



BPTIME3

TIME CHARTERPARTY



PRODUCED IN ASSOCIATION WITH
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)

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TIME CHARTERPARTY

Date _____

PREAMBLE

1 *It is this day agreed between* _____

2 _____

3 of _____

4 ("Owners") being owners/disponent owners of the motor/steam tank vessel (delete as applicable) called

5 _____ ("Vessel")

6 and _____

7 of _____

8 _____

9 ("Charterers") that the service for which provision is herein made shall be subject to the terms and
10 conditions of this Charter which comprises this PREAMBLE, PART 1 and PART 2, together with the
11 OCIMF Vessel Particulars Questionnaire current at the date hereof and the BPTIME3 Questionnaire
12 (together referred to as the "Questionnaire") as attached hereto.

13 *Unless the context otherwise requires, words denoting the singular include the plural and vice versa.*

14 *In the event of any conflict between the provisions of PART 1 and PART 2 of this Charter, the provisions of*
15 *PART 1 shall prevail.*

16 *In the event of any conflict between the provisions of PART 1 or PART 2 of this Charter and any provisions*
17 *in the Questionnaire, the provisions of PART 1 or PART 2 of this Charter shall prevail.*

PART 1

18 A. Name of Vessel: _____

19 B. Charter Period: _____

20 _____

21 _____

22 _____

23 _____

24 C. Laydays/Cancelling:

25 Commencing: 0001 hours local time on _____ ("Commencement Date")

26 Cancelling: 1600 hours local time on _____ ("Cancelling Date")

27 _____

28 _____

29 _____

30 D. Place of Delivery: _____

31 _____

32 _____

33 _____

34 _____

35 _____

36 E. Vessel shall be delivered with the following cargo history: _____

37 _____

38 _____

39 _____

40 F. Place of Redelivery: _____

41 _____

42 _____

43 G. Bunkers on Delivery and Redelivery: _____

44 _____

45 _____

46 _____

47 H. Rate of Hire: _____

48 _____

49 _____

50 _____

51 _____

52 **I. Owners' Payment Details:** _____
53 _____
54 _____
55 _____
56 _____
57 _____
58 _____

59 **J. Bunker Specifications:** _____
60 _____
61 _____
62 _____
63 _____
64 _____

65 **K. Permitted Cargoes:** _____
66 _____
67 _____
68 _____
69 _____
70 _____
71 _____

72 **L. Trading Limits:** _____
73 _____
74 _____
75 _____
76 _____
77 _____

78 **M. Additional Clauses:** _____
79 _____
80 _____

PART 2

81 COMMERCIAL PROVISIONS

82 1. DELIVERY AND CHARTER PERIOD

83 1.1 Owners agree to let and Charterers agree to hire the Vessel from the time of delivery for a Charter
84 Period as set out in PART 1, Section B. The Vessel shall be placed at the disposal of Charterers at
85 the Place of Delivery as set out in PART 1, Section D. The Vessel shall not be delivered to
86 Charterers prior to the Commencement Date.

87 1.2 Upon delivery the Vessel shall be tight, staunch, strong, in every way fitted for service, with cargo
88 spaces, facilities and equipment ready to receive, carry and deliver cargo, and with a full
89 complement of Master, officers and crew fully competent, certified and experienced to perform
90 the services contracted for, and in all material respects meeting the description of the Vessel set
91 out in the Questionnaire. Without prejudice to the aforesaid, upon delivery Owners, Master,
92 officers, crew and all documents shall conform in all parts and in all material respects with the
93 responses submitted in the Questionnaire.

94 2. CANCELLATION

95 2.1 If the Vessel is not ready in accordance with Clause 1 and at Charterers' disposal by the
96 Cancelling Date (which term shall for the purposes of this Clause include any new Cancelling
97 Date determined under this Clause 2) Charterers shall have the option of cancelling this Charter
98 within forty-eight (48) hours after the Cancelling Date.

99 2.2 Owners undertake to notify Charterers promptly if at any time Owners or the Master have reason
100 to believe that the Vessel may not be delivered in accordance with Clause 1 by the Cancelling
101 Date. Such notification is to be in writing and shall state the date and time that Owners expect
102 the Vessel to be ready to be delivered.

103 2.3 If at any time it appears to Charterers that the Vessel will not be delivered in accordance with
104 Clause 1 by the Cancelling Date, Charterers may require Owners to state in writing the date and
105 time that they expect the Vessel to be ready to be delivered, such statement to be given within
106 ninety-six (96) hours of Charterers' request.

107 2.4 If the date and time notified by Owners pursuant to sub-clauses 2.2, 2.3 or 4.1 falls after the
108 Cancelling Date then Charterers shall have the option of cancelling this Charter within one
109 hundred and twenty (120) hours of receipt of the said notice from Owners or within forty-eight
110 (48) hours after the Cancelling Date, whichever is earlier.

111 If Charterers do not exercise their option to cancel this Charter then the new Cancelling Date for
112 the purpose of this Clause 2 shall be twelve (12) hours after the date and time notified by Owners
113 pursuant to sub-clauses 2.2 or 2.3, or such other date and time as may be mutually agreed.

114 2.5 If Owners fail, or fail timeously, to respond in writing to Charterers when required to do so under
115 sub-clause 2.3, Charterers shall have the option of cancelling this Charter within one hundred and
116 twenty (120) hours after the period allowed for Owners' response under sub-clause 2.3, or within
117 forty-eight (48) hours after the Cancelling Date, whichever is earlier.

118 3. REDELIVERY

119 3.1 The Vessel shall be redelivered to Owners at the Place of Redelivery stipulated in PART 1,
120 Section F on the expiry of the Charter Period, on completion of its final voyage on dropping last
121 outward bound pilot, or as may otherwise be agreed.

122 3.2 Notwithstanding the provisions of sub-clauses 1.1 and 3.1 hereof, should the Vessel at the expiry
123 of the Charter Period be on a ballast voyage to the Place of Redelivery or on a laden voyage
124 (which for the purposes of this Clause shall be deemed to have commenced at the end of the sea
125 passage to the first loadport), then Charterers shall have the use of the Vessel at the same rate and
126 conditions for such extended time as may be necessary for the completion of the voyage on which
127 it is engaged and, where required, its ballast voyage to the Place of Redelivery.

- 128 **4. NOTICES OF DELIVERY AND REDELIVERY**
- 129 4.1 The below notices shall be given by Owners to Charterers in the case of delivery, and by
130 Charterers to Owners in the case of redelivery:-
- 131 4.1.1 One calendar month prior to delivery / redelivery, notice shall be given specifying the
132 anticipated date for delivery / redelivery.
- 133 4.1.2 Fifteen days prior to delivery / redelivery, notice shall be given specifying the firm date
134 and estimated time of delivery / redelivery.
- 135 4.1.3 Thereafter seven, three, two and one day(s) prior to delivery / redelivery, notice shall be
136 given reconfirming or advising of any adjustment to the date and time given in
137 accordance with sub-clause 4.1.2. In addition, during the last fourteen days prior to
138 delivery / redelivery, prompt notice shall be given of any variation of more than six (6)
139 hours in the estimated time of delivery / redelivery.
- 140 4.2 If the Charter grants Owners or Charterers an option for the Place of Delivery or Redelivery,
141 notice of the anticipated Place of Delivery / Redelivery shall be given one calendar month before
142 delivery / redelivery, and firm nomination of the Place of Delivery / Redelivery shall be given
143 fifteen days before delivery / redelivery.
- 144 **5. BUNKERS ON DELIVERY AND REDELIVERY**
- 145 5.1 The Vessel shall be delivered with about the quantity of fuels stated in PART 1, Section G and
146 shall be redelivered with about the same quantity.
- 147 5.2 Charterers shall accept and pay for all fuels on board at the time of delivery and Owners shall
148 accept and pay for all fuels on board at redelivery (whether at the end of the Charter Period or
149 upon termination of the Charter for other reasons), all at the price paid (net of all discounts and
150 rebates) as substantiated by such documents as may reasonably be required. Charterers' payment
151 for fuels on board at the time of delivery shall be made together with the first payment of hire.
152 Charterers shall be entitled to deduct from the last payment of hire the value of fuels anticipated
153 to be on board at redelivery.
- 154 **6. CARGOES**
- 155 6.1 Charterers shall have the right to ship all lawful cargoes falling within the description set out in
156 PART 1, Section K.
- 157 6.2 Charterers shall not ship, nor permit to be shipped, any cargo dangerous to the Vessel.
- 158 **7. TRADING LIMITS**
- 159 The Vessel shall be employed in lawful trades within Institute Warranty Limits and within the Trading
160 Limits set out in PART 1, Section L.
- 161 **8. HIRE**
- 162 8.1 Charterers shall pay hire per day or pro rata for part of a day from the time the Vessel is delivered
163 to Charterers until its redelivery to Owners in the currency and at the rate stated in PART 1,
164 Section H. All calculation of hire shall be by reference to Universal Time Co-ordinated (UTC).
- 165 8.2 The first payment of hire shall be made on or about the date of delivery, paying the hire in
166 advance up to, but not including, the first day of the succeeding month. All subsequent payments
167 of hire shall be made monthly in advance on the first day of each calendar month to the account
168 stipulated in PART 1, Section I in funds available to Owners on the due date. If, however, in a
169 given month the due date is a non-banking day in the United States (if hire is to be paid in US
170 Dollars) or in the country stated in PART 1, Section I, then the subject month's hire shall be paid
171 on the next banking day.
- 172 8.3 Hire for the month in which the anticipated date for redelivery falls shall be made up to and
173 including the anticipated date of redelivery. Any necessary adjustments shall be made by payment
174 by Owners to Charterers or by Charterers to Owners, as the case may be, within twenty-eight (28)
175 days after redelivery.

- 176 8.4 Where there is a failure to pay hire by the due date, Owners shall notify Charterers in writing of
177 such failure. Within five (5) banking days of receipt of such notification Charterers shall pay the
178 amount due, failing which Owners shall have the right to suspend the performance of any or all of
179 their obligations under this Charter and/or to withdraw the Vessel. If Owners elect to suspend
180 performance of the Charter in respect of a particular late payment, they may still, notwithstanding
181 that suspension of performance, withdraw the Vessel from the Charter in respect of that late
182 payment provided they give a further twenty-four (24) hours' notice in writing of their intention
183 to withdraw. Under no circumstances shall the act of suspending performance be construed as a
184 waiver by Owners of the right to withdraw in respect of the continuing failure to pay hire or any
185 subsequent late payment of hire under this Charter. Throughout any period of suspended
186 performance under this Clause, the Vessel is to be and shall remain on hire. Charterers undertake
187 to indemnify Owners in respect of any liabilities incurred by Owners under the bill of lading or
188 any other contract of carriage as a consequence of Owners' proper suspension of and/or
189 withdrawal from any or all of their obligations under this Charter.
- 190 8.5 On production of supporting vouchers, Charterers shall be entitled to deduct from hire any
191 expenditure incurred on behalf of Owners which is for Owners' account under this Charter as
192 well as any other costs and expenses due to Charterers which this Charter entitles them to deduct
193 from hire. Charterers shall be entitled to a commission of 2.5% on expenditure settled on behalf
194 of Owners.
- 195 8.6 Charterers may, at any time during the three months prior to the end of the Charter Period set
196 out in PART 1, Section B, deduct from hire any amount which they reasonably estimate will be
197 due to them at the end of the Charter Period in respect of expenditure on behalf of Owners,
198 bunkers on redelivery, anticipated performance claims and any other similar claims Charterers
199 may have against Owners.

200 **OWNERS' RIGHTS AND OBLIGATIONS**

201 **9. OWNERS' OBLIGATIONS**

- 202 9.1 Without prejudice to Clause 1, Owners shall exercise due diligence to maintain the Vessel in, or
203 restore the Vessel to, the condition required pursuant to Clause 1 throughout the Charter Period.
- 204 9.2 Owners undertake that from the date of entering into this Charter the classification society, flag,
205 ownership, management (whether technical or commercial) and P&I Insurers of the Vessel shall
206 not change without Charterers' prior consent. Without prejudice to any other right that
207 Charterers may have, a breach of this provision will entitle Charterers to terminate this Charter,
208 whereupon Owners shall reimburse Charterers with any hire paid in advance and not earned.
209 Should Charterers withhold consent under this Clause, then Owners may require Charterers to
210 promptly identify to them an alternative acceptable to Charterers.
- 211 9.3 Owners undertake that from the date of entering into this Charter the amount of Hull and
212 Machinery insurance on the Vessel shall not change without Charterers' prior consent, which shall
213 not be unreasonably withheld.
- 214 9.4 Without prejudice to Clause 1, and provided always that Owners are granted a reasonable time to
215 perform cleaning, Owners shall throughout the Charter Period ensure that the Vessel presents for
216 loading with its tanks, pumps and pipelines properly prepared to the satisfaction of any inspector
217 appointed by or on behalf of Charterers and ready for loading the cargo specified by Charterers.
- 218 9.5 Owners shall remain responsible for the navigation of the Vessel, acts of pilots, tug boats and
219 crew, same as when trading for their own account. Owners undertake that throughout the period
220 of this Charter they will, at their own expense, comply with the regulations in force from time to
221 time so as to enable the Vessel to pass through the Suez and Panama Canals by day and by night
222 without delay.
- 223 9.6 Without limitation to the foregoing, Owners shall provide and pay for:-
- 224 9.6.1 provisions, wages (including overtime), discharging fees and all other expenses related to
225 the Master, officers and crew; and
- 226 9.6.2 cabin, deck, engine-room and other necessary stores, including domestic water; and

- 227 9.6.3 radio traffic and other communication expenses; and
- 228 9.6.4 insurance on the Vessel fully covering P&I risks and (without prejudice to Charterers' rights to freely trade the Vessel) standard oil pollution cover up to the level customarily offered by the International Group of P & I Clubs (currently US\$1,000 million), Hull and Machinery and basic War Risks in accordance with the information set out in the Questionnaire; and
- 231
- 232
- 233 9.6.5 all documentation required to permit the Vessel to trade within the Trading Limits set out in PART 1, Section L, including but not limited to the certificates and documentation confirmed by Owners in the Questionnaire to be in place and such documentation shall be maintained in force during the currency of the Charter.
- 234
- 235
- 236

237 **10. MASTER AND CREW**

- 238 10.1 The Master, although appointed by Owners, shall throughout the Charter Period be under the orders and directions of Charterers as regards employment, agency or other arrangements and shall render Charterers all reasonable assistance with the officers, crew and equipment (including but not limited to connecting and disconnecting hoses for loading and discharging, verifying fuel samples and the procedure associated with the delivery of fuel) and supply Charterers with such information and documentation as they may from time to time require (including but not limited to logs, time sheets, safety performance information and certification relating to officers, crew or Vessel).
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- 245
- 246 10.2 The Master shall, throughout the Charter Period, operate the Vessel and carry out his duties in a manner consistent with good seamanship, complying with the recommendations set out in the latest edition of ISGOTT and maintaining the safety of the Vessel, its crew, the cargo and the environment, and shall prosecute all voyages with due despatch.
- 247
- 248
- 249
- 250 10.3 The Master shall observe regulations and recommendations as to traffic separation and routeing as issued, from time to time, by responsible organisations or regulatory authorities, or as promulgated by the State of the flag of the Vessel or the State in which management of the Vessel is exercised.
- 251
- 252
- 253
- 254 10.4 If Charterers are dissatisfied with the conduct of the Master or any officer or crew member, Owners shall on receiving particulars of the complaint, promptly investigate the same, and, if necessary, make a change in the appointment.
- 255
- 256

257 **11. BILLS OF LADING AND WAYBILLS**

- 258 11.1 Bills of lading and waybills shall be signed as Charterers direct, without prejudice to this Charter. Charterers hereby indemnify Owners:-
- 259
- 260 11.1.1 against all liabilities that may arise from the signing of bills of lading and waybills in accordance with the directions of Charterers to the extent that the terms of such bills of lading and waybills impose more onerous liabilities than those assumed by Owners under the terms of this Charter; and
- 261
- 262
- 263
- 264 11.1.2 against claims brought by holders of bills of lading and waybills against Owners by reason of any deviation ordered by Charterers.
- 265
- 266 11.2 All bills of lading and waybills issued under this Charter shall include a Clause Paramount and War Risks, New Jason, General Average, and Both-to-Blame Collision clauses, in the form set out in this Charter.
- 267
- 268

269 **12. DRUGS AND ALCOHOL POLICY**

- 270 12.1 Owners undertake that they have, and shall maintain for the duration of this Charter, a policy on Drugs and Alcohol Abuse applicable to the Vessel (the "D & A Policy") that meets or exceeds the standards in the OCIMF Guidelines for the Control of Drugs and Alcohol Onboard Ship 1995 as amended from time to time.
- 271
- 272
- 273
- 274 12.2 Owners shall exercise due diligence to ensure that the D & A Policy is understood and complied with on and about the Vessel. An actual impairment, or any test finding of impairment, shall not in and of itself mean that Owners have failed to exercise due diligence.
- 275
- 276

277 **13. DRY-DOCKING**

278 Without prejudice to Clause 19, Owners shall have the right at their expense to take the Vessel out of
279 service, including placing the Vessel in dry-dock. For emergency repairs this right may be exercised in
280 accordance with Owners' discretion. For routine maintenance and surveys, the right may only be exercised
281 at a time and place mutually agreed upon by Owners and Charterers.

282 **14. LIEN**

283 Owners shall have a lien upon all cargoes, hire, sub-hire, freights and sub-freights for any amounts owed by
284 Charterers under this Charter.

285 **CHARTERERS' RIGHTS AND OBLIGATIONS**

286 **15. CHARTERERS' OBLIGATIONS**

287 15.1 Charterers shall furnish the Master with full and timely instructions.

288 15.2 Charterers shall provide and/or pay for:-

289 15.2.1 all fuels of a quality suitable for burning in the Vessel's engines and auxiliaries (which
290 shall comply with the description in PART 1, Section J) except for quantities of fuel
291 consumed while the Vessel is off-hire which shall be for Owners' account; and

292 15.2.2 port charges, light and canal dues, and all other charges or expenses relating to loading
293 and discharging; and

294 15.2.3 agency fees for normal ship's husbandry at all places or ports of call; and

295 15.2.4 towage, pilotage and all mooring, loading and discharging facilities and services,
296 provided always that Charterers shall bear no liability for the negligence or misconduct
297 exercised by the providers of such services and facilities.

298 15.3 Any additional premiums charged by the providers of oil pollution cover by reason of loading or
299 discharging at ports in the USA or USA-controlled territories shall be for Charterers' account and
300 shall be re-imbursed to Owners together with the instalment of hire next falling due following
301 presentation to Charterers of proper receipts evidencing payment.

302 15.4 Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them
303 or their agents, which might have priority over the title and interest of Owners.

304 **16. SPACE AVAILABLE TO CHARTERERS**

305 16.1 The whole reach, burthen and decks of the Vessel, and its passenger accommodation (including
306 Owners' suite if any), shall be at Charterers' disposal, reserving only proper and sufficient space
307 for the Vessel's Master, officers, crew, tackle, apparel, furniture, provisions, stores and lubricating
308 oil.

309 16.2 The weight of stores and lubricating oil stored on board shall not at any time during the Charter
310 Period, unless specifically agreed, exceed the tonnage shown in the Questionnaire.

311 **17. LOADING AND DISCHARGE / SHIP-TO-SHIP TRANSFERS**

312 17.1 The Vessel shall be loaded and discharged at any port (which term for the purpose of this Charter
313 shall include any port, berth, dock, loading or discharging anchorage or offshore location,
314 submarine line, single point or single buoy mooring facility, alongside vessels or lighters or any
315 other place whatsoever as the context requires) in accordance with Charterers' instructions.
316 Before instructing Owners to direct the Vessel to any port, Charterers shall exercise due diligence
317 to ascertain the safety of such port, but Charterers do not warrant the safety of any port and shall
318 be under no liability in respect thereof except for loss or damage caused by Charterers' failure to
319 exercise due diligence.

320 17.2 Charterers shall have the option of transferring the whole or part of the cargo (which shall include
321 topping-off and lightening) to or from any other vessel including, but not limited to, an ocean-
322 going vessel, barge and/or lighter (the "Transfer Vessel").

323 All transfers of cargo to or from Transfer Vessels shall be carried out in accordance with the
324 recommendations set out in the latest edition of the "ICS/OCIMF Ship to Ship Transfer Guide
325 (Petroleum)". Owners undertake that the Vessel and its crew shall comply with such
326 recommendations, and similarly Charterers undertake that the Transfer Vessel and its crew shall
327 comply with such recommendations. Charterers shall provide and pay for all necessary equipment
328 including suitable fenders and cargo hoses. Charterers shall have the right, at their expense, to
329 appoint supervisory personnel to attend on board the Vessel, including a mooring master, to assist
330 in such transfers of cargo.

331 **18. PERFORMANCE OF VESSEL - SPEED AND CONSUMPTION**

332 18.1 Unless otherwise ordered by Charterers, the Vessel shall perform all voyages at the service speed
333 stated in the Questionnaire.

334 18.2 Owners warrant that the Vessel is and shall remain capable of maintaining, throughout the
335 Charter Period, the speeds and bunker consumptions for propulsion described in the
336 Questionnaire under normal working conditions and in moderate weather (which for the purpose
337 of this Clause shall exclude any periods of winds exceeding Force 5 on the Beaufort Scale).
338 Charterers shall have the right to make deductions from hire in respect of any time lost and any
339 additional bunkers consumed by reason of the Vessel's failure to maintain the warranted
340 capability.

341 **19. OFF-HIRE**

342 19.1 The Vessel shall be off-hire on each and every occasion that there is a loss of time arising out of
343 or in connection with the Vessel being unable to comply with Charterers' instructions (whether by
344 way of interruption or reduction in the Vessel's services, or in any other manner) on account of:-

345 19.1.1 any damage, defect, breakdown, deficiency of or accident to the Vessel's hull, machinery,
346 equipment or cargo handling facilities, or maintenance thereto; or

347 19.1.2 any default and/or deficiency of the Master, officers or crew, including the failure or
348 refusal or inability of the Master, officers and/or crew to perform the services required;
349 or

350 19.1.3 any breach of sub-clause 9.6.5; or

351 19.1.4 any other cause preventing the full working of the Vessel.

352 Notwithstanding the aforesaid, if the total loss of time pursuant to this sub-clause 19.1 is less than
353 three hours in any one calendar month, the Vessel shall not be off-hire.

354 19.2 If the Vessel deviates, unless ordered to do so by Charterers, it shall be off-hire from the
355 commencement of such deviation until the Vessel is again ready to resume its service from a
356 position not less favourable to Charterers than that at which the deviation commenced. For the
357 purposes of this Clause the term deviation shall include stopping, reducing speed, putting back or
358 putting into any port or place other than that to which it is bound under the instructions of
359 Charterers for any reason whatsoever, including for maintenance, dry-docking, taking on stores or
360 fresh water, but shall exclude deviations made to save life or property. Should the Vessel deviate
361 to avoid bad weather or be driven into port or anchorage by stress of weather, the Vessel shall
362 remain on hire and all port costs thereby incurred and bunkers consumed shall be for Charterers'
363 account. Any service given or distance made good by the Vessel while off-hire shall be taken into
364 account in assessing the amount to be deducted from hire.

365 19.3 Any time during which the Vessel is off-hire under this Charter may be added, at Charterers'
366 option, to the Charter Period. Such option shall be declared in writing not less than one month
367 before the expected date of redelivery, or promptly if such event occurs less than one month
368 before the expiry of the Charter Period. If Charterers exercise their option to extend the Charter
369 Period pursuant to this Clause, the Charter Period shall be deemed to include such extension and
370 hire shall be payable at the rate(s) which would have been payable but for the relevant off-hire
371 event.

372 20. **LAYING UP**

373 Charterers shall have the option to lay up the Vessel at a place nominated by them and acceptable to
374 Owners. Charterers shall exercise due diligence to ascertain the safety of such place but shall be under no
375 liability in respect thereof except for loss or damage caused by Charterers' failure to exercise due diligence.
376 If Charterers exercise the option to lay up the Vessel then the hire stipulated in PART 1, Section H shall be
377 adjusted to reflect any net increase in expenditure reasonably incurred (including but not limited to costs
378 reasonably incurred in preparing the Vessel for lay up as well as restoring it to the condition in which it was
379 immediately prior to laying up) or net saving which should reasonably be made by Owners as a result of
380 such lay up.

381 21. **STORAGE**

382 Charterers shall have the option of using the Vessel for floating storage but Charterers undertake not to use
383 the Vessel for floating storage in areas where additional premiums for War Risks Insurance are charged by
384 the Vessel's War Risks Insurance underwriters.

385 22. **SUB-LET**

386 Charterers may sub-let the Vessel without prejudice to the respective rights and obligations of either party
387 under this Charter.

388 23. **SUPERNUMERARIES**

389 Charterers may send supernumeraries in the Vessel's available accommodation upon any voyage made
390 under this Charter. In such event Owners shall provide provisions and all requisites, as supplied to
391 officers, except alcohol.

392 24. **VESSEL/CARGO INSPECTIONS/BUNKER SURVEYS**

393 Charterers shall be entitled to cause their representative (which term includes any independent surveyor
394 appointed by Charterers) to carry out inspections of the Vessel and/or observe cargo operations and/or
395 ascertain the quantity and quality of the cargo, water and residues on board, including the taking of cargo
396 samples, inspection and copying of the Vessel's logs, documents and records (which shall include but not
397 be limited to the personal notes of the Master, officers or crew relating to the operation of the Vessel, the
398 rough log book and computer generated data) at any loading and/or discharge port. Charterers'
399 representative may also conduct any of the aforementioned operations at or off any other port to which
400 Charterers may require the Master to divert the Vessel at any time after leaving any loading port.
401 Charterers shall obtain the consent of the owners of any cargo on board at the time before requiring the
402 Vessel to be diverted.

403 Charterers' representative shall be entitled to survey, and take samples from, any or all of the Vessel's cargo
404 tanks, bunker fuel tanks and non-cargo spaces at any place referred to above.

405 **SPECIAL PROVISIONS**

406 25. **CLAUSE PARAMOUNT**

407 Charterers undertake that all bills of lading and waybills issued under this Charter shall contain the
408 following:

409 "CLAUSE PARAMOUNT

410 (1) This Bill of Lading shall have effect subject to any national law making the International Convention
411 for the unification of certain rules of law relating to bills of lading signed at Brussels on 25th August
412 1924 (The Hague Rules) or the Hague Rules as amended by the Protocol signed at Brussels on 23rd
413 February 1968 (The Hague/Visby Rules) compulsorily applicable to this Bill of Lading. If any term
414 of this Bill of Lading be repugnant to that legislation to any extent, such term shall be void to that
415 extent but no further. Neither the Hague Rules nor the Hague/Visby Rules shall apply to this Bill of
416 Lading where the goods carried hereunder consist of live animals or cargo which by this Bill of
417 Lading is stated as being carried on deck and is so carried.

- 418 (2) Save where the Hague or Hague/Visby Rules apply by reason of (1) above, this Bill of Lading shall
419 take effect subject to any national law in force at the port of shipment or place of issue of the Bill of
420 Lading making the United Nations Convention on the Carriage of Goods by Sea 1978 (the Hamburg
421 Rules) compulsorily applicable to this Bill of Lading in which case this Bill of Lading shall have effect
422 subject to the Hamburg Rules which shall nullify any stipulation derogating therefrom to the
423 detriment of the shipper or consignee.
- 424 (3) Where the Hague, Hague/Visby or Hamburg Rules are not compulsorily applicable to this Bill of
425 Lading, the carrier shall be entitled to the benefits of all privileges, rights and immunities contained in
426 Articles I to VIII of the Hague/Visby Rules.
- 427 (4) Nothing in this Bill of Lading shall be construed as in any way restricting, excluding or waiving the
428 right of any relevant party or person to limit his liability under any available legislation and/or law".

429 **26. SALVAGE**

430 The Master is authorised to render assistance to other vessels. All salvage and remuneration for such
431 assistance shall be for Owners' and Charterers' equal benefit after deducting the Master's and Crew's
432 proportion and all costs, expenses and sacrifices (including but not limited to loss of time, off-hire, hire
433 paid, repairs to the Vessel and bunker fuel consumed). Any non-contractual liability to third parties shall
434 be for Owners' account unless it solely affects the salvage remuneration.

435 **27. ICE**

436 The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area
437 where lights, lightships, markers or buoys have been or are about to be withdrawn by reason of ice, nor
438 where on account of ice there is, in the Master's sole discretion, a risk that, in the ordinary course of events,
439 the Vessel will not be able safely to enter and remain at the port or area or to depart after completion of
440 loading or discharging. The Vessel shall not be obliged to force ice but, subject to Owners' prior approval,
441 may follow ice-breakers when reasonably required, with due regard to its size, construction and class. If,
442 on account of ice, the Master in his sole discretion considers it unsafe to proceed to, enter or remain at the
443 place of loading or discharging for fear of the Vessel being frozen in and/or damaged, he shall be at liberty
444 to sail to the nearest ice-free place and there await Charterers' instructions.

445 **28. REQUISITION**

446 Should the Vessel be requisitioned by any government, *de facto* or *de jure*, during the period of this Charter,
447 the Vessel shall be off-hire during the period of such requisition, and any hire paid by such government
448 and costs incurred in respect of such requisition shall be for Owners' account. The option granted to
449 Charterers in sub-clause 19.3 shall not apply to periods of off-hire pursuant to this Clause 28.

450 **29. OUTBREAK OF WAR**

451 Either party may cancel this Charter on the outbreak of war or hostilities between any two or more of the
452 following countries: the United States of America, the Russian Federation, the United Kingdom, France
453 and the People's Republic of China.

454 **30. WAR RISKS**

455 30.1 For the purpose of this Clause, the words:

456 30.1.1 "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or
457 other operators who are charged with the management of the Vessel, and the Master;
458 and

459 30.1.2 "War Risks" shall include any war (whether actual or threatened), act of war, civil war,
460 hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines
461 (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or
462 malicious damage, blockades (whether imposed against all vessels or imposed selectively
463 against vessels of certain flags or ownership, or against certain cargoes or crews or
464 otherwise howsoever), by any person, body, terrorist or political group, or the
465 Government of any state whatsoever, which, in the reasonable judgement of the Master
466 and/or Owners, may be dangerous or are likely to be or to become dangerous to the
467 Vessel, its cargo, crew or other persons on board the Vessel.

- 468 30.2 The Vessel, unless the written consent of Owners be first obtained, shall not be ordered to or
469 required to continue to or through, any port, place, area or zone (whether of land or sea), or any
470 waterway or canal, where it appears that the Vessel, its cargo, crew or other persons on board the
471 Vessel, in the reasonable judgement of the Master and/or Owners, may be, or are likely to be,
472 exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only
473 becomes dangerous, or is likely to be or to become dangerous, after its entry into it, the Vessel
474 shall be at liberty to leave it.
- 475 30.3 The Vessel shall not be required to load contraband cargo, or to pass through any blockade,
476 whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever
477 against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise
478 howsoever, or to proceed to an area where it shall be subject, or is likely to be subject to a
479 belligerent's right of search and/or confiscation.
- 480 30.4 Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and
481 their other interests (including, but not limited to, loss of earnings and detention, the crew and
482 their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their
483 account.
- 484 If the Underwriters of such insurance should require payment of premiums and/or calls because,
485 pursuant to Charterers' orders, the Vessel is within, or is due to enter and remain within, any area
486 or areas which are specified by such Underwriters as being subject to additional premiums
487 because of War Risks, then such premiums and/or calls shall be reimbursed by Charterers to
488 Owners at the same time as the next payment of hire is due.
- 489 30.5 If Owners become liable under the terms of employment to pay the crew any bonus or additional
490 wages in respect of sailing into an area which is dangerous in the manner defined by the said
491 terms, then such bonus or additional wages shall be reimbursed to Owners by Charterers at the
492 same time as the next payment of hire is due.
- 493 30.6 The Vessel shall have liberty:-
- 494 30.6.1 to comply with all orders, directions, recommendations or advice as to departure, arrival,
495 routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo,
496 delivery, or in any other way whatsoever, which are given by the Government of the
497 Nation under whose flag the Vessel sails, or other Government to whose laws Owners
498 are subject, or any other Government, body or group whatsoever acting with the power
499 to compel compliance with their orders or directions;
- 500 30.6.2 to comply with the orders, directions or recommendations of any war risks underwriters
501 who have the authority to give the same under the terms of the war risks insurance;
- 502 30.6.3 to comply with the terms of any resolution of the Security Council of the United
503 Nations, any directives of the European Community, the effective orders of any other
504 supranational body which has the right to issue and give the same, and with national laws
505 aimed at enforcing the same to which Owners are subject, and to obey the orders and
506 directions of those who are charged with their enforcement;
- 507 30.6.4 to divert and discharge at any other port any cargo or part thereof which may render the
508 Vessel liable to confiscation as a contraband carrier;
- 509 30.6.5 to divert and call at any other port to change the crew or any part thereof or other
510 persons on board the Vessel when there is reason to believe that they may be subject to
511 internment, imprisonment or other sanctions.
- 512 30.7 If in accordance with their rights under the foregoing provisions of this Clause, Owners refuse to
513 proceed to the loading or discharging ports, or any one or more of them, they shall immediately
514 inform Charterers.
- 515 **31. GENERAL AVERAGE**
- 516 General Average shall be adjusted and settled in London in accordance with the York-Antwerp Rules, 1994
517 or any subsequent modification thereof.

518 32. NEW JASON

519 If, notwithstanding Clause 31, General Average is adjusted in accordance with the law and practice of the
520 USA, the following provision shall apply:-

521 "In the event of accident, danger, damage or disaster before or after the commencement of the voyage,
522 resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence
523 of which, the carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or
524 owners of the cargo shall contribute with the carrier in general average to the payment of any sacrifices,
525 losses or expenses of a general average nature that may be made or incurred and shall pay salvage and
526 special charges incurred in respect of the cargo.

527 If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving
528 ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover
529 the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be
530 made by the cargo, shippers, consignees or owners of the cargo to the carrier before delivery".

531 33. BOTH-TO-BLAME COLLISION

532 If the liability for any collision in which the Vessel is involved while performing this Charter falls to be
533 determined in accordance with the laws of the USA, or the laws of any State which applies laws similar to
534 those applied in the USA in the circumstances envisaged by this Clause 33, the following provision shall
535 apply:-
536

537 "If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and
538 any act, neglect or default of the Master, mariner, pilot or the servants of the carrier in the navigation or in
539 the management of the Vessel, the owners of the goods carried hereunder will indemnify the carrier against
540 all loss or liability to the other or non-carrying vessel or its owners in so far as such loss or liability
541 represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by
542 the other or non-carrying vessel or its owners to the owners of said goods and set off, recouped or
543 recovered by the other or non-carrying vessel or its owners as part of their claim against the carrying vessel
544 or carrier.
545

546 The foregoing provisions shall also apply where the owner, operators or those in charge of any vessel or
547 vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of
548 collision or contact."
549

550 Whilst Charterers shall procure that all bills of lading and waybills issued under this Charter shall contain a
551 provision in the foregoing terms, to be applicable where the liability for any collision in which the Vessel is
552 involved falls to be determined under the preamble of this Clause 33, Charterers neither warrant nor
553 undertake that such provision shall be effective. In the event that such provision proves ineffective
554 Charterers shall, notwithstanding anything to the contrary herein provided, not be obliged to indemnify
555 Owners.

556 34. OIL POLLUTION PREVENTION

557 34.1 Owners undertake that the Vessel is a tanker owned by a member of the International Tanker
558 Owners' Pollution Federation Limited and will so remain throughout the period of this Charter.

559 34.2 When an escape or discharge of Oil occurs from the Vessel and causes or threatens to cause
560 Pollution Damage, or when there is the threat of an escape or discharge of Oil (i.e. a grave and
561 imminent danger of the escape or discharge of Oil which, if it occurred, would create a serious
562 danger of Pollution Damage, whether or not an escape or discharge in fact subsequently occurs),
563 then upon notice to Owners or Master, Charterers shall have the right (but shall not be obliged) to
564 place on board the Vessel and/or have in attendance at the incident one or more Charterers'
565 representatives to observe the measures being taken by Owners and/or national or local
566 authorities or their respective servants, agents or contractors to prevent or minimise Pollution
567 Damage and to provide advice, equipment or manpower or undertake such other measures, at
568 Charterers' risk and expense, as are permitted under applicable law and as Charterers believe are
569 reasonably necessary to prevent or minimise such Pollution Damage or to remove the threat of an
570 escape or discharge of Oil.

571 34.3 The provisions of this Clause 34 shall be without prejudice to any other rights and/or duties of
572 Charterers or Owners whether arising under this Charter or under applicable law or under any
573 International Convention.

574 34.4 In this Clause the terms "Oil" and "Pollution Damage" shall have the same meaning as that
575 defined in the Civil Liability Convention 1969 or any Protocol thereto.

576 35. EXCEPTIONS

577 35.1 The provisions of Article III (other than Rule 8 thereof), IV, IV *bis*, VII and VIII of the Schedule
578 to the Carriage of Goods by Sea Act 1971 of the United Kingdom shall apply to this Charter and
579 shall be deemed to be inserted *in extenso* herein. This Charter shall be deemed to be a contract for
580 the carriage of goods by sea to which the said Articles apply, and no regard shall be had to Article
581 I of the said Schedule. However, nothing in this Clause shall be deemed to modify, limit or
582 exclude the parties' rights and obligations as set out in Clauses 1, 9, 10, 11, 18 and 19 hereof.

583 35.2 Where a claim for indemnity is brought under this Charter, the defending party shall be entitled to
584 rely on all defences and limitations, whether founded on contract, tort, legislation or convention,
585 that the claimant could have relied on in the principal action or in relation to the principal claim.

586 35.3 Notwithstanding the aforesaid:

587 35.3.1 Where a claim for indemnity relating to a claim pursued by a third party is brought
588 under this Charter, such claim shall be extinguished unless suit is commenced within
589 twelve (12) months of the principal claim being settled by the parties thereto or
590 determined by the final, unappealable judgment of a competent court.

591 35.3.2 All other claims shall be subject to the statutory limitation period.

592 36. LAW

593 The construction, validity and performance of this Charter shall be governed by English Law. The High
594 Court in London shall have exclusive jurisdiction over any dispute which may arise out of this Charter.

595 Notwithstanding the aforesaid, the parties may jointly elect to have any such dispute referred to arbitration
596 in London pursuant to the Arbitration Act 1996 or any modification or re-enactment thereof for the time
597 being in force and under the Terms of the London Maritime Arbitrators' Association before a tribunal
598 consisting of three arbitrators.

599 *In Witness Whereof* the parties have caused this Charter to be executed as of the date first above written

600
601 for and on behalf of

602
603 OWNERS

604
605 for and on behalf of

606
607 CHARTERERS