

# TIME CHARTER PARTY

Contract No: TCP-2024-042

Date: March 22, 2024

## PARTIES:

Owners: Pacific Ocean Tankers Inc., Monrovia, Liberia

Charterers: Meridian Energy Transport SA, Geneva, Switzerland

## VESSEL PARTICULARS:

Vessel Name: MT PACIFIC DAWN

IMO Number: 9654321

Flag: Liberian

Year Built: 2016

Classification: Lloyd's Register

Type: Product Tanker (IMO II/III)

Deadweight: 49,999 metric tons

Gross Tonnage: 29,876 GT

Net Tonnage: 15,432 NT

Length Overall: 183.00 meters

Breadth: 32.20 meters

Draft: 11.50 meters (summer)

Speed: About 14.0 knots on about 28 metric tons VLSFO per day in good weather conditions

Main Engine: MAN B&W 6S50ME-C9, 9,480 BHP

Auxiliary Engines: 3 x 850 kW

Cargo Tank Capacity: 56,890 cubic meters

Number of Cargo Tanks: 12 (6 pairs)

Pumps: 3 x 500 m3/h cargo pumps, 2 x 100 m3/h stripping pumps

Cargo Heating: Capable of heating cargo to 60°C

Inert Gas System: Installed

COW System: Installed

## COATINGS:

Cargo Tanks: Epoxy coated

Last cleaned: January 2024

Suitable for: Clean petroleum products, vegetable oils, chemicals (IMO II/III)

#### CHARTER PERIOD:

Period: 36 months firm

Delivery: On or about April 15, 2024, between April 10 and April 20, 2024

Delivery Port/Place: Fujairah, United Arab Emirates

Redelivery Port/Place: Worldwide in Charterers' option, safe port/berth, always afloat

#### CHARTER HIRE:

Daily Hire Rate: USD 22,750 per day

Payment: Semi-monthly in advance, in United States Dollars to Owners' account at:

Bank: Citibank N.A., New York

Account No: 123456789

SWIFT: CITIUS33

IBAN: US12CITI12345678900001

First hire payment due 2 banking days prior to delivery. Subsequent payments due every 15 days in advance, with 2 banking days grace period before default.

#### HIRE ADJUSTMENT:

- Year 2 (Months 13-24): USD 23,500 per day
- Year 3 (Months 25-36): USD 24,250 per day

#### DELIVERY CONDITION:

The vessel shall be delivered:

- In every way fitted for the carriage of petroleum products and IMO II/III chemicals
- With hull, machinery, and equipment in thoroughly efficient state
- Class maintained without overdue recommendations
- With all certificates valid including Certificate of Fitness (COF)
- All cargo tanks gas-free and suitable for immediate loading
- With SIRE 2.0 inspection completed within last 6 months (score minimum 90%)

#### BUNKERS ON DELIVERY:

Owners shall deliver the vessel with approximately:

- VLSFO (0.5% Sulphur): 800 metric tons at USD 585 per metric ton
- LSMGO (0.1% Sulphur): 200 metric tons at USD 695 per metric ton
- Lube Oil: 25 metric tons at USD 1,950 per metric ton

Charterers to pay for all bunkers on board at delivery at prices stated above, quantities to be determined by sounding and confirmed by bunker delivery notes.

### **BUNKERS ON REDELIVERY:**

Charterers shall redeliver the vessel with approximately:

- VLSFO: 800 metric tons
- LSMGO: 200 metric tons
- Lube Oil: 25 metric tons

Owners to pay for all bunkers on board at redelivery at the arithmetic average of the mean prices quoted by Ship & Bunker for the port of redelivery over the three business days prior to redelivery.

### **EMPLOYMENT AND TRADING:**

The vessel shall be employed in lawful trades for the carriage of:

- Clean petroleum products (gasoline, diesel, jet fuel, naphtha)
- IMO II and IMO III chemicals as per vessel's Certificate of Fitness
- Vegetable oils and edible oils

Trading limits: Worldwide, excluding:

- Ice-bound ports or areas requiring ice-class notation
- War zones as defined by Joint War Committee
- Ports where vessel LOA exceeds maximum allowed
- Areas where vessel's P&I Club imposes additional premiums without Owners' prior consent

### **EXCLUDED CARGOES:**

The following cargoes are strictly excluded:

- Bitumen and heavy fuel oils
- IMO I chemicals
- Acids with pH below 4.0
- Any cargo requiring tank heating above 50°C
- Any cargo causing permanent staining or odor

## **TANK CLEANING:**

Charterers shall be responsible for all tank cleaning costs during the charter period.

Owners warrant that tanks are delivered clean and suitable for loading clean products.

On redelivery, Charterers shall return vessel with all cargo tanks water-washed and gas-free, suitable for drydocking.

## **OFF-HIRE:**

The vessel shall be off-hire during:

- a) Any period when by reason of deficiency of personnel, breakdown of machinery, damage to hull or equipment, or any other cause preventing the efficient working of the vessel, the vessel is unable to perform the service required for more than 24 consecutive hours
- b) Drydocking, underwater inspection, or repairs for Owners' account
- c) Any deviation for Owners' purposes
- d) Any period of delay resulting from inefficiency or defect of vessel
- e) Time lost due to crew illness or repatriation (beyond normal replacement time)
- f) Any detention or delay by authorities due to vessel's condition or documentation

Speed/Performance: If vessel fails to achieve warranted speed/consumption, off-hire shall be calculated on a time-lost basis.

## **DRYDOCKING AND UNDERWATER INSPECTION:**

Owners warrant that:

- Last special survey completed: November 2021
- Next special survey due: November 2026
- Last UWILD (Underwater Inspection in Lieu of Drydocking): May 2023
- Next UWILD or drydocking due: May 2028

During the charter period, if drydocking or UWILD is required for class maintenance or statutory requirements, all time and expenses shall be for Owners' account and the vessel shall be off-hire.

Charterers shall have the option to approve drydocking dates and location (subject to suitable facilities availability) with minimum 60 days advance notice from Owners.

## **VETTING AND INSPECTIONS:**

Owners warrant vessel has valid SIRE 2.0 report (score 90% or better) at delivery.

Charterers shall have the right to conduct pre-fixture inspection at their cost.

During the charter period, all SIRE/CDI/TMSA inspections arranged by Charterers shall be for Charterers' account (unless deficiencies are found attributable to Owners).

## **INSURANCE:**

Owners shall maintain:

- Hull & Machinery insurance for vessel's fair market value (minimum USD 35 million)
- P&I Club coverage in International Group club (minimum USD 1 billion per occurrence)
- War Risk insurance covering vessel and crew
- Pollution liability coverage

Charterers shall maintain:

- Loss of Hire insurance
- Freight, Demurrage and Defense insurance
- Cargo insurance for all shipments

## **BUNKER QUALITY:**

Owners warrant that all bunkers supplied comply with ISO 8217:2017 standards and MARPOL Annex VI requirements. Bunker samples shall be retained for 12 months.

## **PERFORMANCE WARRANTY:**

Speed/Consumption: About 14.0 knots on about 28 MT VLSFO per day in good weather conditions up to and including maximum Beaufort Force 4 and Douglas Sea State 3, no adverse currents, on even keel, vessel clean hull, main engine MCR.

If vessel fails to meet performance warranty, hire shall be reduced pro-rata for time lost or bunkers over-consumed (Charterers' option).

## **BALLAST WATER MANAGEMENT:**

Vessel fitted with approved Ballast Water Management System (BWMS) compliant with IMO BWM Convention and USCG requirements.

## **LAW AND ARBITRATION:**

This Charter Party shall be governed by English Law.

Arbitration: London, three arbitrators, LMAA terms, Arbitration Act 1996.

Small claims (under USD 100,000): Single arbitrator on documents only.

### **GENERAL AVERAGE:**

General Average shall be adjusted in London according to York-Antwerp Rules 2016.

### **COMMISSION:**

Owners to pay 1.25% address commission to Charterers on gross hire earned.

Owners to pay 2.50% brokerage commission (1.25% to Eastern Maritime Brokers Ltd and 1.25% to Western Tanker Services LLC).

### **ADDITIONAL CLAUSES:**

- BIMCO Piracy Clause for Time Charter Parties 2009
- BIMCO War Risks Clause for Time Charter Parties 2013
- BIMCO Pandemic Clause for Time Charter Parties 2020
- BIMCO Cyber Security Clause 2019
- BIMCO Sanctions Clause for Time Charter Parties 2020
- INTERTANKO Vapor Emission Control System (VECS) Clause 2020
- BIMCO EEXI/CII Clause for Time Charter Parties 2022

### **SPECIAL CONDITIONS:**

1. Owners warrant vessel is IMO 2020 compliant and fitted with Exhaust Gas Cleaning System (EGCS/Scrubber) - Open loop with hybrid capability.
2. Vessel's CII rating as of January 2024: "B"
3. Charterers shall have option to install Flettner rotors or wind-assist devices at their expense, subject to Owners' approval and class requirements. Upon redelivery, Charterers may either remove the devices or Owners may purchase them at depreciated book value.
4. USCG/OCIMF/CDI compliance: Owners warrant vessel maintains all necessary approvals for trading to US waters and major oil company terminals.
5. Duration of Charter: Minimum 36 months, maximum 38 months (including any time off-hire).
6. Early Redelivery: If Charterers redeliver vessel more than 30 days before the end of the charter period, Charterers shall pay compensation equal to 50% of daily hire rate

for each day of early redelivery.

7. Late Redelivery: Charterers may keep vessel up to 30 days beyond charter expiry at 150% of daily hire rate (if no forward commitment), or at market rate (if forward commitment exists).

Signed for and on behalf of:

OWNERS: Pacific Ocean Tankers Inc.

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

Name: Robert Chen

Title: Fleet Director

Date: March 22, 2024

CHARTERERS: Meridian Energy Transport SA

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

Name: Maria Santos

Title: Head of Chartering

Date: March 22, 2024