. | 230 |
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| | (2) If the vessel loads or discharges cargo by transshipment at sea time shall commence in accordance with Part II clause 13 (I) (a), and run until transshipment has been completed and the vessels have separated, always subject to Part II clause 14. | 234 |
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| | (3) Notwithstanding anything else in this clause 13, if Charterers start loading or discharging the vessel before time would otherwise start to run under this Charter, time shall run from commencement of such loading or discharging. | 237 |
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| | (4) For the purposes of this clause 13 and of Part II clause 14 and Part II clause 15 "time" shall mean laytime | 240 |

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| | or time counting for demurrage, as the case may be. | 241 |
| Suspension of time | 14. Time shall not count when: | 242 |
| | (a) spent on inward passage from the vessel's waiting area to the loading or discharging berth specified by Charterers, even if lightening occurred at such waiting area; or | 243 |
| | (b) spent in carrying out vessel operations, including but not limited to bunkering, discharging slops and tank washings, and handling ballast, except to the extent that cargo operations are carried on concurrently and are not delayed thereby; or | 244 |
| | (c) lost as a result of: | 245 |
| | (i) breach of this Charter by Owners; or | 246 |
| | (ii) any cause attributable to the vessel, (including but not limited to the warranties in Part I (A) of this Charter) including breakdown or inefficiency of the vessel; or | 247 |
| | (iii) strike, lock-out, stoppage or restraint of labour of master, officers or crew of the vessel or tug boats or pilot. | 248 |
| Demurrage | 15. (1) Charterers shall pay demurrage at the rate specified in Part I clause (J). | 249 |
| | If the demurrage rate specified in Part I clause (J) is expressed as a percentage of Worldscale such percentage shall be applied to the demurrage rate applicable to vessels of a similar size to the vessel as provided in Worldscale or, for the purpose of clause 10 and/or if this Charter is terminated prior to the commencement of loading, in Worldscale current at the termination date specified in Part I clause (C). | 250 |
| | Demurrage shall be paid per running day or pro rata for part thereof for all time which, under the provisions of this Charter, counts against laytime or for demurrage and which exceeds the laytime specified in Part I clause (I). Charterers' liability for exceeding the laytime shall be absolute and shall not in any case be subject to the provisions of Part II clause 32. | 251 |
| | (2) If, however, all or part of such demurrage arises out of or results from fire or explosion or strike or failure/breakdown of plant and/or machinery at ports of loading and/or discharging in or about the plant of Charterers, shippers or consignees of the cargo (not being a fire or explosion caused by the negligence or wilful act or omission of Charterers, shippers or consignees of the cargo or their respective servants or agents), act of God, act of war, riot, civil commotion, or arrest or restraint of princes, rulers or peoples, the laytime used and/or the rate of demurrage shall be reduced by half for such laytime used and/or for such demurrage or such parts thereof. | 252 |
| | (3) Owners shall notify Charterers within 60 days after completion of discharge if demurrage has been incurred and any demurrage claim shall be fully and correctly documented, and received by Charterers, within 90 days after completion of discharge. If Owners fail to give notice of or to submit any such claim with documentation, as required herein, within the limits aforesaid, Charterers' liability for such demurrage shall be extinguished. | 253 |
| | (4) If any part cargo for other charterers, shippers or consignees (as the case may be) is loaded or discharged at the same berth, then any time used by the vessel waiting at or for such berth and in loading or discharging which would otherwise count as laytime or if the vessel is on demurrage for demurrage, shall be pro-rated in the proportion that Charterers' cargo bears to the total cargo to be loaded or discharged at such berth. If however, the running of laytime or demurrage, if on demurrage, is solely attributable to other parties' cargo operations then such time shall not count in calculating laytime or demurrage, if on demurrage, against Charterers under this Charter. | 254 |
| Vessel inspection | 16. Charterers shall have the right, but no duty, to have a representative attend on board the vessel at any loading and/or discharging ports and the master and Owners shall co-operate to facilitate his inspection of the vessel and observation of cargo operations. However, such right, and the exercise or non-exercise thereof, shall in no way reduce the master's or Owners' authority over, or responsibility to Charterers and third parties for, the vessel and every aspect of her operation, nor increase Charterers' responsibilities to Owners or third parties for the same. | 255 |
| Cargo inspection | 17. This clause 17 is without prejudice to Part II clause 2 hereof. Charterers shall have the right to require inspection of the vessel's tanks at loading and/or discharging ports to ascertain the quantity and quality of the cargo, water and residues on board. Depressurisation of the tanks to permit inspection and/or ullaging shall be carried out in accordance with the recommendations in the latest edition of the ISGOTT guidelines. Charterers shall also have the right to inspect and take samples from the bunker tanks and other non-cargo spaces. Any delay to the vessel caused by such inspection and measurement or associated depressurising/repressurising of tanks shall count against laytime, or if the vessel is on demurrage, for demurrage. | 256 |
| Cargo measurement | 18. The master shall ascertain the contents of all tanks before and after loading and before and after discharging, and shall prepare tank-by-tank ullage reports of the cargo, water and residues on board which shall be promptly made available to Charterers or their representative if requested. Each such ullage report shall show actual ullage/dips, and densities at observed and standard temperature (15° Celsius). All quantities shall be expressed in cubic metres at both observed and standard temperature. | 257 |
| Inert gas | 19. The vessel's inert gas system (if any) shall comply with Regulation 62, Chapter II-2 of the 1974 Safety of | 258 |

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| | Life at Sea Convention as modified by the Protocol of 1978, and any subsequent amendments, and Owners warrant that such system shall be operated (subject to the provisions of Part II clause 2), during loading, throughout the voyage and during discharge, and in accordance with the guidance given in the IMO publication "Inert Gas System (1983)". Should the inert gas system fail, Section 8 (Emergency Procedures) of the said IMO publication shall be strictly adhered to and time lost as a consequence of such failure shall not count against laytime or, if the vessel is on demurrage, for demurrage. | 299 300 301 302 303 304 |
| Crude oil washing | 20. If the vessel is equipped for crude oil washing Charterers shall have the right to require the vessel to crude oil wash, concurrently with discharge, those tanks in which Charterers' cargo is carried. If crude oil washing is required by Charterers any additional discharge time thereby incurred, always subject to the next succeeding sentences, shall count against laytime or, if the vessel is on demurrage, for demurrage. The number of hours specified in Part I clause (A) (I) (vii) shall be increased by 0.6 hours per cargo tank washed, always subject to a maximum increase of 8 hours. If vessel fails to maintain 100 PSI throughout the discharge then any time over 24 hours, plus the additional discharge performance allowance under this clause, shall not count as laytime or demurrage, if on demurrage. This clause 20 does not reduce Owners' liability for the vessel to perform her service with utmost despatch as setout in Part II, Clause 3(1). The master shall provide Charterers with a crude oil washing log identifying each tank washed, and stating whether such tank has been washed to the MARPOL minimum standard or has been the subject of additional crude oil washing and whether requested by Charterers or otherwise. | 305 306 307 308 309 310 311 312 313 314 315 |
| Overage insurance | 21. Any additional insurance on the cargo required because of the age of the vessel shall be for Owners' account. | 316 317 |
| Ice | 22. The vessel shall not be required to force ice or to follow icebreakers. If the master finds that a nominated port is inaccessible due to ice, the master shall immediately notify Charterers requesting revised orders and shall remain outside the ice-bound area; and if after arrival at a nominated port there is danger of the vessel being frozen in, the vessel shall proceed to the nearest safe and ice free position and at the same time request Charterers to give revised orders. In either case if the affected port is: (i) the first or only loading port and no cargo has been loaded, Charterers shall either nominate another port, or give notice cancelling this Charter in which case they shall pay at the demurrage rate in Part I clause (J) for the time from the master's notification aforesaid or from notice of readiness on arrival, as the case may be, until the time such cancellation notice is given; (ii) a loading port and part of the cargo has been loaded, Charterers shall either nominate another port, or order the vessel to proceed on the voyage without completing loading in which case Charterers shall pay for any deadfreight arising therefrom; (iii) a discharging port, Charterers shall either nominate another port or order the vessel to proceed to or return to and discharge at the nominated port. If the vessel is ordered to proceed to or return to a nominated port, Charterers shall bear the risk of the vessel being damaged whilst proceeding to or returning to or at such port, and the whole period from the time when the master's request for revised orders is received by Charterers until the vessel can safely depart after completion of discharge shall count against laytime or, if the vessel is on demurrage, for demurrage. If, as a consequence of Charterers revising orders pursuant to this clause, the nominated port(s) or the number or rotation of ports is changed, freight shall nevertheless be paid for the voyage which the vessel would otherwise have performed had the orders not been so revised, such freight to be increased or reduced by the amount by which, as a result of such revision of orders, (a) the time used including any time awaiting revised orders (which shall be valued at the demurrage rate in Part I clause (J)), and (b) the bunkers consumed, at replacement cost and (c) the port charges for the voyage actually performed are greater or less than those that would have been incurred on the voyage which, but for the revised orders under this clause, the vessel would have performed. | 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 |
| Quarantine | 23. Time lost due to quarantine shall not count against laytime or for demurrage unless such quarantine was in force at the time when the affected port was nominated by Charterers. | 347 348 |
| Agency | 24. The vessel's agents shall be nominated by Charterers at nominated ports of loading and discharging. Such agents, although nominated by Charterers, shall be employed and paid by Owners. | 349 350 |
| Charterers' obligation at shallow draft port/ Lightening in port | 25.(1) If the vessel, with the quantity of cargo then on board, is unable due to inadequate depth of water in the port safely to reach any specified discharging berth and discharge the cargo there always safely afloat, Charterers shall specify a location within port limits where the vessel can discharge sufficient cargo into vessels or lighters to enable the vessel safely to reach and discharge cargo at such discharging berth, and the vessel shall lighten at such location. (2) If the vessel is lightened pursuant to clause 25(1) then, for the purposes of the calculation | 351 352 353 354 355 356 |

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| | of laytime and demurrage, the lightening place shall be treated as the first discharging berth within the port where such lightening occurs. | 357 358 |
| Charterers' orders/ Change of orders/ Part cargo transshipment | <p>26. (1) If, after loading and/or discharging ports have been nominated, Charterers wish to vary such nominations or their rotation, Charterers may give revised orders subject to Part I clause (D) and/or (E), as the case may be. Charterers shall reimburse Owners at the demurrage rate provided in Part I clause (J) for any deviation or delay which may result therefrom and shall pay at replacement cost for any extra bunkers consumed. Charterers shall not be liable for any other loss or expense which is caused by such variation.</p> <p>(2) Subject to Part II clause 33(6), Charterers may order the vessel to load and/or discharge any part of the cargo by transshipment at sea in the vicinity of any nominated port or en route between two nominated ports, in which case unless Charterers elect, (which they may do at any time) to treat the place of such transshipment as a load or discharge port (subject to the number of ports and ranges in Part I clauses (D) and (E) of this Charter), Charterers shall reimburse Owners at the demurrage rate specified in Part I clause (J) for any additional steaming time and/or delay which may be incurred as a consequence of proceeding to and from the location at sea of such transshipment and, in addition, Charterers shall pay at replacement cost for any extra bunkers consumed.</p> <p>(3) Owners warrant that the vessel, master, officers and crew are, and shall remain during this Charter, capable of safely carrying out all the procedures in the current edition of the ICS/ OCIMF Ship to Ship Transfer Guide (Petroleum). Owners further warrant that when instructed to perform a ship to ship transfer the master Officers and crew shall, at all times, comply with such procedures. Charterers shall provide, and pay for, the necessary equipment and, if necessary, mooring master, for such ship to ship operation.</p> | 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 |
| Heating of cargo | <p>27. If Charterers require cargo heating the vessel shall, on passage to and whilst at discharging port(s), Maintain the cargo at the loaded temperature or at the temperature stated in Part I clause (A) (I) (iv), whichever is the lower. Charterers may request that the temperature of the cargo be raised above or lowered below that at which it was loaded, in which event Owners shall use their best endeavours to comply with such request and Charterers shall pay at replacement cost for any additional bunkers consumed and any consequential delay to the vessel shall count against laytime or, if the vessel is on demurrage, for demurrage.</p> | 376 377 378 379 380 381 |
| ETA | <p>28. (1) Owners shall give Charterers a time and date of expected arrival at the first load port or if the loading range is in the Arabian Gulf, the time of her expected arrival off Quoin Island (hereinafter called "load port" in this clause) at the date of this Charter. Owners shall further advise Charterers at any time between the Charter date and arrival at load port of any variation of 6 hours or more in vessel's expected arrival time/date at the load port.</p> <p>(2) Owners undertake that, unless Charterers require otherwise, the master shall:</p> <p>(a) advise Charterers immediately on leaving the final port of call on the previous voyage of the time and date of the vessel's expected arrival at the first loading port and shall further advise Charterers 72, 48, 36, and 24 hours before the expected arrival time/date.</p> <p>(b) advise Charterers immediately after departure from the final loading port, of the vessel's expected time of arrival at the first discharging port or the area at sea to which the vessel has been instructed to proceed for wireless orders, and confirm or amend such advice not later than 72, 48, 36 and 24 hours before the vessel is due at such port or area;</p> <p>(c) advise Charterers immediately of any variation of more than six hours from expected times of arrival at loading or discharging ports, Quoin Island or such area at sea to Charterers;</p> <p>(d) address all messages as specified in Part I clause (K).</p> <p>Owners shall be responsible for any consequences or additional expenses arising as a result of non-compliance with this clause.</p> <p>(3) If at any time prior to the tender of notice of readiness at the first load port, the vessel ceases to comply with the description set out in Part I clause (A) and in any questionnaire(s), the Owners shall immediately notify Charterers of the same, providing full particulars, and explaining what steps Owners are taking to ensure that the vessel will so comply. Any silence or failure on the part of Charterers to respond to or any inaction taken in respect of any such notice shall not amount to a waiver of any rights or remedies which Charterers may have in respect of the matters notified by Owners.</p> | 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 |
| Packed cargo | <p>29. Charterers have the option of shipping products and/or general cargo in available dry cargo space, the Quantity being subject to the master's discretion. Freight shall be payable at the bulk rate in accordance with Part II clause 5 and Charterers shall pay in addition all expenses incurred solely as a result of the packed cargo being carried. Delay occasioned to the vessel by the exercise of such option shall count against laytime or, if the vessel is on demurrage, for demurrage.</p> | 406 407 408 409 410 |
| Subletting/ Assignment | <p>30. Charterers shall have the option of sub-chartering the vessel and/or of assigning this Charter to any person or persons, but Charterers shall always remain responsible for the due fulfilment of all the terms and conditions of this Charter. Additionally Charterers may novate this charter to any company of the Royal Dutch/ Shell Group of Companies.</p> | 411 412 413 414 |

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| Liberty | 31. The vessel shall be at liberty to tow or be towed, to assist vessels in all positions of distress and to deviate for the purpose of saving life or property. On the laden voyage the vessel shall not take on bunkers or deviate or stop, except as allowed in this clause 31, without prior permission of Charterers , Cargo Insurers, and Owners’ P&I Club. | 415 416 417 418 |
| Exceptions | 32. (1) The vessel, her master and Owners shall not, unless otherwise in this Charter expressly provided, be liable for any loss or damage or delay or failure 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; provided, however, that Part I clause (A) and Part II clauses 1 and 2 hereof shall be unaffected by the foregoing. Further, neither the vessel, her master or Owners, nor Charterers shall, unless otherwise in this Charter expressly provided, be liable for any loss or damage or delay or failure in performance hereunder arising or resulting from act of God, act of war, act of public enemies, seizure under legal process, quarantine restrictions, strikes, lock-outs, restraints of labour, riots, civil commotions or arrest or restraint of princes, rulers or people. (2) Nothing in this Charter shall be construed as in any way restricting, excluding or waiving the right of Owners or of any other relevant persons to limit their liability under any available legislation or law. (3) Clause 32(1) shall not apply to or affect any liability of Owners or the vessel or any other relevant person in respect of (a) loss or damage caused to any berth, jetty, dock, dolphin, buoy, mooring line, pipe or crane or other works or equipment whatsoever at or near any port to which the vessels may proceed under this Charter, whether or not such works or equipment belong to Charterers, or (b) any claim (whether brought by Charterers or any other person) arising out of any loss of or damage to or in connection with the cargo. Any such claim shall be subject to the Hague-Visby Rules or the Hague Rules, or the Hamburg Rules as the case may be, which ought pursuant to Part II clause 37 hereof to have been incorporated in the relevant bill of lading (whether or not such Rules were so incorporated) or, if no such bill of lading is issued, to the Hague-Visby rules unless the Hamburg Rules compulsory apply in which case to the Hamburg Rules. | 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 |
| Bills of lading | 33. (1) Subject to the provisions of this clause Charterers may require the master to sign lawful bills of lading for any cargo in such form as Charterers direct. (2) The signing of bills of lading shall be without prejudice to this Charter and Charterers hereby indemnify Owners against all liabilities that may arise from signing bills of lading to the extent that the same impose liabilities upon Owners in excess of or beyond those imposed by this Charter. (3) All bills of lading presented to the master for signature, in addition to complying with the Requirements of Part II clauses 35, 36 and 37, shall include or effectively incorporate clauses substantially similar to the terms of Part II clauses 22, 33(7) and 34. (4) All bills of lading presented for signature hereunder shall show a named port of discharge. If when bills of lading are presented for signature discharging port(s) have been nominated hereunder, the discharging port(s) shown on such bills of lading shall be in conformity with the nominated port(s). If at the time of such presentation no such nomination has been made hereunder, the discharging port(s) shown on such bills of lading must be within Part I clause (E) and shall be deemed to have been nominated hereunder by virtue of such presentation. (5) Article III Rules 3 and 5 of the Hague-Visby Rules shall apply to the particulars included in the bills of lading as if Charterers were the shippers, and the guarantee and indemnity therein contained shall apply to the description of the cargo furnished by or on behalf of Charterers. (6) Notwithstanding any other provisions of this Charter, Owners shall be obliged to comply with any orders from Charterers to discharge all or part of the cargo provided that they have received from Charterers written confirmation of such orders. If Charterers by telex, facsimile or other form of written communication that specifically refers to this clause request Owners to discharge a quantity of cargo either: (a) without bills of lading and/or (b) at a discharge place other than that named in a bill of lading and/or (c) that is different from the bill of lading quantity then Owners shall discharge such cargo in accordance with Charterers’ instructions in consideration of receiving the Following indemnity which shall be deemed to be given by Charterers on each and every such occasion and which is limited in value to 200 per cent of the C.I.F. value of the cargo on board: (i) Charterers shall indemnify Owners, and Owners’ servants and agents in respect of any liability loss or damage of whatsoever nature (including legal costs as between attorney or solicitor and client and associated expenses) which Owners may sustain by reason of delivering such cargo in accordance with Charterers’ request. (ii) If any proceeding is commenced against Owners or any of Owners’ servants or agents in connection with the | 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 |

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| | vessel having delivered cargo in accordance with such request, Charterers shall provide Owners or any of Owners’ servants or agents from time to time on demand with sufficient funds to defend the said proceedings. | 476 477 |
| (iii) | If the vessel or any other vessel or property belonging to Owners should be arrested or detained, or if the arrest or detention thereof should be threatened, by reason of discharge in accordance with Charterers’ instruction as aforesaid, Charterers shall provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such vessel or property and Charterers shall indemnify Owners in respect of any loss, damage or expenses caused by such arrest or detention whether or not the same may be justified. | 478 479 480 481 482 |
| (iv) | Charterers shall, if called upon to do so at any time while such cargo is in Charterers’ possession, custody or control, redeliver the same to Owners. | 483 484 |
| (v) | As soon as all original bills of lading for the above cargo which name as discharge port the place where delivery actually occurred shall have arrived and/or come into Charterers’ possession, Charterers shall produce and deliver the same to Owners, whereupon Charterers’ liability hereunder shall cease. Provided however, if Charterers have not received all such original bills of lading by 24.00 hours on the day 36 calendar months after the date of discharge, then this indemnity shall terminate at that time unless before that time Charterers have received from Owners written notice that: | 485 486 487 488 489 490 |
| (a) | some person is making a claim in connection with Owners delivering cargo pursuant to Charterers’ request or | 491 |
| (b) | legal proceedings have been commenced against Owners and/or carriers and/Charterers and/or any of their respective servants or agents and/or the vessel for the same reason. | 492 493 |
| | When Charterers have received such a notice, then this indemnity shall continue in force until such claim or legal proceedings are settled. Termination of this indemnity shall not prejudice any legal rights a party may have outside this indemnity. | 494 495 496 |
| (vi) | Owners shall promptly notify Charterers if any person (other than a person to whom Charterers ordered cargo to be delivered) claims to be entitled to such cargo and/or if the vessel or any other property belonging to Owners is arrested by reason of any such discharge of cargo. | 497 498 499 |
| (vii) | This indemnity shall be governed and construed in accordance with the English law and each and any dispute arising out of or in connection with this indemnity shall be subject to the jurisdiction of the High Court of Justice of England. | 500 501 502 |
| | (7) 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. | 503 504 |
| | (8) Charterers hereby warrant that on each and every occasion that they issue orders under Part II clauses 22, 26, 34 or 38 they will have the authority of the holders of the bills of lading to give such orders, and that such bills of lading will not be transferred to any person who does not concur therein. | 505 506 507 |
| | (9) Owners hereby agree that original bill(s) of lading, if available, will be allowed to be placed on board. If original bill(s) of lading are placed on board, Owners agree that vessel will discharge cargo against such bill(s) of lading carried on board, on receipt of receivers’ proof of identity. | 508 509 510 |
| War risks | 34.(1) If | 511 |
| | (a) any loading or discharging port to which the vessel may properly be ordered under the provisions of this Charter or bills of lading issued pursuant to this Charter be blockaded, or | 512 513 |
| | (b) owing to any war, hostilities, warlike operation, civil commotions, revolutions, or the operation of international law (i) entry to any such loading or discharging port or the loading or discharging of cargo at any such port be considered by the master or Owners in his or their discretion dangerous or prohibited or (ii) it be considered by the master or Owners in his or their discretion dangerous or impossible or prohibited for the vessel to reach any such loading or discharging port, | 514 515 516 517 518 |
| | 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 loading or discharging port within the ranges specified in Part I clause (D) or (E) respectively (provided such other port is not blockaded and that entry thereto or loading or discharging of cargo thereat or reaching the same is not in the master’s or Owners’ opinion dangerous or impossible or prohibited). | 519 520 521 522 |
| | (2) If 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, then | 523 524 |
| | (a) if the affected port is the first or only loading port and no cargo has been loaded, this Charter shall terminate forthwith; | 525 526 |
| | (b) if the affected port is a loading port and part of the cargo has already been loaded, the vessel may proceed on passage and Charterers shall pay for any deadfreight so incurred; | 527 528 |
| | (c) if the affected port is a discharging port, Owners shall 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 specified in Part I clause (E) or not) and such discharging shall be deemed to be due fulfilment of the contract or contracts of affreightment so far as cargo so discharged is concerned. | 529 530 531 532 |
| | (3) If in accordance with clause 34(1) or (2) cargo is loaded or discharged at any such other port, freight shall be paid as for the voyage originally nominated, such freight to be increased or reduced by the amount by which, as a result of loading or discharging at such other port, | 533 534 535 |
| | (a) the time on voyage including any time awaiting revised orders (which shall be valued at the demurrage rate in Part I clause (J)), and | 536 537 |

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| | (b) the bunkers consumed, at replacement cost, and | 538 |
| | (c) the port charges | 539 |
| | for the voyage actually performed are greater or less than those which would have been incurred on the voyage originally nominated save as aforesaid, the voyage actually performed shall be treated for the purpose of this Charter as if it were the voyage originally nominated. | 540 541 542 |
| | (4) 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 otherwise 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. | 543 544 545 546 547 548 549 |
| | If, by reason of or in compliance with any such directions or recommendations as are mentioned in clause 34 (4), the vessel does not proceed to the discharging port or ports originally nominated or to which she may have been properly ordered under the provisions of this Charter or bills of lading issued pursuant to this Charter, the vessel may proceed to any discharging port on which the master or Owners in his or their discretion may decide and there discharge the cargo. Such discharging shall be deemed to be due fulfilment of the contract or contracts of affreightment and Owners shall be entitled to freight as if discharging had been effected at the port or ports originally nominated or to which the vessel may have been properly ordered under the provisions of this Charter or bills of lading issued pursuant to this Charter. All extra expenses involved in reaching and discharging the cargo at any such other discharging port shall be paid by Charterers and Owners shall have a lien on the cargo for all such extra expenses. | 550 551 552 553 554 555 556 557 558 |
| | (5) Owners shall pay for all additional war risk insurance premiums, both for annual periods and also for the specific performance of this Charter, on the Hull and Machinery value, as per Part I clause (A) (I) (xiii) applicable at the date of this Charter, or the date the vessel was fixed “on subjects” (whichever is the earlier), and all reasonable crew war bonus. The period of voyage additional war risks premium shall commence when the vessel enters a war risk zone as designated by the London insurance market and cease when the vessel leaves such zone. If the vessel is already in such a zone the period shall commence on tendering notice of readiness under this Charter. | 559 560 561 562 563 564 |
| | Any increase or decrease in voyage additional war risk premium and any period in excess of the first fourteen days shall be for Charterers’ account and payable against proven documentation. Any discount or rebate refunded to Owners for whatever reason shall be passed on to Charterers. Any premiums, and increase thereto, attributable to closure insurance (i.e. blocking and trapping) shall be for Owners’ account. | 565 566 567 568 |
| Both to blame clause | 35. 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 clause, which shall be included in all bills of lading issued pursuant to this Charter shall apply: "If the vessel comes into collision with another vessel as a result of the negligence of the other vessel 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 vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel 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 cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of the said cargo and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or the Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact." | 569 570 571 572 573 574 575 576 577 578 579 |
| General average/ New Jason clause | 36. General average shall be payable according to the York/Antwerp Rules 1994, as amended from time to time, and shall be adjusted in London. All disputes relating to General Average shall be resolved in London in accordance with English Law. Without prejudice to the foregoing, should the adjustment be made in accordance with the Law and practice of the United States of America, the following clause, which shall be included in all bills of lading issued pursuant to this Charter, shall apply: "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 cargo, shippers, consignees or owners of the cargo 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 cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier or its 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." | 580 581 582 583 584 585 586 587 588 589 590 591 592 |
| Clause Paramount | 37. The following clause shall be included in all bills of lading issued pursuant to this Charter: (1) Subject to sub-clauses (2) or (3) hereof, this bill of lading shall be governed by, and have effect subject to the rules contained in the International Convention for the Unification of Certain Rules relating to bills of lading signed at Brussels on 25 th August 1924 (hereafter the “Hague Rules”) as amended by the Protocol signed at Brussels on 23 rd February 1968 (hereafter the “Hague-Visby Rules”). Nothing contained herein shall be deemed to be either a surrender by the carrier of any of his rights or | 593 594 595 596 597 |

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| | immunities or any increase of any of his responsibilities or liabilities under the Hague-Visby Rules. | 598 |
| | (2) If there is governing legislation which applies the Hague Rules compulsorily to this bill of lading, to the exclusion of the Hague-Visby Rules, then this bill of lading shall have effect subject to the Hague Rules. Nothing herein contained shall be deemed to be either a surrender by the carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the Hague Rules. | 599 600 601 602 |
| | (3) If there is governing legislation which applies the United Nations Convention on the Carriage of Goods By Sea 1978 (hereafter the“Hamburg Rules”) compulsorily to this bill of lading to the exclusion of the Hague-Visby Rules, then this bill of lading shall have effect subject to the Hamburg Rules. Nothing herein contained shall be deemed to be either a surrender by the carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the Hamburg Rules. | 603 604 605 606 |
| | (4) If any term of this bill of lading is repugnant to the Hague-Visby Rules, or Hague Rules or Hamburg Rules, if applicable,such term shall be void to that extent but no further. | 607 608 |
| | (5) Nothing in this bill of lading shall be construed as in any way restricting, excluding or waiving the right of any relevant party or person to limit his liability under any available legislation and/or law. | 609 610 |
| Back loading | 38. Charterers may order the vessel to discharge and/or backload a part or full cargo at any nominated port within the loading / discharging ranges specified within Part I clauses (D/E) and within the rotation of the ports previously nominated, provided that any cargo loaded is of the description specified in Part I clause (F) and that the master in his reasonable discretion determines that the cargo can be loaded, segregated and discharged without risk of contamination by, or of any other cargo. Charterers shall pay in respect of loading, carrying and discharging such cargo as follows: | 611 612 613 614 615 |
| | (a) a lumpsum freight calculated at the demurrage rate specified in Part I clause (J) on any additional port time used by the vessel; and | 616 617 |
| | (b) any additional expenses, including bunkers consumed (at replacement cost) over above those required to load and discharge one full cargo and port costs which included additional agency costs: and | 618 |
| | (c) if the vessel is fixed on a Worldscales rate in Part I clause (G) then freight shall always be paid for the whole voyage at the rate(s) specified in Part I clause (G) on the largest cargo quantity carried on any ocean leg. | 619 620 |
| Bunkers | 39. Owners shall give Charterers or any other company in the Royal Dutch/Shell Group of Companies first option to quote for the supply of bunker requirements for the performance of this Charter. | 621 622 |
| Oil pollution prevention/ Ballast management | 40.(1) Owners shall ensure that the master shall: | 623 |
| | (a) comply with MARPOL 73/78 including any amendments thereof; | 624 |
| | (b) collect the drainings and any tank washings into a suitable tank or tanks and, after maximum separation of free water,discharge the bulk of such water overboard, consistent with the above regulations; and | 625 626 |
| | (c) thereafter notify Charterers promptly of the amounts of oil and free water so retained on board and details of any other washings retained on board from earlier voyages (together called the "collected washings"). | 627 628 |
| | (d) not to load on top of such ‘collected washings’ without specific instructions from Charterers. | 629 |
| | (e) provide Charterers with a slops certificate to be made up and signed by the master and an independent surveyor/terminal representative. The certificate shall indicate: | 630 631 |
| | Origin and composition of slops, Volume, Free water and API measured in barrels at 60 deg F. | 632 |
| | (2) On being so notified, Charterers, in accordance with their rights under this clause (which shall include without limitation the right to determine the disposal of the collected washings), shall before the vessel's arrival at the loading berth (or if already arrived as soon as possible thereafter) give instructions as to how the collected washings shall be dealt with. Owners shall ensure that the master on the vessel's arrival at the loading berth (or if already arrived as soon as possible thereafter) shall arrange in conjunction with the cargo suppliers for the measurement of the quantity of the collected washings and shall record the same in the vessel's ullage record. | 633 634 635 636 637 638 |
| | (3) Charterers may require the collected washings to be discharged ashore at the loading port, in which case no freight shall be payable on them. | 639 640 |
| | (4) Alternatively Charterers may require either that the cargo be loaded on top of the collected washings and the collected washings be discharged with the cargo, or that they be kept separate from the cargo in which case Charterers shall pay for any deadfreight incurred thereby in accordance with Part II clause 8 and shall, if practicable, accept discharge of the collected washings at the discharging port or ports. | 641 642 643 644 |
| | In either case, provided that the master has reduced the free water in the collected washings to a minimum consistent with the retention on board of the oil residues in them and consistent with sub-clause (1)(a) above, freight in accordance with Part II clause 5shall be payable on the quantity of the collected washings as if such quantity were included in a bill of lading and the figure therefore furnished by the shipper provided, however, that | 645 646 647 648 |
| | (i) if there is a provision in this Charter for a lower freight rate to apply to cargo in excess of an agreed quantity, freight on the collected washings shall be paid at such lower rate (provided such agreed quantity of cargo has been loaded) and | 649 650 651 |
| | (ii) if there is provision in this Charter for a minimum cargo quantity which is less than a full cargo, then whether or not such minimum cargo quantity is furnished, freight on the collected washings shall be paid as if such minimum cargo quantity had been furnished, provided that no freight shall be payable in respect of any collected washings which are kept separate from the cargo and not discharged at the discharge port. | 652 653 654 655 |
| | (5) Whenever Charterers require the collected washings to be discharged ashore pursuant to this clause, Charterers shall | 656 |

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| | provide and pay for the reception facilities, and the cost of any shifting there for shall be for Charterers' account. Any time lost discharging the collected washings and/or shifting therefore shall count against laytime or, if the vessel is on demurrage, for demurrage. | 657 658 659 |
| | (6) Owners warrant that the vessel will arrive at the load port with segregated/ clean ballast as defined by Annex I of MARPOL 73/78 including any amendments thereof. | 660 661 |
| Oil response pollution and insurance | 41. (1) Owners warrant that throughout the duration of this Charter the vessel will be: (i) owned or demise chartered by a member of the 'International Tanker Owners Pollution Federation Limited, and (ii) entered in the Protection and Indemnity (P&I) Club stated in Part I clause (A) I (xii) . (2) It is a condition of this Charter that Owners have in place insurance cover for oil pollution for the maximum on offer through the International Group of P&I Clubs but always a minimum of United States Dollars1,000,000,000 (one thousand million). If requested by Charterers, Owners shall immediately furnish to Charterers full and proper evidence of the coverage. (3) Owners warrant that the vessel carries on board a certificate of insurance as required by the Civil Liability Convention for Oil Pollution damage. Owners further warrant that said certificate will be maintained effective throughout the duration of performance under this Charter. All time, costs and expense as a result of Owners' failure to comply with the foregoing shall be for Owners' account. (4) Owners warrant that where the vessel is a "Relevant Ship", they are a "Participating Owner", both as defined in the Small Tanker Oil Pollution Indemnification Agreement ("STOPIA") and that the vessel is entered in STOPIA, and shall so remain during the currency of this Charter, provided always that STOPIA is not terminated in accordance with Clause VIII of its provisions. | 662 663 664 665 666 667 668 669 670 671 672 673 674 |
| Lien | 42. Owners shall have an absolute lien upon the cargo and all subfreights for all amounts due under this charter and the cost of recovery thereof including any expenses whatsoever arising from the exercise of such lien. | 675 676 |
| Drugs and alcohol | 43. Owners are aware of the problem of drug and alcohol abuse and warrant that they have a written policy in force, covering the vessel, which meets or exceeds the standards set out in the "Guidelines for the Control of Drugs and Alcohol on board Ship" as published by OCIMF dated June 1995. Owners further warrant that this policy shall remain in force during the period of this Charter and such policy shall be adhered to throughout this Charter. | 677 678 679 680 681 |
| ITWF | 44. Owners warrant that the terms of employment of the vessel's staff and crew will always remain acceptable to the International Transport Workers Federation on a worldwide basis. All time, costs and expenses incurred as a result of Owners' failure to comply with foregoing shall be for Owners' account. | 682 683 684 |
| Letters of protest/ Deficiencies | 45. It is a condition of this Charter that from the time the vessel sails to the first load port there will be no Letter(s) of Protest ("LOP"'s) or deficiencies outstanding against the vessel. This refers to LOP's or deficiencies issued by Terminal Inspectorate or similar Port or Terminal or Governmental Authorities. | 685 686 687 |
| Documentation | 46. Owners shall ensure that the master and agents produce documentation and provide Charterers with copies of all such documentation relevant to each port and berth call and all transshipments at sea, including but not limited to: Notice of Readiness / Statement of Facts / Shell Form 19x (if Charterers nominate agents under Part II clause 24) / Time sheet(s) / LOPs/ Hourly pumping logs /COW performance logs by facsimile (to the number advised in the voyage instructions). These documents to be faxed within 48 hours from sailing from each load or discharge port or transshipment area. If the vessel does not have a facsimile machine on board the master shall advise Charterers, within 48 hours from sailing from each port under this Charter, of the documents he has available and ensure copies of such documents are faxed by agents to Charterers from the relevant port of call or at latest from the next port of call. Complying with this clause does not affect the terms of Part II clause 15(3) with regard to notification and submission of a fully documented claim for demurrage or a claim described in Part II clause 6(3) of this Charter. Any documents to be faxed under this clause may be, alternatively, scanned and e-mailed to Charterers. If any actions or facilities of Suppliers / Receivers / Terminal/ Transshipment vessels or Charterers, as applicable, impinge on the vessel's ability to perform the warranties and / or guarantees of performance under this Charter the master must issue a LOP to such effect. If the master fails to issue such LOP then Owners shall be deemed to have waived any rights to claim. Master and agents shall ensure that all documents concerning port/berth and cargo activities at all ports/berths and transshipment at sea places are signed by both an officer of the vessel and a representative of either Suppliers / Receivers / Terminal / Transshipment vessels or Charterers, as applicable. If such a signature from Suppliers / Receivers / Terminal/ Transshipment vessels or Charterers, as applicable, is not obtainable the master or his agents should issue a LOP to such effect. All LOP's issued by master or his agents or received by master or his agents must be forwarded to Charterers as per the terms of this clause. | 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 |
| Administration | 47. The agreed terms and conditions of this Charter shall be recorded and evidenced by the production of a fixture note sent to both Charterers and Owners within 24 hours of the fixture being concluded. This fixture note shall state the name and date of the standard pre-printed Charter Party Form, on which the Charter is based, along with all amendments / additions/ deletions to such charter party form. All further additional clauses agreed shall be reproduced in the fixture note with full wording. This fixture note shall be approved and acknowledged as correct by both Owners and Charterers to either the Ship Broker through whom they negotiated or, if no Ship Broker was involved, to each other within two working days after fixture concluded. No formal written and signed Charter Party will be produced unless specifically requested by Charterers or Owners or is required | 707 708 709 710 711 712 713 |

PART II

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| | by additional clauses of this Charter. | 714 |
| Cargo retention | 48. If on completion of discharge any liquid cargo of a pumpable nature remains on board (the presence and quantity of such cargo having been established, by application of the wedge formula in respect of any tank the contents of which do not reach the forward bulkhead, by an independent surveyor, appointed by Charterers and paid jointly by Owners and Charterers), Charterers shall have the right to deduct from freight an amount equal to the FOB loading port value of such cargo, cargo insurance plus freight thereon; provided, however, that any action or lack of action hereunder shall be without prejudice to any other rights or obligations of Charterers, under this Charter or otherwise, and provided further that if Owners are liable to any third party in respect of failure to discharge such pumpable cargo, or any part thereof, Charterers shall indemnify Owners against such liability up to the total amount deducted under this clause. | 715 716 717 718 719 720 721 722 |
| Hydrogen sulphide | 49. Owners shall comply with the requirements in ISGOTT (as amended from time to time) concerning Hydrogen Sulphide and shall ensure that prior to arrival at the load port the Hydrogen Sulphide (ppm by volume in vapour) level in all bunker, ballast and empty cargo spaces is below the Threshold Limit Value (“TLV”) - Time Weighted Average (“TWA”). If on arrival at the loading terminal, the loading authorities, inspectors or other authorised and qualified personnel declare that the Hydrogen Sulphide levels in the vessels’ tanks exceed the TLV- TWA and request the vessel to reduce the said level to within the TLV-TWA then the original notice of readiness shall not be valid. A valid notice of readiness can only be tendered and laytime, or demurrage time, if on demurrage, to the relevant authorities can only start to run in accordance with Part II clause 13 when the TLV-TWA is acceptable. If the vessel is unable to reduce the levels of Hydrogen Sulphide within a reasonable time Charterers shall have the option of cancelling this Charter without penalty and without prejudice to any claims which Charterers may have against Owners under this Charter. | 723 724 725 726 727 728 729 730 731 732 733 |
| Port regulations | 50. Owners warrant that the vessel will fully comply with all port and terminal regulations at any named port in this Charter, and any ports to which Charterers may order the vessel to under this Charter in accordance with Part I clauses (D/E) provided that Owners have a reasonable opportunity to acquaint themselves with the regulations at such ports. | 734 735 736 |
| Single Point/ Buoy and jetty mooring | 51. (1) Owners warrant that: (a) the vessel complies with the OCIMF recommendations, current at the date of this Charter, for equipment employed in the mooring of ships at single point moorings in particular for tongue type or hinged bar type chain stoppers and that the messenger from the Chain Stopper(s) is secured on a winch drum (not a drum end) and that the operation is totally hands free. (b) the vessel complies and operates in accordance with the recommendations, current at the date of this Charter, contained in the latest edition of OCIMF’s “Mooring Equipment Procedures” (2) If requested by Charterers, or in the event of an emergency situation arising whilst the vessel is at a Single Buoy Mooring (“SBM”), the vessel shall pump sea water, either directly from the sea or from vessel’s clean ballast tanks, to flush SBMs floating hoses prior to, during or /after loading and/or discharge of the cargo; this operation to be carried out at Charterers’ expense and with time counting against laytime, or demurrage, if on demurrage. Subject to Owners exercising due diligence in carrying out such an operation Charterers hereby indemnify Owners for any cargo loss or contamination directly resulting from this request. If master or Owners are approached by Suppliers/Receivers or Terminal Operators to undertake such an operation Owners shall obtain Charterers’ agreement before proceeding. | 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 |
| ISPS/MTSA | 52. (1) (a) From the date of coming into force of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (“ISPS Code”) and the US Maritime Transportation Security Act 2002 (“MTSA”) in relation to the vessel, and thereafter during the currency of this Charter, Owners shall procure that both the vessel and “the Company” (as defined by the ISPS Code) and the “owner” (as defined by the MTSA) shall comply with the requirements of the ISPS Code relating to the vessel and “the Company” and the requirements of MTSA relating to the vessel and the “owner”. Upon request Owners shall provide a copy of the relevant International Ship Security Certificate to Charterers. Owners shall provide documentary evidence of compliance with this clause 52 (1) (a). (b) Except as otherwise provided in this Charter, loss, damage, expense or delay caused by failure on the part of Owners or “the Company”/“owner” to comply with the requirements of the ISPS Code/MTSA or this clause shall be for Owners’ account. (2) (a) Charterers shall provide the Owners with their full style contact details and other relevant information reasonably required by Owners to comply with the requirements of the ISPS Code/MTSA. Additionally, Charterers shall ensure that the contact details of any sub-charterers are likewise provided to Owners. Furthermore, Charterers shall ensure that all sub-charter parties they enter into shall contain the following provision: “The Charterers shall provide the Owners with their full style contact details and, where sub-letting is permitted under the terms of the charter party, shall ensure that contact details of all sub-charterers are likewise provided to the Owners”. (b) Except as otherwise provided in this Charter, loss, damage, expense or delay caused by failure on the part of Charterers to comply with this sub clause (2) shall be for Charterers’ account. | 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 |

PART II

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| | (3) (a) Without prejudice to the foregoing, Owners right to tender notice of readiness and Charterers’ liability for demurrage in respect of any time delays caused by breaches of this clause 52 shall be dealt with in accordance with Part II clauses 13, (Notice of readiness/Running time), 14, (Suspension of Time), and 15,(Demurrage), of the charter. | 772 773 774 775 |
| | (b) Except where the delay is caused by Owners and/or Charterers failure to comply, respectively, with clauses (1) and (2) of this clause 52, then any delay arising or resulting from measures imposed by a port facility or by any relevant authority, under the ISPS Code/MTSA, shall count as half rate laytime, or, if the vessel is on demurrage, half rate demurrage. | 776 777 778 779 |
| | (4) Except where the same are imposed as a cause of Owners and/or Charterers failure to comply, respectively, with clauses (1) and (2) of this clause 52, then any costs or expenses related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be shared equally between Owners and Charterers. All measures required by the Owners to comply with the Ship Security Plan shall be for Owners’ account. | 780 781 782 783 784 785 |
| | (5) If either party makes any payment which is for the other party’s account according to this clause, the other party shall indemnify the paying party. | 786 787 |
| Business principles | 53. Owners will co-operate with Charterers to ensure that the “Business Principles”, as amended from time to time, of the Royal Dutch/Shell Group of Companies, which are posted on the Shell Worldwide Web (www.Shell.com), are complied with. | 788 789 790 |
| Law and litigation | 54. (a) This Charter shall be construed and the relations between the parties determined in accordance with the laws of England. | 791 792 |
| Arbitration | (b) All disputes arising out of this Charter shall be referred to Arbitration in London in accordance with the Arbitration Act 1996 (or any re-enactment or modification thereof for the time being in force) subject to the following appointment procedure: | 793 794 795 |
| | (i) The parties shall jointly appoint a sole arbitrator not later than 28 days after service of a request in writing by either party to do so. | 796 797 |
| | (ii) If the parties are unable or unwilling to agree the appointment of a sole arbitrator in accordance with (i) then each party shall appoint one arbitrator, in any event not later than 14 days after receipt of a further request in writing by either party to do so. The two arbitrators so appointed shall appoint a third arbitrator before any substantive hearing or forthwith if they cannot agree on a matter relating to the arbitration. | 798 799 800 801 |
| | (iii) If a party fails to appoint an arbitrator within the time specified in (ii) (the “Party in Default”), the party who has duly appointed his arbitrator shall give notice in writing to the Party in Default that he proposes to appoint his arbitrator to act as sole arbitrator. | 802 803 804 |
| | (iv) If the Party in Default does not within 7 days of the notice given pursuant to (iii) make the required appointment and notify the other party that he has done so the other party may appoint his arbitrator as sole arbitrator whose award shall be binding on both parties as if he had been so appointed by agreement. | 805 806 807 |
| | (v) Any award of the arbitrator(s) shall be final and binding and not subject to appeal. | 808 |
| | (vi) For the purposes of this clause 54 any requests or notices in writing shall be sent by fax, e-mail or telex and shall be deemed received on the day of transmission. | 809 810 |
| | (c) It shall be a condition precedent to the right of any party to a stay of any legal proceedings in which maritime property has been, or may be, arrested in connection with a dispute under this Charter, that that party furnishes to the other party security to which that other party would have been entitled in such legal proceedings in the absence of a stay. | 811 812 813 814 |
| Small claims | (d) In cases where neither the claim nor any counterclaim exceeds the sum of United States Dollars 50,000 (or such other sum as Owners/Charterers may agree) the arbitration shall be conducted in accordance with the London Maritime Arbitrators’ Association Small Claims Procedure current at the time when the arbitration proceedings are commenced. | 815 816 817 818 |
| Address commission | 55. Charterers shall deduct address commission of 1.25% from all payments under this Charter. | 819 820 |
| Construction | 56. The side headings have been included in this Charter for convenience of reference and shall in no way affect the construction hereof. | 821 822 |

PART III

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| Australia | (1)(a) | The vessel shall not transit the Great Barrier Reef Inner Passage, whether in ballast en route to a loadport or laden, between the Torres Strait and Cairns, Australia. If the vessel transits the Torres Strait, the vessel shall use the outer reef passage as approved by the Australian Hydrographer. Owners shall always employ a pilot, when transiting the Torres Strait and for entry and departure through the Reef for ports North of Brisbane. | 1 2 3 4 5 |
| | (b) | The vessel shall discharge all ballast water on board the vessel and take on fresh ballast water, always in accordance with safe operational procedures, prior to entering Australian waters. | 6 7 |
| | (c) | On entering, whilst within and whilst departing from the port of Sydney Owners and master shall ensure that the water line to highest fixed point distance does not exceed 51.8 (fifty one point eight) metres. | 8 9 |
| | (d) | If Charterers or Terminal Operators instruct the vessel to slow the cargo operations down or stop entirely the cargo operations in Sydney during the hours of darkness due to excessive noise caused by the vessel then all additional time shall be for Owners' account. | 10 11 12 |
| Goods Services Tax | (e)(i) | Goods Services Tax ("GST") imposed in Australia has application to any supply made under this Charter, the parties agree that the Charterer shall account for GST in accordance with Division 83 of the GST Act even if the Owner becomes registered. The Owner acknowledges that it will not recover from the Charterer an additional amount on account of GST. | 13 14 15 16 |
| | (ii) | The Owner acknowledges that it is a non-resident and that it does not make supplies through an enterprise carried on in Australia as defined in section 995-1 of the Income Tax Assessment Act 1997. | 17 18 |
| | (iii) | The Charterer acknowledges that it is registered. Where appropriate, terms in this clause have the meaning set out in section 195-1 of the GST Act. | 19 20 |
| Brazil | (2) (a) | Owners acknowledge the vessel will have, if Charterers so require, to enter a port or place of clearance within mainland Brazil, to obtain necessary clearance from the Brazilian authorities and/or to pick-up personnel required to be on board during the loading of the cargo at Fluminense FPSO. The vessel then proceeds to the Fluminense FPSO where she can tender her notice of readiness. Time at the port of clearance, taken from arrival at pilot station to dropping outward pilot to be for Charterers' account and payable at the agreed demurrage rate together with freight. However this time not to count as laytime or demurrage if on demurrage. | 21 22 23 24 25 26 27 |
| | (b) | Freight payment under Part II clause 5 of this Charter shall be made within 5 banking days of receipt by Charterers of notice of completion of final discharge | 28 29 |
| Canada | (3) | Owners warrant that the vessel complies with all the Canadian Oil Spill response regulations currently in force and that the Owner is a member of a certified oil spill response organisation and that the Owners/vessel shall continue to be members of such organisation and comply with the regulations and requirements of such organisation throughout the period of this Charter. | 30 31 32 33 |
| Egypt | (4)(a) | Any costs incurred by Charterers for vessel garbage or in vessel deballasting at Sidi Kerir shall be for Owners' account and Charterers shall deduct such costs from freight | 34 35 |
| | (b) | Charterers shall have the option for the discharge range Euromed and/or United Kingdom/ Continent (Gibraltar Hamburg range) to instruct the vessel to transit via Suez Canal. In the event that Charterers exercise this option the following shall apply: Charterers option to part discharge Ain Sukhna and reload Sidi Kerir. Charterers will pay the following with freight against Owners' fully documented claim: | 36 37 38 39 40 |
| | (c) | time incurred at the demurrage rate on the passage from the point at which the vessel deviates from the direct sailing route between last loadport and Port Suez, till the tendering of notice of readiness at Ain Sukhna, less any time lost by reason of delay beyond Charterers' reasonable control; | 41 42 43 |
| | (d) | time incurred at the demurrage rate on the passage from disconnection of hoses at Sidi Kerir to the point at which the vessel rejoins the direct sailing route between Port Said and the first discharge port UK Continent or Mediterranean, less any time lost by reason of delay beyond Charterers' reasonable control; | 44 45 46 |
| | (e) | time incurred at the demurrage rate between tendering of notice of readiness at Ain Sukhna and disconnection of hoses there; | 47 48 |
| | (f) | time incurred at the demurrage rate between tendering of notice of readiness at Sidi Kerir and disconnection of hoses there; | 49 50 |
| | (g) | all bunkers consumed during the periods (c) to (f) above at replacement cost; | 51 |
| | (h) | all port charges incurred at Ain Sukhna and Sidi Kerir. Freight rate via Suez shall be based on the Suez/Suez flat rate without the fixed Suez rate differential, other than as described below (the Worldscales rates in Part I clause (G) of this Charter to apply). All canal dues related to Suez laden transit, including Suez Canal port costs, agency fees and expenses, including but not limited to escort tugs and other expenses for canal laden transit, to be for Charterers' account and to be settled directly by them. Charterers' to pay Owners the 'ballast transit only' fixed rate differential as per Worldscales together with freight. | 52 53 54 55 56 57 58 |
| India | (5) (a) | In assessing the pumping efficiency under this Charter at ports in India, Owners agree to accept the record of pressure maintained as stated in receiver's statement of facts signed by the ship's representative. | 59 60 |

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| | (b) Owners shall be aware of and comply with the mooring requirements of Indian ports. All time, costs and expenses as a result of Owners' failure to comply with the foregoing shall be for Owners' account. | 61 62 63 |
| | (c) Charterers shall not be liable for demurrage unless the following conditions are satisfied: | 64 |
| | (i) the requirements of Part II clause 15 (3) are met in full; and | 65 |
| | (ii) a copy of this Charter signed by Owners is received by Charterers at least 2 (two) working days prior to the vessel's arrival in an Indian port. | 66 67 |
| | Charterers undertake to pay agreed demurrage liabilities promptly if the above conditions have been satisfied. | 68 69 |
| Japan | (6) (a) Owners shall supply Charterers with copies of:- | 70 |
| | (i) General Arrangement/Capacity plan; and | 71 |
| | (ii) Piping/Fire Fighting Diagrams | 72 |
| | as soon as possible, but always within 4 working days after subjects lifted on this Charter. | 73 |
| | (b) If requested by Charterers, Owners shall ensure a Superintendent, fully authorised by Owners to act on Owners' and/or master's behalf, is available at all ports within Japan to attend safety meetings prior to vessel's arrival at the port(s) and be in attendance throughout the time in each port and during each cargo operation. | 74 75 76 77 |
| | (c) Vessel to record and print out the position with date/time by Global Positioning System when vessel enters Japanese Territorial Waters ("JTW") in order to perform vessel's declaration of entering JTW for crude oil stock piling purpose. | 78 79 80 |
| | (d) If under Part I clause (E) of this Charter Japan, or in particular ports or berths in Tokyo Bay and/or the SBM at UBE Refinery, are discharge options and if the vessel is over 220,000 metric tons deadweight and has not previously discharged in Tokyo Bay or the SBM at UBE Refinery then: | 81 82 83 |
| | (i) Owners shall submit an application of Safety Pledge Letter confirming that all safety measures will be complied with; and | 84 85 |
| | (ii) Present relevant ship data to the Japanese Maritime Safety Agency. | 86 |
| | Owners shall comply with the above requirements as soon as possible but always within 4 working days after subjects lifted on this Charter. | 87 88 |
| | (e) If Charterers instruct the vessel to make adjustment to vessel's arrival date/time at discharge port(s) in Japan, any adjustments shall be compensated in accordance with Part I clause (L) of this Charter. If vessel is ordered to drift off Japan, at a location in Owners'/master's option, then the following shall apply:- | 89 90 91 92 |
| | (i) Time from vessel's arrival at drifting location to the time vessel departs, on receipt of Charterers' instructions, from such location shall be for Charterers' account at the demurrage rate stipulated in Part I clause (J) of this Charter. | 93 94 95 |
| | (ii) Bunkers consumed whilst drifting as defined in sub clause (e)(i) above shall be for Charterers' account at replacement cost. | 96 97 |
| | Owners shall provide full documentation to support any claim under this clause. | 98 |
| New Zealand | (7) (a) Owners of vessels carrying Persistent Oil - as defined by the International Group of P&I Clubs - which shall always incorporate Crude and Fuel Oil, Non Persistent Oil as defined by the International Group of P&I Clubs - which shall always incorporate Petroleum Products; and Chemicals, warrant that the vessel shall comply at all times with the Maritime Safety Authority of New Zealand's Voluntary Routeing Code for Shipping whilst transiting the New Zealand coast and / or en route to or from ports in New Zealand and whether laden or in ballast. | 99 100 101 102 103 104 |
| | (b) the following voyage routing will apply: | 105 |
| | (i) vessel is to keep a minimum of 5 miles off the New Zealand coast (and outlying islands) until approaching the port's pilot station, with the following exceptions: | 106 107 |
| | a) to pass a minimum of 4 miles off the coast when transiting Cook Strait; | 108 |
| | b) to pass a minimum of 5 miles to the east of Poor Knights Islands and High Peaks Rocks; | 109 |
| | c) to pass a minimum of 3 miles from land when transiting the Colville or Jellicoe Channels. | 110 |
| | If due to safe navigation and or other weather related reasons the vessel proceeds on a different route to those set out above, the Owners and master shall immediately advise Charterers and Owner's agents in New Zealand of the route being followed and the reasons for such deviation from the above warranted route. | 111 112 113 |
| Thailand | (8) If Part I clause (E) of this Charter includes option to discharge at a port/berth in Thailand then the following, which is consistent with industry practice for ships discharging in Thailand, shall apply over and above any other terms contained within this Charter:- | 114 115 116 |
| | (a) Laytime shall be 96 running hours | 117 |
| | (b) Freight payment under Part II clause 5 of this Charter shall be made within 15 days of receipt by Charterers of notice of completion of final discharge of cargo. | 118 119 |
| | (c) Cargo quantity and quality measurements shall be carried out at load and discharge ports by mutually appointed independent surveyors, with costs to be shared equally between Owners and Charterers. | 120 121 |

PART III

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| | This is additional to any independent surveyors used for the Cargo Retention clause 48 in Part II of this Charter. | 122 123 |
| United Kingdom | (9) (a) It is a condition of this Charter that Owners ensure that the vessel fully complies with the latest Sullo Voe regulations, including but not limited to:- i) current minimum bulk loading rates; and ii) pilot boarding ladder arrangements. Owners shall also comply with Charterers’ instructions regarding the disposal of ballast from the vessel. Charterers shall accept any deadfreight claim that may arise by complying with such instructions. (b) It is also a condition of this Charter that Owners ensure that the vessel fully complies with the latest Tranmere and Shellhaven regulations, including but not limited to:- i) being able to ballast concurrently with discharge ; or ii) maintaining double valve segregation at all times between cargo and ballast if the vessel has to part discharge, stop to ballast, then resume discharge. (c) In the event of loading or discharge at Tranmere, Shell U.K. Ltd. shall appoint tugs, pilots and boatmen on behalf of Owners. The co-ordinator of these services shall be OBC., who will submit all bills to Owners direct, irrespective of whether OBC are appointed agents or not. Owners warrant they will put OBC in funds accordingly. | 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 |
| United States of America | (10) (a) It is a condition of this Charter that in accordance with U.S. Customs Regulations, 19 CFR 4.7a and 178.2 as amended, Owners have obtained a Standard Carrier Alpha Code (SCAC) and shall include same in the Unique Identifier which they shall enter, in the form set out in the above Customs Regulations, on all the bills of lading, Cargo manifest, Cargo declarations and other cargo documents issued under this Charter allowing carriage of goods to ports in the U.S. Owners shall be liable for all time, costs and expenses and shall indemnify Charterers against all consequences whatsoever arising directly or indirectly from Owners’ failure to comply with the above provisions of this clause. Owners warrant that they are aware of the requirements of the U.S Bureau of Customs and Border Protection ruling issued on December 5th 2003 under Federal Register Part II Department of Homeland Security 19 CFR Parts 4, 103, et al. and will comply fully with these requirements for entering U.S ports. | 139 140 141 142 143 144 145 146 147 148 149 150 |
| Coastguard compliance | (b) Owners warrant that during the term of this Charter the vessel will comply with all applicable U.S. Coast Guard (USCG) Regulations in effect as of the date the vessel is tendered for first loading hereunder. If waivers are held to any USCG regulation Owners to advise Charterers of such waivers, including period of validation and reason(s) for waiver. All time costs and expense as a result of Owners’ failure to comply with the foregoing shall be for Owners’ account. (c) Owners warrant that they will | 151 152 153 154 155 156 |
| Laws and regulation | (i) comply with the U.S. Federal Water Pollution Control Act as amended, and any amendments or successors to said Act (ii) comply with all U.S. State Laws and regulations applicable during this Charter, as they apply to the U.S. States that Charterers may order vessel to under Part I clauses (D/E) of this Charter. (iii) have secured, carry aboard the vessel, and keep current any certificates or other evidence of financial responsibility required under applicable U.S. Federal or State Laws and regulations and documentation recording compliance with the requirements of OPA 90, any amendments or succeeding legislation, and any regulations promulgated thereunder. Owners shall confirm that these documents will be valid throughout this Charter. | 157 158 159 160 161 162 163 164 165 |
| W-8BEN | (d) If the recipient of the freight due under this Charter does not file taxes within the US, then such recipient shall complete an IRS Form W-8BEN and forward the original by mail to Charterers, attention “Freight Payments”. Should this not be received in a timely manner, then Charterers shall not be liable for interest on late payment of freight, or be in default of this Charter for such late payment. | 166 167 168 169 |
| Vapour Recovery System | Owners warrant that the vessel’s vapour recovery system complies with the requirements of the United States Coastguard. | 170 171 |
| Vietnam | (11) If required by Charterers, when loading Bach Ho crude oil, Owners will instruct the master to start the cargo heating system(s) prior to loading commencing. | 172 173 |