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1. Place and date of Contract Port Harcourt, Nigeria		BIMCO TIME CHARTER PARTY FOR OFFSHORE SERVICE VESSELS CODE NAME: SUPPLYTIME 2005		 PART I
2. Owners/place of business (full style, address, e-mail and fax no.) Elshcon Nigeria Limited, Deborah Lawson House, F6 Abacha Road, GRA Phase III, Port Harcourt, Nigeria , info@elshcon.com copying israel.ijibike@elshcon.com		3. Charterers/place of business (full style, address, e-mail and fax no.) TPE OIL AND GAS AND MARINE SERVICES LIMITED, 40A RD ROAD, BEHIND SHELL RESIDENTIAL AREA, PORT HARCOURT		
4. Vessel's name and IMO number (ANNEX A) ENL SUPERIOR - IMO 9596442		5. Date of delivery (Cl. 2(a) and (c))	6. Cancelling date (Cl. 2(a) and (c)) N/A	
7. Port or place of delivery (Cl. 2(a)) Nestoil Jetty, Abuloma, Port Harcourt		8. Port or place of redelivery/notice of redelivery (Cl. 2(d)) (i) Port or place of redelivery FOT Anchorage, Onne Port Harcourt (An Off Hire Survey shall be done at the point of redelivery) (ii) Number of days' notice of redelivery 24 hours		
9. Period of hire (Cl. 1(a)) 10 days firm with an option of extension		10. Extension of period of hire (optional) (Cl. 1(b)) (i) Period of extension To be mutually agreed upon by both parties (ii) Advance notice of declaration of option (days) 24 Hours		
11. Automatic extension period to complete voyage or well (Cl. 1(c)) (i) Voyage or well (state which) Voyage (ii) Maximum extension period (state number of days) To be mutually agreed by both parties		12. Mobilisation charge (Cl. 2(b)(i)) (i) Lump sum \$3000 (ii) When due		
13. Early termination of charter (Cl. 31(a)) (i) State yes, if applicable Yes (ii) If yes, state amount of hire payable Charterers shall pay the daily number of days the vessel has been used until her redelivery at Onne, Rivers State		14. Number of days' notice of early termination (Cl. 31(a)) 72 hours	15. Demobilisation charge (lump sum) (Cl. 2(e) and Cl. 31(a)) \$3000	
16. Area of operation (Cl. 6(a)) Within Nigerian and West African Waters on behalf of TPE Oil and Gas and Marine Services Limited		17. Employment of vessel restricted to (state nature of service(s)) (Cl. 6(a)) Towing an Anchor Handling Tug Vessel (AHTV) from Nestoil Jetty Abuloma, Port Harcourt to Abidgan.		
18. Specialist operations (Cl. 6(a)) (i) State if vessel may be used for ROV operations N/A (ii) State if vessel may be employed as a diving platform N/A		19. Bunkers (Cl. 10) (i) Quantity of bunkers on delivery and redelivery as per on-hire and off-hire certificates (ii) Price of bunkers on delivery To be mutually agreed upon by parties (iii) Price for bunkers on redelivery To be mutually agreed upon by parties (iv) Fuel specifications and grades for fuel supplied by Charterers AGO Nigerian National Petroleum Corporation (NNPC) Specification		
20. Charter hire (state rate and currency) (Cl. 12(a), (d) and (e)) \$5500 Net per day		21. Extension hire (if agreed, state rate) (Cl. 12(b)) To be mutually agreed upon by parties		
22. Invoicing for hire and other payments (Cl. 12(d)) (i) State whether to be issued in advance or arrears Advance payment (ii) State by whom to be issued if other than the party stated in Box 2 (iii) State to whom to be issued if addressee other than stated in Box 3		23. Payments (state mode and place of payment; also state beneficiary and bank account) (Cl. 12(e)) 100% USD ACCOUNT NAME: ELSHCON NIGERIA LIMITED, ACCOUNT NUMBER: 2019310574 (\$) SORT CODE 011212900		
24. Payment of hire, bunker invoices and disbursements for Charterers' account(state maximum number of days) (Cl. 12(e)) All payments are to be made in advance		25. Interest rate payable (Cl. 12(e)) 1.5% for each day of default	26. Maximum audit period (Cl. 12(g)) N/A	
27. Meals (state rate agreed) (Cl. 6(c)(i)) N/A	28. Accommodation (state rate agreed) (Cl. 6(c)(ii)) N/A	29. Sublet (state amount of daily increment of charter hire) (Cl. 20) N/A		

30. War Cancellation (indicate countries agreed) (Cl. 23)	Nigerian Waters and West African Waters
31. General Average (Place of settlement - only to be filled in if other than London) (Cl. 26)	Port Harcourt, Nigeria
32. Taxes (Payable by Owners) (Cl. 30)	N/A
33. Breakdown (State period) (Cl. 31(b)(v))	48 Hours
34. Dispute resolution (state (a), (b) or (c) of Cl. 34, as agreed; if (c) agreed also state Place of Arbitration) (Cl. 34)	Clause 34(c) Laws of Nigeria, Arbitration and Conciliation Act of Nigeria, CAP A18 , Place of Arbitration Port Harcourt
35. Numbers of additional clauses covering special provisions, if agreed	Clause 39, Clause 40 and any Rider Clauses or Addendum parties may decide to execute

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of PART I, including additional clauses, if any agreed and stated in Box 35, and PART II as well as ANNEX "A" and ANNEX "B" as annexed to this Charter. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II and ANNEX "A" and ANNEX "B" to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
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PART II

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Definitions	1	the expiration or earlier termination of this Charter Party	67
“ Owners ” shall mean the party stated in Box 2	2	free of cargo and with clean tanks at the port or place	68
“ Charterers ” shall mean the party stated in Box 3	3	as stated in Box 8(i) or such other port or place as may	69
“ Vessel ” shall mean the vessel named in Box 4 and with particulars stated in ANNEX “A”	4	be mutually agreed. The Charterers shall give not less	70
“ Well ” shall mean the time required to drill, test, complete and/or abandon a single borehole including any side-track thereof.	5	than the number of days notice in writing of their intention to redeliver the Vessel, as stated in Box 8(ii).	71
“ Offshore Unit ” shall mean any vessel, offshore installation, structure and/or mobile unit used in offshore exploration, construction, pipe-laying or repair, exploitation or production.	6	(e) Demobilisation. - The Charterers shall pay a lump	72
“ Employees ” shall mean employees, directors, officers, servants, agents or invitees.	7	sum demobilisation charge without discount in the amount	73
	8	as stated in Box 15 which amount shall be paid on the expiration or on earlier termination of this Charter Party.	74
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	12	3. Condition of Vessel	77
	13	(a) The Owners undertake that at the date of delivery under this Charter Party the Vessel shall be of the description and Class as specified in ANNEX “A”, attached hereto, and in a thoroughly efficient state of hull and machinery.	78
	14	(b) The Owners shall exercise due diligence to maintain the Vessel in such Class and in every way fit for the service stated in Clause 6 throughout the period of this Charter Party.	79
1. Charter Period	15		80
(a) The Owners let and the Charterers hire the Vessel for the period as stated in Box 9 from the time the Vessel is delivered to the Charterers.	16		81
(b) Subject to Clause 12(b), the Charterers have the option to extend the Charter Period in direct continuation for the period stated in Box 10(i), but such an option must be declared in accordance with Box 10(ii).	17		82
(c) The Charter Period shall automatically be extended for the time required to complete the voyage or well (whichever is stated in Box 11(i)) in progress, such time not to exceed the period stated in Box 11(ii).	18		83
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	22	4. Structural Alterations and Additional Equipment	87
	23	The Charterers shall, at their expense, have the option of making structural alterations to the Vessel or installing additional equipment with the written consent of the Owners, which shall not be unreasonably withheld. Unless otherwise agreed, the Vessel is to be redelivered reinstated, at the Charterers’ expense, to her original condition. The Vessel is to remain on hire during any period of these alterations or reinstatement. The Charterers shall at all times be responsible for repair and maintenance of any such alteration or additional equipment. However, the Owners may, upon giving notice, undertake any such repair and maintenance at the Charterers’ expense, when necessary for the safe and efficient performance of the Vessel.	88
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	27		92
2. Delivery and Redelivery	28		93
(a) Delivery. - Subject to Clause 2(b) the Vessel shall be delivered by the Owners free of cargo and with clean tanks at any time between the date stated in Box 5 and the date stated in Box 6 at the port or place stated in Box 7 where the Vessel can safely lie always afloat.	29		94
(b) Mobilisation. -	30		95
(i) The Charterers shall pay a lump sum mobilisation charge as stated in Box 12 without discount.	31		96
(ii) Should the Owners agree to the Vessel loading and transporting cargo and/or undertaking any other service for the Charterers en route to the port of delivery or from the port of redelivery, then all terms and conditions of this Charter Party shall apply to such loading and transporting and/or other service exactly as if performed during the Charter Period excepting only that any lump sum freight agreed in respect thereof shall be payable and earned on shipment or commencement of the service as the case may be, the Vessel and/or goods lost or not lost.	32		97
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	37	5. Survey	102
	38	The Owners and the Charterers shall jointly appoint an independent surveyor for the purpose of determining and agreeing in writing, the condition of the Vessel, any anchor handling and towing equipment specified in ANNEX “A”, and the quality and quantity of fuel, lubricants and water at the time of delivery and redelivery hereunder. The Owners and the Charterers shall jointly share the time and expense of such surveys.	103
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	47	6. Employment and Area of Operation	111
	48	(a) The Vessel shall be employed in offshore activities which are lawful in accordance with the law of the place of the Vessel’s flag and/or registration and of the place of operation. Such activities shall be restricted to the service(s) as stated in Box 17, and to voyages between any good and safe port or place and any place or offshore unit where the Vessel can safely lie always afloat within the Area of Operation as stated in Box 16 which shall always be within International Navigation Limits and which shall in no circumstances be exceeded without prior agreement and adjustment of the Hire and in accordance with such other terms as appropriate to be agreed; provided always that the Charterers do not warrant the safety of any such port or place or offshore unit but shall exercise due diligence in issuing their orders to the Vessel as if the Vessel were their own property and having regard to her capabilities and the nature of her employment.	112
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	66	Unless otherwise stated in Box 18(i), the Charterers	130
(d) Redelivery. - The Vessel shall be redelivered on			

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shall not have the right to use the Vessel for ROV operations. Unless otherwise stated in Box 18(ii), the Vessel shall not be employed as a diving platform.

(b) Relevant permission and licences from responsible authorities for the Vessel to enter, work in and leave the Area of Operation shall be obtained by the Charterers and the Owners shall assist, if necessary, in every way possible to secure such permission and licences.

(c) The Vessel's Space. - The whole reach and burden and decks of the Vessel shall throughout the Charter Period be at the Charterers' disposal reserving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores. The Charterers shall be entitled to carry, so far as space is available and for their purposes in connection with their operations:

(i) Persons other than crew members, other than fare paying, and for such purposes to make use of the Vessel's available accommodation not being used on the voyage by the Vessel's Crew. The Owners shall provide suitable provisions and requisites for such persons for which the Charterers shall pay at the rate as stated in Box 27 per meal and at the rate as stated in Box 28 per day for the provision of bedding and services for persons using berth accommodation.

(ii) Lawful cargo whether carried on or under deck.

(iii) Explosives and dangerous cargo whether in bulk or packaged, provided proper notification has been given and such cargo is marked and packed in accordance with the national regulations of the Vessel and/or the International Maritime Dangerous Goods Code and/or other pertinent regulations. Failing such proper notification, marking or packing the Charterers shall indemnify the Owners in respect of any loss, damage or liability whatsoever and howsoever arising therefrom. The Charterers accept responsibility for any additional expenses (including reinstatement expenses) incurred by the Owners in relation to the carriage of explosives and dangerous cargo.

(iv) Hazardous or noxious substances, subject to Clause 14(f), proper notification and any pertinent regulations.

(d) Laying-up of Vessel. - The Charterers shall have the option of laying up the Vessel at an agreed safe port or place for all or any portion of the Charter Period in which case the Hire hereunder shall continue to be paid but, if the period of such lay-up exceeds 30 consecutive days, there shall be credited against such Hire the amount which the Owners shall reasonably have saved by way of reduction in expenses and overheads as a result of the lay-up of the Vessel.

7. Master and Crew

(a) (i) The Master shall carry out his duties promptly and the Vessel shall render all reasonable services within her capabilities by day and by night and at such times and on such schedules as the Charterers may reasonably require without any obligations of the Charterers to pay to the Owners or the Master, Officers or the Crew of the Vessel any excess or overtime payments. The Charterers shall furnish the Master with all instructions and sailing directions and the Master and Engineer shall keep full and correct logs accessible to the Charterers or their agents.

(ii)(1) No Bills of Lading shall be issued for shipments under this Charter Party.

(2) The Master shall sign cargo documents as directed by the Charterers in the form of receipts that are non-negotiable documents and which are clearly marked as such.

(3) The Charterers shall indemnify the Owners against all liabilities that may arise from the signing of such cargo documents in accordance with the directions of the Charterers to the extent that the terms of such cargo documents impose more onerous liabilities than those assumed by the Owners under the terms of this Charter Party.

(b) The Vessel's Crew if required by Charterers will connect and disconnect electric cables, fuel, water and pneumatic hoses when placed on board the Vessel in port as well as alongside the offshore units; will operate the machinery on board the Vessel for loading and unloading cargoes; and will hook and unhook cargo on board the Vessel when loading or discharging alongside offshore units. If the port regulations or the seamen and/or labour unions do not permit the Crew of the Vessel to carry out any of this work, then the Charterers shall make, at their own expense, whatever other arrangements may be necessary, always under the direction of the Master.

(c) If the Charterers have reason to be dissatisfied with the conduct of the Master or any Officer or member of the Crew, the Owners on receiving particulars of the complaint shall promptly investigate the matter and if the complaint proves to be well founded, the Owners shall as soon as reasonably possible make appropriate changes in the appointment.

(d) The entire operation, navigation, and management of the Vessel shall be in the exclusive control and command of the Owners, their Master, Officers and Crew. The Vessel will be operated and the services hereunder will be rendered as requested by the Charterers, subject always to the exclusive right of the Owners or the Master of the Vessel to determine whether operation of the Vessel may be safely undertaken. In the performance of the Charter Party, the Owners are deemed to be an independent contractor, the Charterers being concerned only with the results of the services performed.

8. Owners to Provide

(a) The Owners shall provide and pay for all provisions, wages and all other expenses of the Master, Officers and Crew; all maintenance and repair of the Vessel's hull, machinery and equipment as specified in ANNEX "A"; also, except as otherwise provided in this Charter Party, for all insurance on the Vessel, all dues and charges directly related to the Vessel's flag and/or registration, all deck, cabin and engineroom stores, cordage required for ordinary ship's purposes mooring alongside in harbour, and all fumigation expenses and de-ratisation certificates. The Owners' obligations under this Clause extend to cover all liabilities for consular charges appertaining to the Master, Officers and Crew, customs or import duties arising at any time during the performance of this Charter Party in relation to the personal effects of the Master, Officers and Crew, and in relation to the stores, provisions and other matters as aforesaid which the Owners are to provide and/or pay for and the Owners shall refund to the Charterers any sums they or their agents may have paid or been compelled to pay in respect of such liability.

(b) On delivery the Vessel shall be equipped, if

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appropriate, at the Owners' expense with any towing and anchor handling equipment specified in ANNEX "A".	265 266	which fuels of the required type or better are available.	331
9. Charterers to Provide	267	(b) Purchase Price. – The Charterers shall purchase the fuels on board at delivery at the price prevailing at the time and port of delivery unless otherwise stated in Box 19 (ii) and the Owners shall purchase the fuels on board at redelivery at the price prevailing at the time and port of redelivery unless otherwise stated in Box 19 (iii). The Charterers shall purchase the lubricants on board at delivery at the list price and the Owners shall purchase the lubricants on board at redelivery at the list price.	332 333 334 335 336 337 338 339 340 341
(a) While the Vessel is on hire the Charterers shall provide and pay for all fuel, lubricants, water, dispersants, firefighting foam and transport thereof, port charges, pilotage and boatmen and canal steersmen (whether compulsory or not), launch hire (unless incurred in connection with the Owners' business), light dues, tug assistance, canal, dock, harbour, tonnage and other dues and charges, agencies and commissions incurred on the Charterers' business, costs for security or other watchmen, and of quarantine (if occasioned by the nature of the cargo carried or the ports visited whilst employed under this Charter Party but not otherwise).	268 269 270 271 272 273 274 275 276 277 278 279 280	(c) Bunkering. – The Charterers shall supply fuel of the specifications and grades stated in Box 19 (iv). The fuels shall be of a stable and homogeneous nature and unless otherwise agreed in writing, shall comply with ISO standard 8217:1996 or any subsequent amendments thereof as well as with the relevant provisions of MARPOL. The Chief Engineer shall co-operate with the Charterers' bunkering agents and fuel suppliers and comply with their requirements during bunkering, including but not limited to checking, verifying and acknowledging sampling, reading or soundings, meters etc. before, during and/or after delivery of fuels. During delivery four representative samples of all fuels shall be taken at a point as close as possible to the Vessel's bunker manifold. The samples shall be labelled and sealed and signed by suppliers, Chief Engineer and the Charterers or their agents. Two samples shall be retained by the suppliers and one each by the Vessel and the Charterers. If any claim should arise in respect of the quality or specification or grades of the fuels supplied, the samples of the fuels retained as aforesaid shall be analysed by a qualified and independent laboratory.	342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363
(b) At all times the Charterers shall provide and pay for the loading and unloading of cargoes so far as not done by the Vessel's crew, cleaning of cargo tanks, all necessary dunnage, uprights and shoring equipment for securing deck cargo, all cordage except as to be provided by the Owners, all ropes, slings and special runners (including bulk cargo discharge hoses) actually used for loading and discharging, inert gas required for the protection of cargo, and electrodes used for offshore works, and shall reimburse the Owners for the actual cost of replacement of special mooring lines to offshore units, wires, nylon spring lines etc. used for offshore works, all hose connections and adaptors, and further, shall refill oxygen/acetylene bottles used for offshore works.	281 282 283 284 285 286 287 288 289 290 291 292 293 294 295	(d) Liability. – The Charterers shall be liable for any loss or damage to the Owners caused by the supply of unsuitable fuels or fuels which do not comply with the specifications and grades set out in Box 19 (iv) and the Owners shall not be held liable for any reduction in the Vessel's speed performance and/or increased bunker consumption nor for any time lost and any other consequences arising as a result of such supply.	364 365 366 367 368 369 370 371
(c) Upon entering into this Charter Party or in any event no later than the time of delivery of the Vessel the Charterers shall provide the Owners with copies of any operational plans or documents which are necessary for the safe and efficient operation of the Vessel. All documents received by the Owners shall be returned to the Charterers on redelivery.	296 297 298 299 300 301 302	11. BIMCO ISPS/MTSA Clause for Time Charter Parties	372
(d) The Charterers shall pay for customs duties, all permits, import duties (including costs involved in establishing temporary or permanent importation bonds), and clearance expenses, both for the Vessel and/or equipment, required for or arising out of this Charter Party.	303 304 305 306 307 308	(a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).	373 374 375 376 377 378 379 380 381 382 383
(e) The Charterers shall pay for any replacement of any anchor handling/towing/lifting wires and accessories which have been placed on board by the Owners or the Charterers, should such equipment be lost, damaged or become unserviceable, other than as a result of the Owners' negligence.	309 310 311 312 313 314	(ii) Upon request the Owners shall provide a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO).	384 385 386 387 388 389
(f) The Charterers shall pay for any fines, taxes or imposts levied in the event that contraband and/or unmanifested drugs and/or cargoes are found to have been shipped as part of the cargo and/or in containers on board. The Vessel shall remain on hire during any time lost as a result thereof. However, if it is established that the Master, Officers and/or Crew are involved in smuggling then any financial security required shall be provided by the Owners.	315 316 317 318 319 320 321 322 323	(iii) Except as otherwise provided in this Charter Party, loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account.	390 391 392 393 394 395 396
10. Bunkers	324	(b) (i) The Charterers shall provide the Owners and	397
(a) Quantity at Delivery/Redelivery. – The Vessel shall be delivered with at least the quantity of fuel as stated in Box 19 (i) and the Vessel shall be redelivered with about the same quantity as on delivery, provided always that the quantity of fuels at redelivery is at least sufficient to allow the Vessel to safely reach the nearest port at	325 326 327 328 329 330		

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the Master with their full style contact details and,	398	and disbursements for the Charterers' account shall be	465
upon request, any other information the Owners	399	received within the number of days stated in Box 24	466
require to comply with the ISPS Code/MTSA.	400	from the date of receipt of the invoice. Payment shall	467
Furthermore, the Charterers shall ensure that all	401	be made in the currency stated in Box 20 in full without	468
sub-charter parties they enter into during the	402	discount to the account stated in Box 23.	469
period of this Charter Party contain the following	403	However, any advances for disbursements made on	470
provision:	404	behalf of and approved by the Owners may be deducted	471
"The Charterers shall provide the Owners with	405	from Hire due.	472
their full style contact details and, where sub-	406	If payment is not received by the Owners within 5	473
letting is permitted under the terms of the charter	407	banking days following the due date the Owners are	474
party, shall ensure that the contact details of all	408	entitled to charge interest at the rate stated in Box 25	475
sub-charterers are likewise provided to the	409	on the amount outstanding from and including the due	476
Owners".	410	date until payment is received.	477
(ii) Except as otherwise provided in this Charter Party,	411	Where an invoice is disputed, the Charterers shall notify	478
loss, damages, expense or delay (excluding	412	the Owners before the due date and in any event pay	479
consequential loss, damages, expense or delay)	413	the undisputed portion of the invoice but shall be entitled	480
caused by failure on the part of the Charterers to	414	to withhold payment of the disputed portion provided	481
comply with this Clause shall be for the Charterers'	415	that such portion is reasonably disputed and the	482
account.	416	Charterers specify such reason. Interest will be	483
(c) Notwithstanding anything else contained in this	417	chargeable at the rate stated in Box 25 on such disputed	484
Charter Party all delay, costs or expenses whatsoever	418	amounts where resolved in favour of the Owners.	485
arising out of or related to security regulations or	419	Should the Owners prove the validity of the disputed	486
measures required by the port facility or any relevant	420	portion of the invoice, balance payment shall be received	487
authority in accordance with the ISPS Code/MTSA	421	by the Owners within 5 banking days after the dispute	488
including, but not limited to, security guards, launch	422	is resolved. Should the Charterers' claim be valid, a	489
services, tug escorts, port security fees or taxes and	423	corrected invoice shall be issued by the Owners.	490
inspections, shall be for the Charterers' account, unless	424	(f) (i) Where there is a failure to pay Hire by the due	491
such costs or expenses result solely from the Owners'	425	date, the Owners shall notify the Charterers in	492
negligence. All measures required by the Owners to	426	writing of such failure and further may also suspend	493
comply with the Ship Security Plan shall be for the	427	the performance of any or all of their obligations	494
Owners' account.	428	under this Charter Party until such time as all the	495
(d) If either party makes any payment which is for the	429	Hire due to the Owners under the Charter Party	496
other party's account according to this Clause, the other	430	has been received by the Owners. Throughout any	497
party shall indemnify the paying party.	431	period of suspended performance under this	498
12. Hire and Payments	432	Clause, the Vessel is to be and shall remain on	499
(a) <u>Hire</u> . - The Charterers shall pay Hire for the Vessel	433	Hire. The Owners' right to suspend performance	500
at the rate stated in Box 20 per day or pro rata for part	434	under this Clause shall be without prejudice to any	501
thereof from the time that the Vessel is delivered to the	435	other rights they may have under this Charter Party.	502
Charterers until the expiration or earlier termination of	436	(ii) If after 5 days of the written notification referred	503
this Charter Party.	437	to in Clause 12(f)(i) the Hire has still not been	504
(b) <u>Extension Hire</u> . - If the option to extend the Charter	438	received the Owners may at any time while Hire	505
Period under Clause 1(b) is exercised, Hire for such	439	remains outstanding withdraw the Vessel from the	506
extension shall, unless stated in Box 21, be agreed	440	Charter Party. The right to withdraw is to be	507
between the Owners and the Charterers. Should the	441	exercised promptly and in writing and is not	508
parties fail to reach an agreement, then the Charterers'	442	dependent upon the Owners first exercising the	509
shall not have the option to extend the Charter Period.	443	right to suspend performance of their obligations	510
(c) <u>Adjustment of Hire</u> . - The rate of hire shall be	444	under the Charter Party pursuant to Clause 12(f)(i)	511
adjusted to reflect documented changes, after the date	445	above. The receipt by the Owners of a payment	512
of entering into the Charter Party or the date of	446	from the Charterers after the five day period	513
commencement of employment, whichever is earlier,	447	referred to above has expired but prior to the	514
in the Owners' costs arising from changes in the	448	notice of withdrawal shall not be deemed a waiver	515
Charterers' requirements, or regulations governing the	449	of the Owners' right to cancel the Charter Party.	516
Vessel and/or its Crew or this Charter Party or the	450	(iii) Where the Owners choose not to exercise any of	517
application thereof.	451	the rights afforded to them by this Clause in	518
(d) <u>Invoicing</u> . - All invoices shall be issued in the	452	respect of any particular late payment of Hire, or	519
contract currency stated in Box 20. In respect of	453	a series of late payments of Hire, under the	520
reimbursable expenses incurred in currencies other than	454	Charter Party, this shall not be construed as a	521
the contract currency, the rate of exchange into the	455	waiver of their right either to suspend performance	522
contract currency shall be that quoted by the Central	456	under Clause 12(f)(i) or to withdraw the Vessel	523
Bank of the country of such other currency as at the	457	from the Charter Party under Clause 12(f)(ii) in	524
date of the Owners' invoice. Invoices covering Hire and	458	respect of any subsequent late payment under	525
any other payments due shall be issued monthly as	459	this Charter Party.	526
stated in Box 22(i) or at the expiration or earlier	460	(iv) The Charterers shall indemnify the Owners in	527
termination of this Charter Party. Notwithstanding the	461	respect of any liabilities incurred by the Owners	528
foregoing, bunkers and lubricants on board at delivery	462	under the Bill of Lading or any other contract of	529
shall be invoiced at the time of delivery.	463	carriage as a consequence of the Owners' proper	530
(e) <u>Payments</u> . - Payments of Hire, bunker invoices	464	suspension of and/or withdrawal from any or all	531
		of their obligations under this Charter Party.	532

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<p>(g) <u>Audit</u>. - The Charterers shall have the right to appoint an independent chartered accountant to audit the Owners' books directly related to work performed under this Charter Party at any time after the conclusion of the Charter Party, up to the expiry of the period stated in Box 26, to determine the validity of the Owners' charges hereunder. The Owners undertake to make their records available for such purposes at their principal place of business during normal working hours. Any discrepancies discovered in payments made shall be promptly resolved by invoice or credit as appropriate.</p>	533 534 535 536 537 538 539 540 541 542 543	<p>In the event of less time being taken by the Owners for repairs and drydocking or, alternatively, the Charterers not making the Vessel available for all or part of this time, the Charterers shall, upon expiration or earlier termination of the Charter Party, pay the equivalent of the daily rate of Hire then prevailing in addition to Hire otherwise due under this Charter Party in respect of all such time not so taken or made available. Upon commencement of the Charter Period, the Owners agree to furnish the Charterers with the Owners' proposed drydocking schedule and the Charterers agree to make every reasonable effort to assist the Owners in adhering to such predetermined drydocking schedule for the Vessel.</p>	600 601 602 603 604 605 606 607 608 609 610 611 612 613
<p>13. Suspension of Hire</p>	544		
<p>(a) If as a result of any deficiency of Crew or of the Owners' stores, strike of Master, Officers and Crew, breakdown of machinery, damage to hull or other accidents to the Vessel, the Vessel is prevented from working, no Hire shall be payable in respect of any time lost and any Hire paid in advance shall be adjusted accordingly provided always however that Hire shall not cease in the event of the Vessel being prevented from working as aforesaid as a result of:</p>	545 546 547 548 549 550 551 552 553		
<p>(i) the carriage of cargo as noted in Clause 6(c)(iii) and (iv);</p>	554 555		
<p>(ii) quarantine or risk of quarantine unless caused by the Master, Officers or Crew having communication with the shore at any infected area not in connection with the employment of the Vessel without the consent or the instructions of the Charterers;</p>	556 557 558 559 560 561		
<p>(iii) deviation from her Charter Party duties or exposure to abnormal risks at the request of the Charterers;</p>	562 563 564		
<p>(iv) detention in consequence of being driven into port or to anchorage through stress of weather or trading to shallow harbours or to river or ports with bars or suffering an accident to her cargo, when the expenses resulting from such detention shall be for the Charterers' account howsoever incurred;</p>	565 566 567 568 569 570 571		
<p>(v) detention or damage by ice;</p>	572		
<p>(vi) any act or omission of the Charterers, their servants or agents.</p>	573 574		
<p>(b) <u>Liability for Vessel not Working</u>. - The Owners' liability for any loss, damage or delay sustained by the Charterers as a result of the Vessel being prevented from working by any cause whatsoever shall be limited to suspension of hire, except as provided in Clause 11(a)(iii).</p>	575 576 577 578 579 580		
<p>(c) <u>Maintenance and Drydocking</u>. - Notwithstanding Clause 13(a), the Charterers shall grant the Owners a maximum of 24 hours on hire, which shall be cumulative, per month or pro rata for part of a month from the commencement of the Charter Period for maintenance and repairs including drydocking (hereinafter referred to as "maintenance allowance"). The Vessel shall be drydocked at regular intervals. The Charterers shall place the Vessel at the Owners' disposal clean of cargo, at a port (to be nominated by the Owners at a later date) having facilities suitable to the Owners for the purpose of such drydocking. During reasonable voyage time taken in transits between such port and Area of Operation the Vessel shall be on hire and such time shall not be counted against the accumulated maintenance allowance. Hire shall be suspended during any time taken in maintenance repairs and drydocking in excess of the accumulated maintenance allowance.</p>	581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599	<p>14. Liabilities and Indemnities</p> <p>(a) <u>Definitions</u></p> <p>For the purpose of this Clause "Owners' Group" shall mean: the Owners, and their contractors and sub-contractors, and Employees of any of the foregoing. For the purpose of this Clause "Charterers' Group" shall mean: the Charterers, and their contractors, sub-contractors, co-venturers and customers (having a contractual relationship with the Charterers, always with respect to the job or project on which the Vessel is employed), and Employees of any of the foregoing.</p> <p>(b) <u>Knock for Knock</u></p> <p>(i) <u>Owners</u>. - Notwithstanding anything else contained in this Charter Party excepting Clauses 6(c)(iii), 9(b), 9(e), 9(f), 10(d), 11, 12(f)(iv), 14 (d), 15 (b), 18(c), 26 and 27, the Charterers shall not be responsible for loss of or damage to the property of any member of the Owners' Group, including the Vessel, or for personal injury or death of any member of the Owners' Group arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, injury or death is caused wholly or partially by the act, neglect, or default of the Charterers' Group, and even if such loss, damage, injury or death is caused wholly or partially by unseaworthiness of any vessel; and the Owners shall indemnify, protect, defend and hold harmless the Charterers from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, personal injury or death.</p> <p>(ii) <u>Charterers</u>. - Notwithstanding anything else contained in this Charter Party excepting Clause 11, 15(a), 16 and 26, the Owners shall not be responsible for loss of, damage to, or any liability arising out of anything towed by the Vessel, any cargo laden upon or carried by the Vessel or her tow, the property of any member of the Charterers' Group, whether owned or chartered, including their Offshore Units, or for personal injury or death of any member of the Charterers' Group or of anyone on board anything towed by the Vessel, arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, liability, injury or death is caused wholly or partially by the act, neglect or default of the Owners' Group, and even if such loss, damage, liability, injury or death is caused wholly or partially by the unseaworthiness of any vessel; and the Charterers shall indemnify, protect, defend and hold harmless the Owners from any and against all claims, costs, expenses, actions,</p>	614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666

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proceedings, suits, demands, and liabilities whatsoever arising out of or in connection with such loss, damage, liability, personal injury or death.	667 668 669 670	or indirectly, as a result of the Vessel's carriage of any hazardous or noxious substances in whatever form as ordered by the Charterers, and the Charterers shall defend, indemnify the Owners and hold the Owners harmless for any expense, loss or liability whatsoever or howsoever arising with respect to the carriage of hazardous or noxious substances.	735 736 737 738 739 740 741
(c) Consequential Damages.-	671		
Neither party shall be liable to the other for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Charter Party, and each party shall protect, defend and indemnify the other from and against all such claims from any member of its Group as defined in Clause 14(a).	672 673 674 675 676 677 678	15. Pollution	742
"Consequential damages" shall include, but not be limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance, whether or not foreseeable at the date of this Charter Party.	679 680 681 682	(a) Except as otherwise provided for in Clause 18(c)(iii), the Owners shall be liable for, and agree to indemnify, defend and hold harmless the Charterers against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or threatened pollution damage and the cost of cleanup or control thereof arising from acts or omissions of the Owners or their personnel which cause or allow discharge, spills or leaks from the Vessel, except as may emanate from cargo thereon or therein.	743 744 745 746 747 748 749 750 751 752
(d) Limitations.-	683	(b) The Charterers shall be liable for and agree to indemnify, defend and hold harmless the Owners from all claims, costs, expenses, actions, proceedings, suits, demands, liabilities, loss or damage whatsoever arising out of or resulting from any other actual or threatened pollution damage, even where caused wholly or partially by the act, neglect or default of the Owners, their Employees, contractors or sub-contractors or by the unseaworthiness of the Vessel.	753 754 755 756 757 758 759 760 761
Nothing contained in this Charter Party shall be construed or held to deprive the Owners or the Charterers, as against any person or party, including as against each other, of any right to claim limitation of liability provided by any applicable law, statute or convention, save that nothing in this Charter Party shall create any right to limit liability. Where the Owners or the Charterers may seek an indemnity under the provisions of this Charter Party or against each other in respect of a claim brought by a third party, the Owners or the Charterers shall seek to limit their liability against such third party.	684 685 686 687 688 689 690 691 692 693 694 695	(c) The Charterers shall, upon giving notice to the Owners or the Master, have the right (but shall not be obliged) to place on board the Vessel and/or have in attendance at the site of any pollution or threatened incident one or more Charterers' representative to observe the measures being taken by Owners and/or national or local authorities or their respective servants, agents or contractors to prevent or minimise pollution damage and to provide advice, equipment or manpower or undertake such other measures, at Charterers' risk and expense, as are permitted under applicable law and as Charterers believe are reasonably necessary to prevent or minimise such pollution damage or to remove the threat of pollution damage.	762 763 764 765 766 767 768 769 770 771 772 773 774 775
(e) Himalaya Clause.-	696		
(i) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Charterers shall also apply to and be for the benefit of the Charterers' parent, affiliated, related and subsidiary companies; the Charterers' contractors, sub-contractors, co-venturers and customers (having a contractual relationship with the Charterers, always with respect to the job or project on which the Vessel is employed) ; their respective Employees and their respective underwriters.	697 698 699 700 701 702 703 704 705 706 707 708 709	16. Wreck Removal	776
(ii) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Owners shall also apply to and be for the benefit of the Owners' parent, affiliated, related and subsidiary companies, the Owners' contractors, sub-contractors, the Vessel, its Master, Officers and Crew, its registered owner, its operator, its demise charterer(s), their respective Employees and their respective underwriters.	710 711 712 713 714 715 716 717 718 719 720	If the Vessel becomes a wreck and is an obstruction to navigation and has to be removed by order of any lawful authority having jurisdiction over the area where the Vessel is placed or as a result of compulsory law, the Owners shall be liable for any and all expenses in connection with the raising, removal, destruction, lighting or marking of the Vessel.	777 778 779 780 781 782 783
(iii) The Owners or the Charterers shall be deemed to be acting as agent or trustee of and for the benefit of all such persons and parties set forth above, but only for the limited purpose of contracting for the extension of such benefits to such persons and parties.	721 722 723 724 725 726	17. Insurance	784
(f) Hazardous or Noxious Substances.	727	(a) (i) The Owners shall procure and maintain in effect for the duration of this Charter Party, with reputable insurers, the insurances set forth in ANNEX "B".	785 786 787 788
Notwithstanding any other provision of this Charter Party to the contrary, the Charterers shall always be responsible for any losses, damages or liabilities suffered by the Owners' Group, by the Charterers, or by third parties, with respect to the Vessel or other property, personal injury or death, pollution or otherwise, which losses, damages or liabilities are caused, directly	728 729 730 731 732 733 734	Policy limits shall not be less than those indicated. Reasonable deductibles are acceptable and shall be for the account of the Owners.	789 790 791
		(ii) The Charterers shall upon request be named as co-insured. The Owners shall upon request cause insurers to waive subrogation rights against the Charterers (as encompassed in Clause 14(e)(i)). Co-insurance and/or waivers of subrogation shall be given only insofar as these relate to liabilities which are properly the responsibility of the Owners under the terms of this Charter Party.	792 793 794 795 796 797 798 799

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(b) The Owners shall upon request furnish the Charterers with copies of certificates of insurance which provide sufficient information to verify that the Owners have complied with the insurance requirements of this Charter Party.	800 801 802 803 804	pollution damage, and the Charterers shall indemnify the Owners against any liability, cost or expense arising by reason of such actual or potential spill, seepage and/or emission.	867 868 869 870
(c) If the Owners fail to comply with the aforesaid insurance requirements, the Charterers may, without prejudice to any other rights or remedies under this Charter Party, purchase similar coverage and deduct the cost thereof from any payment due to the Owners under this Charter Party.	805 806 807 808 809 810	(iv) The Vessel shall not be off-hire as a consequence of giving such assistance, or effecting repairs under Clause 18(c)(ii), and time taken for such repairs shall not count against time granted under Clause 13(c).	871 872 873 874 875
18. Saving of Life and Salvage	811	(v) The Charterers shall indemnify the Owners against any liability, cost and/or expense whatsoever in respect of any loss of life, injury, damage or other loss to person or property howsoever arising from such assistance.	876 877 878 879 880
(a) The Vessel shall be permitted to deviate for the purpose of saving life at sea without prior approval of or notice to the Charterers and without loss of Hire provided however that notice of such deviation is given as soon as possible.	812 813 814 815 816	19. Lien	881
(b) Subject to the Charterers' consent, which shall not be unreasonably withheld, the Vessel shall be at liberty to undertake attempts at salvage, it being understood that the Vessel shall be off-hire from the time she leaves port or commences to deviate and she shall remain off-hire until she is again in every way ready to resume the Charterers' service at a position which is not less favourable to the Charterers than the position at the time of leaving port or deviating for the salvage services. All salvage monies earned by the Vessel shall be divided equally between the Owners and the Charterers, after deducting the Master's, Officers' and Crew's share, legal expenses, value of fuel and lubricants consumed, Hire of the Vessel lost by the Owners during the salvage, repairs to damage sustained, if any, and any other extraordinary loss or expense sustained as a result of the salvage.	817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833	The Owners shall have a lien upon all cargoes and equipment for all claims against the Charterers under this Charter Party and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned. The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. Except as provided in Clause 14, the Charterers shall indemnify and hold the Owners harmless against any lien of whatsoever nature arising upon the Vessel during the Charter Period while she is under the control of the Charterers, and against any claims against the Owners arising out of the operation of the Vessel by the Charterers or out of any neglect of the Charterers in relation to the Vessel or the operation thereof.	882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897
The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.	834 835 836	Should the Vessel be arrested by reason of claims or liens arising out of her operation hereunder, unless brought about by the act or neglect of the Owners, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their own expense put up bail to secure release of the Vessel.	898 899 900 901 902 903 904
(c) The Owners shall waive their right to claim any award for salvage performed on property owned by or contracted to the Charterers, always provided such property was the object of the operation the Vessel was chartered for, and the Vessel shall remain on hire when rendering salvage services to such property. This waiver is without prejudice to any right the Vessel's Master, Officers and Crew may have under any title.	837 838 839 840 841 842 843 844	20. Sublet and Assignment	905
If the Owners render assistance to such property in distress on the basis of "no claim for salvage", then, notwithstanding any other provisions contained in this Charter Party and even in the event of neglect or default of the Owners, Master, Officers or Crew:	845 846 847 848 849	(a) <u>Charterers</u> . - The Charterers shall have the option of subletting, assigning or loaning the Vessel to any person or company not competing with the Owners, subject to the Owners' prior approval which shall not be unreasonably withheld, upon giving notice in writing to the Owners, but the original Charterers shall always remain responsible to the Owners for due performance of the Charter Party. The person or company taking such subletting, assigning or loan and their contractors and sub-contractors shall be deemed contractors of the Charterers for all the purposes of this Charter Party. The Owners make it a condition of such consent that additional Hire shall be paid as agreed between the Charterers and the Owners in Box 29, having regard to the nature and period of any intended service of the Vessel.	906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921
(i) The Charterers shall be responsible for and shall indemnify the Owners against payments made, under any legal rights, to the Master, Officers and Crew in relation to such assistance.	850 851 852 853	(b) <u>Owners</u> . - The Owners may not assign or transfer any part of this Charter Party without the written approval of the Charterers, which approval shall not be unreasonably withheld. Approval by the Charterers of such subletting or assignment shall not relieve the Owners of their responsibility for due performance of the part of the services which is sublet or assigned.	922 923 924 925 926 927 928
(ii) The Charterers shall be responsible for and shall reimburse the Owners for any loss or damage sustained by the Vessel or her equipment by reason of giving such assistance and shall also pay the Owners' additional expenses thereby incurred.	854 855 856 857 858 859	21. Substitute Vessel	929
(iii) The Charterers shall be responsible for any actual or potential spill, seepage and/or emission of any pollutant howsoever caused occurring within the offshore site and any pollution resulting therefrom wheresoever it may occur and including but not limited to the cost of such measures as are reasonably necessary to prevent or mitigate	860 861 862 863 864 865 866	The Owners shall be entitled at any time, whether before delivery or at any other time during the Charter Period,	930 931

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to provide a substitute vessel, subject to the Charterers' prior approval which shall not be unreasonably withheld.	932 933	time as the next payment of hire is due, or upon redelivery, whichever occurs first.	999 1000
22. BIMCO War Risks Clause "CONWARTIME 2004"	934	(f) The Vessel shall have liberty:-	1001
(a) For the purpose of this Clause, the words:	935	(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;	1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012
(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and	936 937 938 939	(ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;	1013 1014 1015 1016
(ii) "War Risks" shall include any actual, threatened or reported: war; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.	940 941 942 943 944 945 946 947 948 949 950 951 952 953 954	(iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;	1017 1018 1019 1020 1021 1022 1023 1024
(b) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.	955 956 957 958 959 960 961 962 963 964 965 966	(iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;	1025 1026 1027
(c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.	967 968 969 970 971 972 973 974	(v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.	1028 1029 1030 1031 1032
(d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.	975 976 977 978 979 980 981	(g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.	1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043
(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.	982 983 984 985 986 987 988 989 990 991 992	(h) If in compliance with any of the provisions of sub-clauses (b) to (g) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party.	1044 1045 1046 1047
(e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same	993 994 995 996 997 998	23. War Cancellation Clause 2004	1048
		Either party may cancel this Charter Party on the outbreak of war (whether there be a declaration of war or not)	1049 1050 1051
		(a) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, or,	1052 1053 1054 1055
		(b) between the countries stated in Box 30.	1056
		24. BIMCO Ice Clause for Time Charter Parties	1057
		(a) The Vessel shall not be obliged to force ice but, subject to the Owners' prior approval having due regard to its size, construction and class, may follow ice-breakers.	1058 1059 1060 1061
		(b) The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are	1062 1063 1064

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about to be withdrawn by reason of ice, nor where on	1065	claim whatsoever of the owners of any goods carried	1130
account of ice there is, in the Master's sole discretion,	1066	under this Charter Party paid or payable by the other or	1131
a risk that, in the ordinary course of events, the Vessel	1067	non-carrying ship or her owners to the owners of the	1132
will not be able safely to enter and remain at the port or	1068	said goods and set-off, recouped or recovered by the	1133
area or to depart after completion of loading or	1069	other or non-carrying ship or her owners as part of their	1134
discharging. If, on account of ice, the Master in his sole	1070	claim against the Vessel or the Owners. The foregoing	1135
discretion considers it unsafe to proceed to, enter or	1071	provisions shall also apply where the owners, operators	1136
remain at the place of loading or discharging for fear of	1072	or those in charge of any ship or ships or objects other	1137
the Vessel being frozen in and/or damaged, he shall	1073	than or in addition to the colliding ships or objects are	1138
be at liberty to sail to the nearest ice-free and safe place	1074	at fault in respect of a collision or contact.	1139
and there await the Charterers' instructions.	1075		
(c) Any delay or deviation caused by or resulting from	1076	28. Health and Safety	1140
ice shall be for the Charterers' account and the Vessel	1077	The Owners shall comply with and adhere to all	1141
shall remain on-hire.	1078	applicable international, national and local regulations	1142
(d) Any additional premiums and/or calls required by	1079	pertaining to health and safety, and such Charterers'	1143
the Vessel's underwriters due to the Vessel entering or	1080	instructions as may be appended hereto.	1144
remaining in any icebound port or area, shall be for the	1081		
Charterers' account.	1082	29. Drugs and Alcohol Policy	1145
		The Owners undertake that they have, and shall maintain	1146
25. Epidemic/Fever	1083	for the duration of this Charter Party, a policy on Drugs	1147
The Vessel shall not be ordered to nor bound to enter	1084	and Alcohol Abuse applicable to the Vessel (the "D & A	1148
without the Owners' written permission any place where	1085	Policy") that meets or exceeds the standards in the	1149
fever or epidemics are prevalent or to which the Master,	1086	OCIMF Guidelines for the Control of Drugs and Alcohol	1150
Officers and Crew by law are not bound to follow the	1087	Onboard Ship 1995 as amended from time to time.	1151
Vessel.	1088	The Owners shall exercise due diligence to ensure that	1152
Notwithstanding the terms of Clause 13, Hire shall be	1089	the D & A Policy is understood and complied with on	1153
paid for all time lost including any lost owing to loss of	1090	and about the Vessel. An actual impairment, shall not	1154
or sickness to the Master, Officers, Crew or passengers	1091	in and itself mean that the Owners have failed to	1155
or to the action of the Crew in refusing to proceed to	1092	exercise due diligence.	1156
such place or to be exposed to such risks.	1093		
		30. Taxes	1157
26. General Average and New Jason Clause	1094	Within the day rate the Owners shall be responsible for	1158
General Average shall be adjusted and settled in	1095	the taxes stated in Box 32 and the Charterers shall be	1159
London unless otherwise stated in Box 31, according to	1096	responsible for all other taxes.	1160
York-Antwerp Rules, 1994.	1097	In the event of change in the Area of Operation or	1161
Hire shall not contribute to General Average. Should	1098	change in local regulation and/or interpretation thereof,	1162
adjustment be made in accordance with the law and	1099	resulting in an unavoidable and documented change of	1163
practice of the United States of America, the following	1100	the Owners' tax liability after the date of entering into	1164
provision shall apply:	1101	the Charter Party or the date of commencement of	1165
"In the event of accident, danger, damage or disaster	1102	employment, whichever is the earlier, Hire shall be	1166
before or after the commencement of the voyage,	1103	adjusted accordingly.	1167
resulting from any cause whatsoever, whether due to	1104		
negligence or not, for which, or for the consequence of	1105	31. Early Termination	1168
which, the Owners are not responsible, by statute,	1106	(a) <u>At Charterers' Convenience</u> . - The Charterers may	1169
contract or otherwise, the cargo, shippers, consignees	1107	terminate this Charter Party at any time by giving the	1170
or owners of the cargo shall contribute with the Owners	1108	Owners written notice of termination as stated in Box	1171
in General Average to the payment of any sacrifices,	1109	14, upon expiry of which, this Charter Party will	1172
loss or expenses of a General Average nature that may	1110	terminate. Upon such termination, Charterers shall pay	1173
be made or incurred and shall pay salvage and special	1111	the compensation for early termination stated in Box	1174
charges incurred in respect of the cargo.	1112	13 and the demobilisation charge stated in Box 15, as	1175
If a salving vessel is owned or operated by the Owners,	1113	well as Hire or other payments due under the Charter	1176
salvage shall be paid for as fully as if the said salving	1114	Party up to the time of termination. Should Box 13 be	1177
vessel or vessels belonged to strangers. Such deposit	1115	left blank, Clause 31(a) shall not apply.	1178
as the Owners, or their agents, may deem sufficient to	1116	(b) <u>For Cause</u> . - If either party becomes informed of	1179
cover the estimated contribution of the cargo and any	1117	the occurrence of any event described in this Clause	1180
salvage and special charges thereon shall, if required,	1118	that party shall so notify the other party promptly in	1181
be made by the cargo, shippers, consignees or owners	1119	writing and in any case within 3 days after such	1182
of the cargo to the Owners before delivery".	1120	information is received. If the occurrence has not ceased	1183
		within 3 days after such notification has been given,	1184
27. Both-to-Blame Collision Clause	1121	this Charter Party may be terminated by either party,	1185
If the Vessel comes into collision with another ship as a	1122	without prejudice to any other rights which either party	1186
result of the negligence of the other ship and any act,	1123	may have, under any of the following circumstances:	1187
neglect or default of the Master, mariner, pilot or the	1124	(i) <u>Requisition</u> . - If the government of the state of	1188
servants of the Owners in the navigation or the	1125	registry and/or the flag of the Vessel, or any	1189
management of the Vessel, the Charterers will	1126	agency thereof, requisitions for hire or title or	1190
indemnify the Owners against all loss or liability to the	1127	otherwise takes possession of the Vessel during	1191
other or non-carrying ship or her owners insofar as such	1128	the Charter Period.	1192
loss or liability represent loss of or damage to, or any	1129	(ii) <u>Confiscation</u> . - If any government, individual or	1193

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group, whether or not purporting to act as a government or on behalf of any government, confiscates, requisitions, expropriates, seizes or otherwise takes possession of the Vessel during the Charter Period (other than by way of arrest for the purpose of obtaining security).	1194 1195 1196 1197 1198 1199	limited to the Employees of the party seeking to invoke force majeure;	1261 1262
(iii) Bankruptcy. - In the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed or if it suspends payment or ceases to carry on business.	1200 1201 1202 1203 1204 1205	(h) fire, accident, explosion except where caused by negligence of the party seeking to invoke force majeure;	1263 1264
(iv) Loss of Vessel. - If the Vessel is lost or becomes a constructive total loss, or is missing unless the Owners promptly state their intention to provide, and do in fact provide, within 14 days of the Vessel being lost or missing, at the port or place from which the Vessel last sailed (or some other mutually acceptable port or place) a substitute vessel pursuant to Clause 21. In the case of termination, Hire shall cease from the date the Vessel was lost or, in the event of a constructive total loss, from the date of the event giving rise to such loss. If the date of loss cannot be ascertained or the Vessel is missing, payment of Hire shall cease from the date the Vessel was last reported.	1206 1207 1208 1209 1210 1211 1212 1213 1214 1215 1216 1217 1218 1219	(i) any other similar cause beyond the reasonable control of either party.	1265 1266
(v) Breakdown. - If, at any time during the term of this Charter Party a breakdown of the Owners' equipment or Vessel result in the Owners being unable to perform their obligations hereunder for a period exceeding that stated in Box 33 and have not initiated reasonable steps within 48 hours to remedy the non-performance or provided a substitute vessel pursuant to Clause 21.	1220 1221 1222 1223 1224 1225 1226 1227	The party seeking to invoke force majeure shall notify the other party in writing within 2 working days of the occurrence of any such event/condition.	1267 1268 1269
(vi) Force Majeure. - If a force majeure condition as defined in Clause 32 prevents or hinders the performance of the Charter Party for a period exceeding 15 consecutive days from the time at which the impediment causes the failure to perform if notice is given without delay or, if notice is not given without delay, from the time at which notice thereof reaches the other party.	1228 1229 1230 1231 1232 1233 1234 1235	33. Confidentiality	1270
(vii) Default. - If either party is in repudiatory breach of its obligations hereunder.	1236 1237	All information or data provided or obtained in connection with the performance of this Charter Party is and shall remain confidential and not be disclosed without the prior written consent of the other party. The parties shall use their best efforts to ensure that such information shall not be disclosed to any third party by any of their sub-contractors, Employees and agents. This Clause shall not apply to any information or data that has already been published or is in the public domain.	1271 1272 1273 1274 1275 1276 1277 1278 1279 1280
Termination as a result of any of the above mentioned causes shall not relieve the Charterers of any obligation for Hire and any other payments.	1238 1239 1240	All information and data provided by a party is and shall remain the property of that party.	1281 1282
32. Force Majeure	1241	34. BIMCO Dispute Resolution Clause	1283
Neither party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent the party invoking force majeure is prevented or hindered from performing any or all of their obligations under this Charter Party, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions:	1242 1243 1244 1245 1246 1247 1248 1249	* (a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.	1284 1285 1286 1287 1288 1289 1290 1291 1292 1293 1294
(a) acts of God;	1250	The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.	1295 1296 1297 1298 1299 1300 1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311
(b) any Government requisition, control, intervention, requirement or interference;	1251 1252	Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	1312 1313 1314
(c) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;	1253 1254 1255	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	1315 1316 1317 1318 1319 1320
(d) riots, civil commotion, blockades or embargoes;	1256	* (b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto,	1321 1322 1323 1324 1325 1326
(e) epidemics;	1257		
(f) earthquakes, landslides, floods or other extraordinary weather conditions;	1258 1259		
(g) strikes, lockouts or other industrial action, unless	1260		

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- and the third by the two so chosen; their decision or
that of any two of them shall be final, and for the
purposes of enforcing any award, judgement may be
entered on an award by any court of competent
jurisdiction. The proceedings shall be conducted in
accordance with the rules of the Society of Maritime
Arbitrators, Inc.
- In cases where neither the claim nor any counterclaim
exceeds the sum of US\$50,000 (or such other sum as
the parties may agree) the arbitration shall be conducted
in accordance with the Shortened Arbitration Procedure
of the Society of Maritime Arbitrators, Inc. current at
the time when the arbitration proceedings are
commenced.
- * (c)** This Charter Party shall be governed by and
construed in accordance with the laws of the place
mutually agreed by the parties and any dispute arising
out of or in connection with this Charter Party shall be
referred to arbitration at a mutually agreed place, subject
to the procedures applicable there.
- (d)** Notwithstanding (a), (b) or (c) above, the parties
may agree at any time to refer to mediation any
difference and/or dispute arising out of or in connection
with this Charter Party.
- In the case of a dispute in respect of which arbitration
has been commenced under (a), (b) or (c) above, the
following shall apply:
- (i) Either party may at any time and from time to
time elect to refer the dispute or part of the dispute
to mediation by service on the other party of a
written notice (the "Mediation Notice") calling on
the other party to agree to mediation.
- (ii) The other party shall thereupon within 14 calendar
days of receipt of the Mediation Notice confirm that
they agree to mediation, in which case the parties
shall thereafter agree a mediator within a further
14 calendar days, failing which on the application
of either party a mediator will be appointed
promptly by the Arbitration Tribunal ("the Tribunal")
or such person as the Tribunal may designate for
that purpose. The mediation shall be conducted
in such place and in accordance with such
procedure and on such terms as the parties may
agree or, in the event of disagreement, as may be
set by the mediator.
- (iii) If the other party does not agree to mediate, that
fact may be brought to the attention of the Tribunal
and may be taken into account by the Tribunal
when allocating the costs of the arbitration as
between the parties.
- (iv) The mediation shall not affect the right of either
party to seek such relief or take such steps as it
considers necessary to protect its interest.
- (v) Either party may advise the Tribunal that they
have agreed to mediation. The arbitration
procedure shall continue during the conduct of
the mediation but the Tribunal may take the
mediation timetable into account when setting the
timetable for steps in the arbitration.
- (vi) Unless otherwise agreed or specified in the
mediation terms, each party shall bear its own
costs incurred in the mediation and the parties
shall share equally the mediator's costs and
expenses.
- (vii) The mediation process shall be without prejudice
and confidential and no information or documents
disclosed during it shall be revealed to the Tribunal
except to the extent that they are disclosable under
the law and procedure governing the arbitration.
- (Note: The parties should be aware that the mediation
process may not necessarily interrupt time limits.)*
- If Box 34 in PART I is not appropriately filled in, sub-
clause 34(a) of this Clause shall apply. Sub-clause (d)
shall apply in all cases.
- * Sub-clauses 34(a), 34(b) and 34(c) are alternatives;
indicate alternative agreed in Box 34.*
- 35. Notices**
- (a)** All notices given by either party or their agents to
the other party or their agents in accordance with the
provisions of this Charter Party shall be in writing.
- (b)** For the purposes of this Charter Party, "in writing"
shall mean any method of legible communication. A
notice may be given by any effective means including,
but not limited to, cable, telex, fax, e-mail, registered or
recorded mail, or by personal service.
- 36. Headings**
- The headings of this Charter Party are for identification
only and shall not be deemed to be part hereof or be
taken into consideration in the interpretation or
construction of this Charter Party.
- 37. Severance**
- If by reason of any enactment or judgement any
provision of this Charter Party shall be deemed or held
to be illegal, void or unenforceable in whole or in part,
all other provisions of this Charter Party shall be
unaffected thereby and shall remain in full force and
effect.
- 38. Entire Agreement**
- This Charter Party, including all Annexes referenced
herein and attached hereto, is the entire agreement of
the parties, which supersedes all previous written or
oral understandings and which may not be modified
except by a written amendment signed by both parties.
39. The Charterer shall pay in advance the sum of \$11,000
(representing 2 days daily hire rate) as security deposit to the
Owner in addition to the advance payment for the 10 days
duration. The Charterer shall also deposit with the Owner 5 signed
and undated cheques each valued at the daily hire rate of \$5500
totalling \$27,500 for 5 additional days. Upon the Charterer's
failure to redeliver ENL Superior at the end of the 10days voyage
and after the additional \$11,000 deposited is exhausted, the
Owner shall deposit the cheques without notice to the Charterer.
Conversely, where the 10days duration is not exceeded by the
Charterer, the aforementioned \$11,000 and the 5 undated
cheques shall be returned to the Charterer by the Owner.
40. The daily hire rate of \$5500 shall continue to accrue to the
Charterer's account until the vessel is duly redelivered to the
Owner

VESSEL SPECIFICATION

1. General

- (a) Owner: Name: _____
Address: _____
- (b) Operator: Name: _____
Address: _____
- (c) Vessel's Name: _____ Builder: _____
- (d) Year built: _____
- (e) Type: _____
- (f) Classification and Society: _____
- (g) Flag: _____
- (h) Date of next scheduled drydocking: _____

2. Performance

- (a) Certified Bollard Pull (Tonnes) _____
- (b) Speed/Consumption (Non-Towing)
(Approx. Daily Fuel Consumption) (Fair Weather)
Max Speed: _____ Kts (app.) _____ Tonnes
Service Speed: _____ Kts (app.) _____ Tonnes
Standby (main engines secured) Tonnes _____
- (c) Approx. Towing/Working Fuel Consumption
Engine Power 100% _____ Tonnes
- (d) Type(s) and Grade(s) of Fuel Used: _____

3. Dimensions and Capacities/Discharge Rates

- (a) L.O.A. (m): _____ Breadth (m): _____ Depth (m): _____
Max Draught (m): _____
- (b) Deadweight (metric tons): _____
- Discharge Rate
- (c) * Cargo Fuel max (m³): _____ /hr at _____ head
- (d) * Drill Water max (m³): _____ /hr at _____ head
- (e) Potable Water (m³): _____ /hr at _____ head
- (f) Dry Bulk (cu.m): _____ in Tanks _____ /hr at _____ head
- (g) Liquid Mud (cu.m): _____ /hr at _____ head
(max. SG) _____
State type of recirculation system i.e.
mechanical agitation, centrifugal pumps etc. _____

- (h) Cargo Deck Area (m²): _____ Capacity (m.t.): _____
Length (m) x Breadth (m): _____
Load Bearing Capacity _____

- (i) Heavy Weight Brine (cu.m): _____
(max. SG) _____ /hr at _____ head
* Multipurpose Tanks yes/no: _____

4. Machinery

- (a) BHP Main Engines: _____
- (b) Engine Builder: _____
- (c) Number of Engines and Type: _____
- (d) Generators: _____

- (e) Stabilisers: _____
- (f) Bow Thruster(s): _____
- (g) Stern Thruster(s): _____
- (h) Propellers/Rudders: _____
- (i) Number and Pressure Rating of Bulk Compressors: _____

- (j) Fuel Oil Metering System: _____

5. Towing and Anchor Handling Equipment

- (a) (i) Stern Roller (Dimensions): _____
(ii) Anchor Handling/Towing Winch: _____
(iii) Rig Chail Locker Capacity (linear feet of
3 in. Chain): _____
- (iv) Tugger Winches: _____
- (v) Chain Stopper Make and Type: _____
- (b) (i) Towing Wire: _____
(ii) Spare Towing Wire: _____
(iii) Work Wire: _____
(iv) Spare Work Wire: _____
(v) Other Anchor Handling Equipment
(e.g. Pelican Hooks, Shackles, Stretchers etc.): _____

6. Radio and Navigation Equipment

- (a) Radios
Single Side Band: _____
VHF: _____
Satcom: _____

VESSEL SPECIFICATION

- (b) Electronic Navigation Equipment: _____

- (c) Gyro: _____
- (d) Radar: _____
- (e) Autopilot: _____
- (f) Depth Sounder: _____

7. Fire Fighting Equipment

- (a) Class (FF1, FF2, FF3, other): _____
- (b) Fixed: _____
- (c) Portable: _____

8. Accommodation

- (a) Crew: _____ (b) Passengers: _____

9. Galley

- (a) Freezer Space (m³): _____
- (b) Cooler (m³): _____

10. Additional Equipment

- (a) Mooring Equipment: _____

- (b) Joystick: _____
- (c) Other: _____

11. Standby/Survivor Certificate

Yes/No

Nos: _____

INSURANCE

Insurance policies (as applicable) to be procured and maintained by the Owners under Clause 17:

- (1) Marine Hull Insurance. - Hull and Machinery Insurance shall be provided with limits equal to those normally carried by the Owners for the Vessel.
- (2) Protection and Indemnity (Marine Liability) Insurance. -
Protection and Indemnity (P&I) or Marine Liability Insurance with coverage equivalent to the cover provided by members of the International Group of Protection and Indemnity Associations with a limit of cover no less than USD for any one event. The cover shall include liability for collision and damage to fixed and floating objects to the extent not covered by the insurance in (1) above.
- (3) General Third Party Liability Insurance. - To the extent not covered by the insurance in (2) ABOVE, Coverage shall be for:
Bodily Injury per person
Property Damage per occurrence.
- (4) Workmen's Compensation and Employer's Liability Insurance for Employees. -
To the extent not covered in the insurance in (2) above, covering Owners' employees and other persons for whom Owners are liable as employer pursuant to applicable law for statutory benefits as set out and required by local law in area of operation or area in which the Owners may become legally obliged to pay benefits.
- (5) Comprehensive General Automobile Liability Insurance. -
Covering all owned, hired and non-owned vehicles, coverage shall be for:
Bodily Injury According to the local law.
Property Damage In an amount equivalent to _____
single limit per occurrence.
- (6) Such other insurances as may be agreed.