

Voyage Charter Party
LONDON, New Delhi 19.03. 2009

PREAMBLE

IT IS THIS DAY AGREED between **KAKATUA SHIPPING CO. LTD, 80 BROAD STREET, LIBERIA,**
C
of (hereinafter referred to as Owners") being owners/~~disponent Owners~~ of the

motor/~~steam~~ tank vessel called **'KAKATUA'**
(hereinafter referred to as "the vessel")

and **RED OIL LTD.** of **RED OIL**
HOUSE, ANDHERI , MUMBAI – 400 004, INDIA

A) MR MIKE FOX– OFFICE +912233121458, MOB: +91995167302222
(hereinafter referred to as "Charterers")

that the service for which provision is herein made shall be subject to the terms and conditions of this charter which includes Part I and Part II. In the event of any conflict between the provisions of Part I and Part II hereof, the provisions of Part I shall prevail.

PART I

(A) (I)
Description
of vessel

Owners guarantee that at the date hereof, **and from the time when the obligation to proceed to the loadport(s) attaches**, the vessel:-

- (i) Is classed **LLOYDS REGISTER**
- (ii) Has a deadweight of **95,930 M/T** ~~tonnes~~ (1000 kg.) on a salt-water draft on assigned summer freeboard of **13.833** m.
- (iii) **Has a capacity available for the cargo of 105,040 cubic meters 98% EXCLUDING SLOP TANK**
~~tonnes(1000kg.) 5% more or less in Owners' option.~~ **SLOP TANK(S) CAPACITY 98% 7190.6 CUBIC METERS.**
- (iv) ~~Is fully fitted with heating systems for all cargo tanks capable of maintaining cargo at a temperature of up to _____ degree Celsius.~~
- (v) ~~Has tanks coated as follows:~~
- (vi) Is equipped with **DERRICKS:0 AND CRANES:1** cranes / derricks capable of lifting to and supporting at the vessel's port and starboard manifolds submarine hoses of up to **FIFTEEN TONNES** (1000 kg.) in ~~weight.~~ **SWL**
- (vii) ~~Has cargo pumps capable of discharging a full cargo within _____ hours or maintaining a back pressure of _____ at the vessel's manifold (provided shore facilities permit and the cargo does not have a kinematic viscosity exceeding 600 centistokes at the discharge temperature required by Charterers).~~
Discharges a full cargo (~~whether~~ homogenous ~~or multi-grade~~) within 24 hours **EXCLUDING STRIPPING AND COW** or can maintain a **AN AVERAGE** back pressure of 100 PSI at the vessel's manifold **EXCLUDING TIME FOR STRIPPING,MAX 3 HRS FOR STRIPPING** and Owners guarantee such minimum performance provided shore facilities permit. The discharge guarantee shall only be applicable provided the kinematic viscosity does not exceed 600 centistokes at the discharge temperature required by Charterers. If the kinematic viscosity only exceeds 600 centistokes on part of the cargo or particular grade(s) then the discharge guarantee shall continue to apply to all other cargo / grades.
- (viii) Has or will have carried the following three cargoes immediately prior to loading under this charter :-
Last **CRUDE**

	2 nd Last CRUDE	30
	3 rd Last CRUDE	31
(ix)	Has a crude oil washing system complying with the requirements of the International Convention for the Prevention of Pollution from Ships 1973 as modified by the Protocol of 1978 ("MARPOL 73/78").	32 33
(x)	Has an operational inert gas system.	34
(xi)	Has on board all papers and certificates required by any applicable law, in force as at the date of this charter, to enable the vessel to perform the charter service without any delay.	35 36
(xii)	Is entered in the NORT OF ENGLAND P. & I. Club , being a member of the International Group of P. & I. Clubs.	37
A) (II) Maintenance / restoration	Throughout the Charter service, Owners shall ensure that the vessel shall be maintained, or that they shall take all steps necessary to promptly restore vessel to be, within the description in Part 1(A) 1 and any questionnaires requested by Charterers or within information provided by Owners.	
(B) Position/ Readiness	Now ETA SOROOSH TO LOAD TODAY 2100 HRS LT	38
	ETA VADINAR 16TH MARCH 2010,ETS VADINAR 18TH MARCH 2010	39
	Expected ready to load ETA ASH SHIHR 22ND MARCH 2010(AGW/WSNP)	
(C) Laydays	Commencing Noon 0001 HOURS Local Time on 23 MARCH,2009 (Commencement Date)	40
	Terminating Noon 2359 HOURS Local Time on 24 MARCH,2009 (Termination Date)	41
(D) Loading Port(s)/ Range	1-2 SB(S) SP(S) ASH SHIHR – SALALAH RANGE	42 43 44
	one or more ports at Charterers' option	
(E) Discharging Port(s)/ Range	1-2 SB(S) SP(S) WCI, SIKKA – VADINAR RANGE	45 46 47
	one or more ports at Charterers' option	
(F) Cargo description	CARGO QUANTITY : MIN 80,000 NO HEAT CRUDE OIL CHOPT FULL CARGO FRT PAYABLE ALWAYS BASIS MIN 80,000MT IRRESPECTIVE OF QUANTITY LOADED PROVIDED VSLs FULL CUBICS IS MADE AVAILABLE TO CHRts.	48 49
	CARGO : NO HEAT CRUDE OIL	
	SEGREGATION : 1-2 GRADES WVNS,	
	Charterers' option	
	Maximum temperature on loading	degrees Celsius 50
(G) Freight rate	At _____ % of the rate for the voyage as provided for in the New Worldwide Tanker Nominal Freight Scale current at the date of commencement of loading (hereinafter referred to as "Worldscale") per ton (2240 lbs)/ tonne (1000 Kg). WS 103.00, OVERAGE 50%	51 52 53
	<i>Freight is payable on minimum quantity guaranteed by charterers, however , if vessel loads less than the minimum guaranteed quantity due to vessel's reasons, then freight payable on bill of lading quantity. Vessel to provide her full cubics for Charterers purpose.</i>	
(H) Freight payable to	PAYMENT TO BE EFFECTED BY TELEGRAPHIC TRANSFER TO :	54 55
	TO : BANK OF NOVA SCOTIA,NEW YORK	
	SWIFT CODE: NOSCUS33	
	FOR CREDIT TO : BANK OF NOVA SCOTIA,LONDON	
	SWIFT CODE: NOSCGB22	
	ACCOUNT [REDACTED]	
	FOR FURTHER CREDIT TO :-	
	ACCOUNT NAME: EAKATUA SHIPPING CO. LTD	
	ACCOUNT NO.: [REDACTED]	
	IBAN NO.: [REDACTED]	

UNDER IMMEDIATE ADVICE TO :
 KAKATUA SHIPPING CO. LTD, 9 EASTGATE HOUSE, LONDON, EC3R 5UG, UK.
 MIKE@KAKATUASHIPPING.COM

(I) Laytime	72 HOURS SUNDAY AND HOLIDAYS INCLUDED	56
	running hours	
(J) Demurrage per day (or pro rata)	USD 18,000.00	57 58 59
(K) ETAs	All radio messages sent by the Master to Charterers RED OIL shall be addressed to;	60
	COPIED TO OTHER PARTIES AS ADVISED IN CHARTERERS' VOYAGE INSTRUCTIONS: M/S RED OIL LIMITED ATTENTION: JOHN WRIGHT DIR:+44 22 66121459 FAX:+44 2266601192 MOB:+44 7833946493 EMAIL: JOHN.WRIGHT@REDOIL.COM	
(L) Special Provisions	SHELL ADDITIONAL CLAUSE – FEBRUARY 1999 NO:1 TO NO:43 BOTH INCLUSIVE AND SPECIAL PROVISIONS NO:1 TO NO:22, AS ATTACHED HEREWITH DEEMED TO BE INCORPORATED IN THIS CHARTER PARTY.	61 62
Signatures	RECAP TERMS: - WSHTC AS PER 2010 TO APPLE ANY CHARGES AT DISPORT FOR STANDBY OR PULL – BACK TUGS NOT COVERED UNDER WORLDSCALE TO BE FOR CHARTERERS ACCOUNT,UNLESS SUCH TUGS ARE REQUIRED DUE TO VESSEL FAULT OR OWNER’S PURPOSES OR IF VESSEL DOES NOT MEET GUARANTEED DISCHARGE PERFORMANCE DUE TO VESSELS FAULT - Y/A RULES AS AMENDED 1994 - G/A ARB LONDON – ENGLISH LAW TO APPLY - TAXES AND/OR DUES ON CARGO AND/OR FREIGHT/DEAD – FREIGHT OR DEMURRAGE AND THOSE ASSOCIATED WITH COASTAL LEVIES AND TRADING TO BE FOR CHRRS ACCOUNT AND SETTLED DIRECTLY BY THEM AND ANY TAXES AND ANY DUES ON VESSEL TO BE ON OWNERS ACCOUNT TO BE SETTLED DIRECTLY BY THEM. - VESSEL WILL BE FULLY BUNKERED TO PERFORM THE VOYAGE. - OVERAGE INSURANCE IF ANY DUE TO AGE/FLAG/CLASS TO BE FOR CHARTERERS ACCOUNT AND PAID DIRECT. - BIMCO ISPS CLAUSE FOR VOYAGE CHARTER PARTIES TO APPLY.TRADING WILL ONLY TAKE PLACE BETWEEN ISPS COMPLIANT/CERTIFIED PORTS AND OTHER FACILITIES - OTHERWISE SHELLVOY 5 ISSUED JULY 1987 WITH SHELL FEBRUARY 1999 AMENDMENTS/ADDITIONS/DELETIONS PLUS SHELL FEBRUARY 1999 ADDITIONAL CLAUSES 1 TO 43 AND ESSAR CLAUSES 1 TO 22 WITH AGREED AMENDMENTS. - OWNERS GUARANTEE THAT VESSEL IS NOT EX DRY DOCK OR EX YARD AND HAS NOT WATER WASHED ALL HER CARGO TANKS. - “OWNERS CONFIRM THAT UNDER THEIR FLAG ADMINISTRATION THE VESSEL IS PERMITTED TO CARRY HEAVY CRUDE OILS WITH DENSITIES OF BETWEEN 900 KG/M3 AND 945 KG/M3 AS STATED IN MARPOL 13H.” - N/A AS VSL IS DOUBLE HULL	

- OWNERS WARRANT THAT VESSEL'S STATUTORY CERTIFICATES AS BELOW ARE VALID AND WILL CONTINUE TO BE VALID THROUGHOUT THE PERFORMANCE OF THIS CP:-

1. CERTIFICATE OF REGISTRY
2. LOADLINE CERTIFICATE
3. SAFETY CONSTRUCTION CERTIFICATE
4. SAFETY EQUIPMENT CERTIFICATE
5. SAFELY RADIO CERTIFICATE
6. I . O . P . P .
7. P N I CLUB ENTRY CERTIFICATE
8. I . S . M . :
- I/. DOCUMENT OF COMPLIANCE
- II/. SAFETY MANAGEMENT CERTIFICATE
9. CIVIL LIABILITY CERTIFICATE AS ISSUED BY FLAG ADMINISTRATION
10. CLASS CERTIFICATE
11. ISPS
12. INTERNATIONAL TONNAGE CERTIFICATE
13. MIN SAFE MANNING
14. INTERNATION AIR POLLUTION PREVENTION
15. INTERNATION SEWAGE POLLUTION PREVENTION
16. CAP (HULL , MACHINERY , CARGO SYSTEM) (if applicable)
17. CAS(if applicable)

TO THE BEST OF OWNERS KNOWLEDGE VSL APPROVED BY: BP / CONOCO / STATOIL / EXXON / PETRONAS / PETROBRAS / BHP / ADNOC
LAST SIRE: 09/12/09

- ADDRESS COMMISSION 1.25 PCT TO BE DEDUCTED AT SOURCE AND
BROKERAGE 1.25 PCT TO INTEROCEAN SHIPPING ON FRT / DF / DEM PAYABLE BY OWNERS.

- WAR AND PIRACY CLAUSE

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ALL ADDITIONAL COSTS AND INSURANCE PREMIA, INCLUDING BUT NOT LIMITED TO H&M, CREW, P&I RISKS, LOSS OF HIRE, KIDNAP, RANSOMS PAYABLE BY REASON OF VESSEL PASSING THROUGH WAR AND OR PIRACY AREAS / ZONES / PLACES / WATERWAYS TOWARDS TO AND FROM THE DISCHARGE PORT(S) TO BE FOR CHTRS ACCOUNT AND PAID TO OWNERS AGAINST OWNERS' INVOICE DULY SUPPORTED BY A COPY OF UNDERWRITERS / BROKERS CONFIRMATION OF COVER AND THEIR PREMIUM QUOTE. OWNERS WILL ALLOW CHARTERERS ANY DISCOUNT / REDUCTION OBTAINED FROM UNDERWRITERS. CHARTERERS OBLIGATION WITH REGARD TO THE ABOVE ADDITIONAL INSURANCE PREMIA ONLY IS LIMITED TO MAX USD 40,000.

IN ORDER TO ENSURE A SAFE PASSAGE TOWARDS TO AND FROM THE PORT OF DISCHARGE THE MASTER, OWNERS, CHARTERERS, UNDERWRITERS OR OTHER INVOLVED PARTIES OR AUTHORITIES, MAY REQUIRE THE VESSEL TO DEVIATE AND / OR AS PART OF MILITARY PROTECTED CONVOY OR TRANSIT A SPECIFIC SECTION DURING A CERTAIN TIME. ALL SUCH DEVIATION, DELAY AND LOSS OF TIME TO BE FOR CHARTERERS ACCOUNT, TO BE PAID TO OWNERS AT DEMURRAGE RATE PRO RATA TOGETHER WITH ANY ADDITIONAL BUNKERS CONSUMED. MASTER TO PROVIDE STATEMENT OF FACTS / LOGS STATEMENT REGARDING THE ABOVE AND TO KEEP CHARTERERS CLOSELY INFORMED.

ALL COSTS / DEVIATION INCURRED FOR THE WHOLE VOYAGE TO BE SETTLED BY CHARTERERS TOGETHER WITH FREIGHT. OWNERS WILL PROVIDE ALL AVAILABLE SUPPORTING DOCUMENTATION AND MASTER'S SIGNED STATEMENT.

IN WITNESS WHEREOF, the parties have caused this charter consisting of the Preamble, Parts I and II to be

executed as of the day and year first above written.

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By
**FOR AND ON BEHALF OF OWNERS,
AS PER THEIR AUTHORITY (ATTACHED HEREWITH)**

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By

PART II

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Condition Of vessel	1. Owners shall exercise due diligence to ensure that from the time when the obligation to proceed to the loading port(s) attaches and throughout the charter service -	68
	(a) the vessel and her hull, machinery, boilers, tanks, equipment and facilities are in good order and condition and in every way equipped and fit for the service required; and	69
	(b) the vessel has a full and efficient complement of master, officers and crew;	70
	and to ensure that before and at the commencement of any laden voyage the vessel is in all respects fit to carry the cargo specified in Part I(F). For the avoidance of doubt, references to equipment in this Charter shall include but not be limited to computers and computer systems, and such equipment shall (inter alia) be required (i) to continue to function, and not suffer a loss of functionality and accuracy (whether logical or mathematical) as a result of the run date or dates being processed, irrespective of the century in which the dates fall, and (ii) to recognize the year 2000 as a leap year and accept 29 February 2000 as a valid date.	71
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Cleanliness Of tanks	2. Whilst loading, carrying and discharging cargo the master shall at all times use due diligence to keep the tanks, lines and pumps of the vessel clean for the cargo specified in Part I(F). It shall be for the master alone to decide whether the vessel's tanks, lines and pumps are suitably clean. However, the decision of the master shall be without prejudice to the right of Charterers, should any contamination or damage subsequently be found, to contend that the same was caused by inadequate cleaning and/or some breach of this or any other Clause of this charter.	75
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	2. Whilst loading, carrying and discharging the cargo the Master shall at all times keep the tanks, lines and pumps of the vessel always clean for the cargo. Unless otherwise agreed between Owners and Charterers the vessel shall present for loading with cargo tanks ready and subject to following paragraphs, if vessel fitted with Inert Gas System (IGS), fully inerted.	
	Charterers shall have the right to inspect vessel's tanks prior to loading AT THEIR TIME/EXPENSE and the vessel shall abide by Charterers' instructions with regard to tank or tanks which the vessel is required to present ready for entry and inspection. If Charterers' inspector is not satisfied with the cleanliness of the vessel's tanks, Owners shall clean them in their time and at their expense to the satisfaction of Charterers' inspector, provided that nothing herein shall effect the responsibilities and obligations of the Master and Owners in respect of the loading, carriage and care of cargo under this Charter nor prejudice the rights of Charterers, should any contamination or damage subsequently be found, to contend that the same was caused by inadequate cleaning and/or some breach of this or any other clause of this Charter.	
	Notwithstanding that the vessel, if equipped with IGS, shall present for loading with all cargo tanks fully inerted, any time used for de-inerting (provided that such de-inerting takes place after laytime or demurrage time has commenced or would, but for this clause, have commenced) and/or re-inerting those tanks that at Charterers' specific request were gas freed for inspection, shall count as laytime or if on demurrage for demurrage AND ALL BUNKERS CONSUMED SHALL BE FOR CHARTERERS' ACCOUNT, provided the tank or tanks inspected found to be suitable.	
	If the vessel's tanks are inspected and rejected, time used for de-inerting shall not count towards laytime or demurrage, and laytime or demurrage time shall not commence or recommence, as the case may be, until the tanks have been re-inspected SUCH RE-INSPECTION NOT TO BE UNREASONABLY DELAYED, approved by Charterers' inspector, and re-inerted.	
Voyage	3. Subject to the provisions of this charter the vessel shall perform her service with utmost despatch and shall proceed to such berths as Charterers may specify, in any port or ports within Part I(D) nominated by Charterers, or so near thereunto as she may safely get and there, always safely afloat, load a full cargo, but not in excess of the maximum quantity consistent with the International Load Line Convention for the time being in force and, being so loaded, proceed as ordered on signing bills of lading to such berths as Charterers may specify, in any port or ports within Part I(E) nominated by Charterers, or so near thereunto as she may safely get and there, always safely afloat, discharge the cargo.	81
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	Charterers shall nominate loading and discharging ports, and shall specify loading and discharging berths. in sufficient time to avoid delay or deviation to the vessel. Subject to the foregoing, and provided it does not cause delay or deviation to the vessel, In addition Charterers shall have the option at any time of ordering the vessel to safe areas at sea for wireless orders. Any delay or deviation arising as a result of the exercise of such option shall be compensated by Charterers in accordance with terms of Clause 26 (1).	88
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	In this charter, "berth" means any berth, wharf, dock, anchorage, submarine line, a position alongside any vessel or lighter or any other loading or discharging point whatsoever to which Charterers are entitled to order the vessel hereunder, and "port" means any port or location at sea to which the vessel may proceed in accordance with the terms of this charter.	92 93 94 95
Safe berth	4. Charterers shall exercise due diligence to order the vessel only to ports and berths which are safe for the vessel and to ensure that transshipment operations conform to standards not less than those set out in the latest edition of ICS / OCIMF Ship-to-Ship Transfer Guide (Petroleum). Notwithstanding anything contained in this charter, Charterers do not warrant the safety of any port, berth or transshipment operation and Charterers shall not be liable for loss or damage arising from any unsafety if they can prove that due diligence was exercised in the giving of the order, or if such loss or damage was caused by an act of war or civil commotion within the trading areas defined in Part 1 (D/E).	96 97 98 99 100 101
Freight	5. Freight shall be earned concurrently with delivery of cargo at the nominated discharging port or ports and shall be paid by Charterers to Owners without any deductions in United States Dollars at the rate(s) specified in Part I(G) on the gross Bill of Lading quantity as furnished by the shipper (subject to Clauses 8 and 40), upon receipt by Charterers of notice of completion of final discharge of cargo, provided that no freight shall be payable on any quantity in excess of the maximum quantity consistent with the International Load Line Convention for the time being in force.	102 103 104 105 106 107
	If the vessel is ordered to proceed on voyage for which a fixed differential is provided in Worldscales, such fixed differential shall be payable without applying the percentage referred to in Part I(G).	108 109
	If cargo is carried between ports and/or by a route for which no freight rate is expressly quoted in Worldscales, then the parties shall, in the absence of agreement as to the appropriate freight rate, apply to Worldscales Association (London) Ltd., or Worldscales Association (NYC) Inc. for the determination of an appropriate Worldscales freight rate.	110 111 112 113
	Save in respect of the time when freight is earned, the location of any transshipment at sea pursuant to Clause 26(2) shall not be an additional nominated port for the purposes of this charter (including this Clause 5) and the freight rate for the voyage shall be the same as if such transshipment had not taken place.	114 115 116
Dues and other charges	6. Dues and other charges upon the vessel, including those assessed by reference to the quantity of cargo loaded or discharged, and any taxes on freight whatsoever shall be paid by Owners, and dues and other charges upon the cargo shall be paid by Charterers. However, notwithstanding the foregoing, where under a provision of Worldscales a due or charge is expressly for the account of Owners or Charterers then such due or charge shall be payable in accordance with such provision. NO FREIGHT TAX ON OWNERS ACCOUNT, AND CHARTERERS TO PAY FREIGHT/DEAD-FREIGHT AND DEMURRAGE NET OF TAX TO OWNERS, SUCH TAX BEING CHARTERERS RESPONSIBILITY AND TO BE PAID/SETTLED DIRECTLY BY THEM.	117 118 119 120 121
Loading and discharging cargo	7. The cargo shall be loaded into the vessel at the expense of Charterers and, upto the vessel's permanent hose connections, at Charterers' risk. The cargo shall be discharged from the vessel at the expense of Owners and, upto the vessel's permanent hose connections, at Owners' risk. Owners shall, unless otherwise notified by Charterers or their agents, supply at Owners' expense all hands, equipment and facilities required on board for mooring and unmooring and connecting and disconnecting hoses for loading and discharging.	122 123 124 125 126
Deadfreight	8. Charterers need not supply a full cargo, but if they do not freight shall nevertheless be paid as if the vessel had been loaded with a full cargo.	127 128
	The term "full cargo" as used throughout this charter means a cargo which, together with any collected washings (as defined in Clause 40) retained on board pursuant to the requirements of MARPOL 73/78, fills the vessel to either her applicable deadweight or her capacity stated in Part I(A) (iii), whichever is less, while leaving sufficient space in the tanks for the expansion of cargo. If under Part 1(F) vessel is chartered for a minimum quantity and the vessel is unable to load such quantity due to having reached her capacity as stated in Part 1(A) 1 (iii), always leaving sufficient space for expansion of cargo, then without prejudice to any claims which Charterers may have against Owners, no deadfreight between the quantity loaded and the quantity shown in Part 1(F) shall be due. HOWEVER IF VESSEL IS RESTRICTED DUE TO DRAFT RESTRICTIONS FREIGHT IS PAYABLE IN FULL	129 130 131 132
Shifting	9. Charterers shall have the right to require the vessel to shift at ports of loading and / or discharging from a loading or discharging berth within port limits and back to the same or to another such berth once or more often on payment of all additional expenses incurred. For the purposes of freight payment and shifting the places grouped in Port and Terminal Combinations in Worldscales are to be considered as berths within a single port. If at any time before cargo operations are completed it becomes dangerous for the vessel to remain at the specified berth as a result of wind or water conditions, Charterers shall pay all additional expenses of shifting from any such berth and back to that or any other specified berth within port limits (except to the extent that any fault of the vessel contributed to such danger).	133 134 135 136 137 138 139 140

	Subject to Clause 14(a) and (c) time spent shifting shall count against laytime or if the vessel is on demurrage for demurrage.	141 142
Charterers' failure to give orders	10. If the vessel is delayed due to Charterers' breach of Clause 3 Charterers shall, subject to the terms hereof, compensate Owners in accordance with Clause 15(1) and (2) as if such delay were time exceeding the laytime.	143 144 145
	The period of such delay shall be calculated	146
	(i) from 6 hours after Owners notify Charterers that the vessel is delayed awaiting nomination of loading port until such nomination has been received by Owners, or	147 148
	(ii) from 6 hours after the vessel gives notice of readiness at the loading port until commencement of loading	149 150
	as the case may be, subject always to the same exceptions as those set out in Clause 14. Any period of delay in respect of which Charterers pay compensation pursuant to this Clause 10 shall be excluded from any calculation of time for laytime or demurrage made under any other Clause of this charter.	151 152 153
	Periods of delay hereunder shall be cumulative for each port, and Owners may demand compensation after the vessel has been delayed for a total of 20 running days, and thereafter after each succeeding 5 running days of delay and at the end of any delay. Each such demand shall show the period in respect of which compensation is claimed and the amount due. Charterers shall pay the full amount due within 14 days after receipt of Owners' demand. Should Charterers fail to make any such payments Owners shall have the right to terminate this charter by giving written notice to Charterers or their agents, without prejudice to any claims which Charterers or Owners may have against each other under this charter or otherwise.	154 155 156 157 158 159 160
Laydays/ Termination	11. Should the vessel not be ready to load by noon 2359 HRS local time on the termination date set out in Part I(C) Charterers shall have the option of terminating this charter unless the vessel has been delayed due to Charterers' change of order pursuant to Clause 26, in which case the laydays shall be extended by the period of such delay	161 162 163 164
	However, if Owners reasonably conclude that, despite the exercise of due diligence, the vessel will not be ready to load by noon on the termination date, Owners may, as soon as they are able to state with reasonable certainty a new date when the vessel will be ready, give notice to Charterers declaring the new readiness date and asking Charterers to elect whether or not to terminate this charter. Unless Charterers within 4 days 48 RUNNING HOURS SATURDAY,SUNDAY,AND INTERNATIONAL HOLIDAYS EXCLUDED after such notice or within \pm 1 days after the termination date (whichever is earlier) declare this charter terminated, Part I(C) shall be deemed to be amended such that the new readiness date stated shall be the commencement date and the second day thereafter shall be the termination date.	165 166 167 168 169 170 171
	The provisions of this Clause and the exercise or non-exercise by Charterers of their option to terminate shall not prejudice any claims which Charterers or Owners may have against each other.	172 173
Laytime	12. The laytime for loading, discharging and all other Charterers' purposes whatsoever shall be the number of running hours specified in Part I(I). Charterers shall have the right to load and discharge at all times, including night, provided that they shall pay for all extra expenses incurred ashore.	174 175 176
Notice of readiness/ Running time	13. (1) Subject to the provisions of Clauses 13(3) and 14, if the vessel loads or discharges cargo other than by transhipment at sea	177 178 179
	(a) Time at each loading or discharging port shall commence to run 6 hours after the vessel is in all respects ready to load or discharge and written notice thereof has been tendered by the master or Owners' agents to Charterers or their agents and the vessel is securely moored at the specified loading or discharging berth. However, if the vessel does not proceed immediately to such berth time shall commence to run 6 hours after (i) the vessel is lying in the area where she was ordered to wait or, in the absence of any such specific order, in a usual waiting area and (ii) written notice of readiness has been tendered and (iii) the specified berth is accessible. A loading or discharging berth shall be deemed inaccessible only for so long as the vessel is or would be prevented from proceeding to it by bad weather , tidal conditions, ice, awaiting daylight, pilot or tugs, or port traffic control requirements (except those requirements resulting from the unavailability of such berth or of the cargo).	180 181 182 183 184 185 186 187 188 189 190
	If Charterers fail to specify a berth at any port, the first berth at which the vessel loads or discharges the cargo or any part thereof shall be deemed to be the specified berth at such port for the purposes of this Clause.	191 192 193
	Notice shall not be tendered before commencement of laydays and notice tendered by radio shall qualify as written notice provided it is confirmed in writing as soon as reasonably possible.	194 195 196
	(b) Time shall continue to run :-	197

	(i) Continue to run until the cargo hoses have been disconnected or	198
	(ii) if the vessel is delayed for Charterers' purposes for more than one hour after disconnection of cargo hoses, until the termination of such delay provided that if the vessel waits at any place other than the berth, time on passage to such other place, from disconnecting of hoses to remoooring/anchorage at such other place, shall not count.	199 200 201 202
	Recommend two hours after disconnection of hoses if the vessel is delayed for Charterers purposes, for documentation and shall continue until the termination of such delay provided that if the vessel waits at any place other than the berth, any time or part of the time on passage to such other place that occurs after two hours from disconnection of hoses shall not count.	
	(2) If the vessel loads or discharges cargo by transshipment at sea time shall count from the arrival of the vessel at the transshipment area or from commencement of the laydays, whichever is later, and, subject to Clause 14(c), shall run until transshipment has been completed and the vessels have separated.	203 204 205
	(2) If the vessel loads or discharges cargo by transshipment at sea time shall commence in accordance with Clause 13 (I) (a) as amended, and run until transshipment has been completed and the vessels have separated AND ALL EQUIPMENT REMOVED , always subject to Clause 14.	
	(3) Notwithstanding anything else in this Clause 13, if Charterers start loading or discharging the vessel before time would otherwise start to run under this charter, time shall run from commencement of such loading or discharging.	206 207 208
	(4) For the purposes of this Clause 13 and of Clause 14 "time" shall mean laytime or time counting for demurrage, as the case may be.	209 210
Suspension of time	14. Time shall not count when	211 212
	(a) spent on inward passage from the vessel's waiting area to the loading or discharging berth specified by Charterers, even if lightening occurred at such waiting area; or	213 214
	(b) spent in handling ballast except to the extent that the cargo operations are carried on concurrently and are not delayed thereby; or	215 216
	(c) lost as a result of	217
	(i) breach of this Charter by Owners; or	218
	(ii) any cause attributable to the vessel, including breakdown or inefficiency of the vessel; or	219
	(iii) strike, lock-out, stoppage or restraint of labour of master, officers or crew of the vessel or tug boats or pilot unless vessel ordered to a port or place where tug or pilot strike already exists at the time of issuing the orders.	220 221
Demurrage	15. (1) Charterers shall pay demurrage at the rate specified in Part I(J)	222
	If the demurrage rate specified in Part I(J) is expressed as a percentage of Worldscale such percentage shall be applied to the demurrage rate applicable to vessels of a similar size to the vessel as provided in Worldscale or, for the purpose of clause 10 and/or if this charter is terminated prior to the commencement of loading, in the New Worldwide Tanker Nominal Freight Scale current at the termination date specified in Part I(C).	223 224 225 226
	Demurrage shall be paid per running day or pro rata for part thereof for all time which, under the provisions of this charter, counts against laytime or for demurrage and which exceeds the laytime specified in Part I (I). Charterers' liability for exceeding the laytime shall be absolute and shall not in any case be subject to the provisions of Clause 32.	227 228 229 230
	(2) If, however, all or part of such demurrage arises out of or results from fire or explosion or strike or failure/breakdown of plant and/or machinery at ports of loading and/or discharging in or about the plant of Charterers, shippers or consignees of the cargo (not being a fire or explosion caused by the negligence or willful act or omission of Charterers, shippers or consignees of the cargo or their respective servants or agents), act of God, act of war, riot, civil commotion, or arrest or restraint of princes rulers or peoples, the rate of demurrage shall be reduced by half for such demurrage or such part thereof.	231 232 234 235 236
	(3) Owners shall notify Charterers within 60 days after completion of discharge if demurrage has been incurred and any demurrage claim together with supporting documentation shall be submitted within 90 days after completion of discharge. If Owners fail to give notice of or to submit any such claim within the time limits aforesaid, Charterers' liability for such demurrage shall be extinguished.	237 238 239 240
	(3) Owners shall notify Charterers within 60 days after completion of discharge if demurrage has been incurred and any demurrage claim shall be fully and correctly documented, and received by Charterers, within 90 days after completion of discharge. If Owners fail to give notice of or to submit any such claim with documentation, as required herein, within the limits aforesaid, Charterers' liability for such demurrage shall be extinguished. CORRECTLY DOCUMENTED SHALL MEAN,LAYTIME STATEMENTS,STATEMENT OF FACTS,NOR,LETTERS OF PROTEST IRRUED	

BY VESSEL,PUMPING LOGS SIGNED BY MASTER SHOWING PRESSURE AT MANIFOLDS ALL DOCUMENTATION TO BE SIGNED BY SHORE/TERMINAL,PROVIDED SUCH SIGNATORIES ARE AVAILABLE AND WILLING.

Vessel inspection	16. Charterers shall have the right, but no duty, to have a representative attend on board the vessel at any loading and/or discharging ports (except locations at sea) and the master and Owners shall co-operate to facilitate his inspection of the vessel and observation of cargo operations. However, such right, and the exercise or non-exercise thereof, shall in no way reduce the master's or Owners' authority over, or responsibility to Charterers and third parties for, the vessel and every aspect of her operation, nor increase Charterers' responsibilities to Owners or third parties for the same.	241 242 243 244 245 246
Cargo inspection	17. Without prejudice to Clause 2 hereof, Charterers shall have the right to require inspection of the vessel's tanks at loading and/or discharging ports (except locations at sea) to ascertain the quantity and quality of the cargo, water and residues on board. Depressurisation of the tanks to permit inspection and/or ullaging shall be carried out in accordance with the recommendations in the latest edition of the International Safety Guide for Oil Tankers and Terminals. Charterers shall also have the right to inspect and take samples from the bunker tanks and other non-cargo spaces. Any delay to the vessel caused by such inspection and measurement or associated depressurizing /re pressurising of tanks shall count against laytime, or if the vessel is on demurrage, for demurrage.	247 248 249 250 251 252 253
Cargo measurement	18. The master shall ascertain the contents of all tanks before and after loading and before and after discharging, and shall prepare tank-by-tank ullage reports of the cargo, water and residues on board which shall be promptly made available to Charterers or their representative if requested. Each such ullage report shall show actual ullage/dips, and densities at observed and standard temperature (15° Celsius). All quantities shall be expressed in cubic metres at both observed and standard temperature.	254 255 256 257 258
Inert gas	19. The vessel's inert gas system (if any) shall comply with Regulation 62, Chapter II-2 of the 1974 Safety of Life at Sea Convention as modified by the Protocol of 1978 and Owners warrant that such system shall be operated in accordance with the guidance given in the IMO publication "Inert Gas Systems (1983)". Should the inert gas system fail, Section 8 (Emergency Procedures) of the said IMO publication shall be strictly adhered to and time lost as a consequence of such failure shall not count against laytime or, if the vessel is on demurrage, for demurrage.	259 260 261 262 263 264
Crude oil washing	20. If the vessel is equipped for crude oil washing Charterers shall have the right to require the vessel to crude oil wash those tanks in which the cargo is carried. If crude oil washing is required by Charterers or any competent authority, any additional discharging time thereby incurred shall count against laytime or, if the vessel is on demurrage, for demurrage, and the number of hours specified in Part I(A) (vii) shall be increased by 0.75 hours per cargo tank washed.	265 266 267 268 269
	20. If the vessel is equipped for crude oil washing Charterers shall have the right to require the vessel to crude oil wash, concurrently with discharge, those tanks in which Charterers' cargo is carried. If crude oil washing is required by Charterers or any competent authority, any additional discharge time thereby incurred, always subject to the next succeeding sentences, shall count against laytime or, if the vessel is on demurrage, for demurrage. The number of hours specified in Part I (A) 1 (vii) as amended shall be increased by 0.6 hours per cargo tank washed, always subject to a maximum increase of 8 hours 12 HRS IF ALL TANKS WASHED OR PRORATA.If vessel fails to maintain AN AVERAGE OF 100 PSI throughout the discharge then any time over 24 hours, EXCLUDING TIME FOR STRIPPING AND MAX 3 HRS FOR STRIPPING plus the additional discharge performance allowance under this clause, shall not count as laytime or demurrage, if on demurrage. This does not reduce Owners' liability for vessel to perform her service with utmost despatch.	
Over age insurance	21. Any additional insurance on the cargo required because of the age of the vessel shall be for Owners' account.	270 271
Ice	22. The vessel shall not be required to force ice or to follow icebreakers. If the master finds that a nominated port is inaccessible due to ice, the master shall immediately notify Charterers requesting revised orders and shall remain outside the ice-bound area; and if after arrival at a nominated port there is danger of the vessel being frozen in, the vessel shall proceed to the nearest safe and ice free position and at the same time request Charterers to give revised orders.	272 273 274 275 276
	In either case if the affected port is	277
	(i) the first or only loading port and no cargo has been loaded, Charterers shall either nominate another port, or give notice canceling this charter in which case they shall pay at the demurrage rate in Part I(J) for the time from the master's notification aforesaid or from notice of readiness on arrival, as the case may be, until the time such cancellation notice is given;	278 279 280 281
	(ii) a loading port and part of the cargo has been loaded, Charterers shall either nominate another port, or order the vessel to proceed on the voyage without completing loading in which case Charterers shall pay for any deadfreight arising therefrom;	282 283 284

	(iii) a discharging port, Charterers shall either nominate another port or order the vessel to proceed to or return to and discharge at the nominated port. If the vessel is ordered to proceed to or return to a nominated port, Charterers shall bear the risk of the vessel being damaged whilst proceeding to or returning to or at such port, and the whole period from the time when the master's request for revised orders is received by Charterers until the vessel can safely depart after completion of discharge shall count against laytime or, if the vessel is on demurrage, for demurrage.	285 286 287 288 289 290
	If, as a consequence of Charterers revising orders pursuant to this clause, the nominated port(s) or the number or rotation of ports is changed freight, shall nevertheless be paid for the voyage which the vessel would otherwise have performed had the orders not been so revised, such freight to be increased or reduced by the amount by which, as a result of such revision of orders,	291 292 293 294
	(a) the time used including any time awaiting revised orders (which shall be valued at the demurrage rate in Part I (J)),	295 296
	(b) The bunkers consumed (which shall be valued at the bunker costs at the port at which bunkers were last taken) and	297 298
	(c) the port charges	299
	For the voyage actually performed are greater or less than those that would have been incurred on the voyage which, but for the revised orders under this Clause, the vessel would have performed.	300 301
Quarantine	23. Time lost due to quarantine shall not count against laytime or for demurrage unless such quarantine was in force at the time when the affected port was nominated by Charterers.	302 303
Agency	24. The vessel's agents shall be nominated by Charterers at nominated loading ports of loading and discharge ports, provided competitive.	304
	Such agents, although nominated by Charterers, shall be employed and paid by Owners .	305
Charterers' obligation at shallow draft port/ Lightening in port	25. (1) (a) If the vessel, with the quantity of cargo then on board, is unable due to inadequate depth of water in the port safely to reach any specified discharging berth and discharge the cargo there always safely afloat, Charterers shall specify a location within port limits where the vessel can discharge sufficient cargo into vessels or lighters to enable the vessel safely to reach and discharge cargo at such discharging berth, and the vessel shall lighten at such location.	306 307 308 309 310
	(b) If the vessel is lightened pursuant to Clause 25(1)(a) then, for the purposes of the calculation of laytime and demurrage, the lightening place shall be treated as the first discharging berth within the port where such lightening occurs.	311 312 313
Charterers' orders/ Change of orders/ Part cargo transhipment	26. (1) If, after loading and/or discharging ports have been nominated, Charterers wish to vary such nominations or their rotation, Charterers may give revised orders subject to Part I(D) and/or (E), as the case may be. Charterers shall reimburse Owners at the demurrage rate provided in Part I(J) for any deviation or delay which may result therefrom and shall pay at replacement price for any extra bunkers consumed.	341 315 316 317
	Charterers shall not be liable for any other loss or expense which is caused by such variation unless promptly on receipt of the revised orders Owners notify Charterers of the expectation of such loss or expense in which case, unless Charterers promptly revoke such orders, Charterers shall be liable to reimburse Owners for any such loss or expense proven.	318 319 320 321
	(2) Subject to Clause 33(6), Charterers may order the vessel to load and/or discharge any part of cargo by transhipment at sea in the vicinity of any nominated port or en route between two nominated ports, in which case Charterers shall reimburse Owners at the demurrage rate specified in Part I(J) for any additional steaming time and/or delay which may be incurred as a consequence of proceeding to and from the location at sea of such transhipment and, in addition, Charterers shall pay at replacement price for any extra bunkers consumed.	322 323 324 325 326
Heating of cargo	—27. If Charterers require cargo heating the vessel shall, on passage to and whilst at discharging port(s), maintain the cargo at the loaded temperature or at the temperature stated in Part I(A) (iv), whichever is the lower. Charterers may request that the temperature of the cargo be raised above or lowered below that at which it was loaded, in which event Owners shall use their best endeavours to comply with such request and Charterers shall pay at replacement price for any additional bunkers consumed and any consequential delay to the vessel shall count against laytime or, if the vessel is on demurrage, for demurrage.	327 328 329 330 331 332
ETA	—28. Owners undertake that, unless Charterers require otherwise, the master shall:	333
	(a) advise Charterers by radio immediately on leaving the final port of call on the previous voyage or within 48 hours after the time and the date of this charter, whichever is the later, of the time and date of the vessel's expected arrival at the first loading port or, if the loading range is in the Arabian Gulf, the time of her expected arrival off Quoin Island;	334 335 336 337
	(b) confirm or amend such advice not later than 72 hours and again not later than 24 hours before the vessel is due at the first loading port or, in the case of a loading range in the Arabian Gulf, off Quoin Island;	338 339 340

	(e) advise Charterers by radio immediately after departure from the final loading port, of the vessel's expected time of arrival at the first discharging port or the area at sea to which the vessel has been instructed to proceed for wireless orders, and confirm or amend such advice not later than 72 hours and again not later than 24 hours before the vessel is due at such port or area;	341 342 343 344
	(d) immediately radio any variation of more than six hours from expected times of arrival at loading or discharging ports, Quoin Island or such area at sea to Charterers;	345 346
	(e) address all radio messages in accordance with Part I(K)	347
	Owners shall be responsible for any consequences or additional expenses arising as a result of non-compliance with this Clause. MASTER TO GIVE ETA NOTICES AS REQUIRED IN CHARTERERS VOYAGE ORDERS.	348 349
Packed cargo	29. Charterers have the option of shipping products and/or general cargo in available dry cargo space, the quantity being subject to the master's discretion. Freight shall be payable at the bulk rate in accordance with Clause 5 and Charterers shall pay in addition all expenses incurred solely as a result of the packed cargo being carried. Delay occasioned to the vessel by the exercise of such option shall count against laytime or, if the vessel is on demurrage, for demurrage.	350 351 352 353 354
Subletting/ Assignment	30. Charterers shall have the option of sub-chartering the vessel and/or of assigning this charter to any person or persons, or any other company but Charterers shall always remain responsible for the due fulfillment of all the terms and conditions of this charter. And Charterers shall countersign all LOIs	355 356 357
Liberty	31. The vessel shall be at liberty to tow or be towed, to assist vessels in all positions of distress, to call at any port or ports for bunkers, to sail without pilots, and to deviate for the purpose of saving life or property or for the purpose of embarking or disembarking persons spares or supplies by helicopter or for any other reasonable purpose.	358 359 360 361
Exceptions	32. (a) The vessel, her master and Owners shall not, unless otherwise in this charter expressly provided, be liable for any loss or damage or delay or failure arising or resulting from any act, neglect or default of the master, pilots, mariners or other servants of Owners in the navigation or management of the vessel; fire unless caused by the actual fault or privity of Owners; collision or stranding; dangers and accidents of the sea; explosion, bursting of boilers, breakage of shafts or any latent defect in hull, equipment or machinery; provided, however, that Part I(A) and Clauses 1 and 2 hereof shall be unaffected by the foregoing. Further, neither the vessel, her master or Owners, nor Charterers shall, unless otherwise in this charter expressly provided, be liable for any loss or damage or delay or failure in performance hereunder arising or resulting from act of God, act of war, act of public enemies, seizure under legal process, quarantine restrictions, strikes, lock-outs, restraints of labour, riots, civil commotions or arrest or restraint of princes rulers or people. (b) Nothing in this charter shall be construed as in any way restricting, excluding or waiving the right of Owners or of any other relevant persons to limit their liability under any available legislation or law. (c) Clause 32(a) shall not apply to or affect any liability of Owners or the vessel or any other relevant person in respect of (i) loss of or damage caused to any berth, jetty, dock, dolphin, buoy, mooring line, pipe or crane or other works or equipment whatsoever at or near any port to which the vessel may proceed under this charter, whether or not such works or equipment belong to Charterers, or (ii) any claim (whether brought by Charterers or any other person) arising out of any loss of or damage to or in connection with the cargo. Any such claim shall be subject to The Hague-Visby Rules or The Hague Rules or The Hamburg Rules as the case may be, which ought pursuant to Clause 37 hereof to have been incorporated in the relevant bill of lading (whether or not such Rules were so incorporated), or if no such bill of lading is issued to The Hague-Visby Rules unless The Hamburg Rules compulsorily apply in which case to The Hamburg Rules.	362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384
Bills of lading	33. (1) Subject to the provisions of this Clause Charterers may require the master to sign lawful bills of lading for any cargo in such form as Charterers direct. (2) The signing of bills of lading shall be without prejudice to this charter and Charterers hereby indemnify Owners against all liabilities that may arise from signing bills of lading to the extent that the same impose liabilities upon Owners in excess of or beyond those imposed by this charter. (3) All bills of lading presented to the master for signature, in addition to complying with the requirements of Clauses 35, 36 and 37, shall include or effectively incorporate clauses substantially similar to the terms of Clauses 22, 33(7) and 34. (4) All bills of lading presented for signature hereunder shall show a named port of discharge. If when bills of lading are presented for signature discharging port(s) have been nominated hereunder, the discharging port(s) shown on such bills of lading shall be in conformity with the nominated port(s). If at the time of such presentation no such nomination has been made hereunder, the discharging port(s) shown on such bills of lading must be within Part I(E) and shall be deemed to have been nominated hereunder by virtue	385 386 387 388 389 390 391 392 393 394 395 396 397

	of such presentation.	398
	(5) Article III Rules 3 and 5 of the Hague-Visby Rules shall apply to the particulars included in the bills of lading as if Charterers were the shippers, and the guarantee and indemnity therein contained shall apply to the description of the cargo furnished by or on behalf of Charterers.	399 400 401
	(6) Notwithstanding any other provisions of this charter, Owners shall not be obliged to comply with any orders from Charterers to discharge all or part of the cargo	402 403
	(i) at any port other than that shown on the bills of lading (except as provided in Clauses 22 or 34) and/or	404 405
	(ii) without presentation of an original bill of lading	406
	unless they have received from Charterers both written confirmation of such orders and an indemnity acceptable to Owners.	407 408
	(7) The master shall not be required or bound to sign bills of lading for any blockaded port or for any port which the master or Owners in his or their discretion consider dangerous or impossible to enter or reach.	409 410
	(8) Charterers hereby warrant that on each and every occasion that they issue orders under Clauses 22, 26, 34 or 38 they will have the authority of the holders of the bills of lading to give such orders, and that such bills of lading will not be transferred to any person who does not concur therein.	411 412 413
War risks	34. (1) If	414
	(a) any loading or discharging port to which the vessel may properly be ordered under the provisions of this charter or bills of lading issued pursuant to this charter be blockaded, or	415 416
	(b) owing to any war, hostilities, warlike operation, civil commotions, revolutions, or the operation of international law (i) entry to any such loading or discharging port or the loading or discharging of cargo at any such port be considered by the master or Owners in his or their discretion dangerous or prohibited or (ii) it be considered by the master or Owners in his or their discretion dangerous or impossible or prohibited for the vessel to reach any such loading or discharging port,	417 418 419 420 421 422
	Charterers shall have the right to order the cargo or such part of it as may be affected to be loaded or discharged at any other loading or discharging port within the ranges specified in Part I(D) or (E) respectively (provided such other port is not blockaded and that entry thereto or loading or discharging of cargo thereat or reaching the same is not in the master's or Owners' opinion dangerous or impossible or prohibited).	423 424 425 426
	(2) If no orders be received from Charterers within 48 hours after they or their agents have received from Owners a request for the nomination of a substitute port, then	427 428
	(a) if the affected port is the first or only loading port and no cargo has been loaded, this charter shall terminate forthwith;	429 430
	(b) if the affected port is a loading port and part of the cargo has already been loaded, the vessel may proceed on passage and Charterers shall pay for any deadfreight so incurred;	431 432 433
	(c) if the affected port is a discharging port, Owners shall be at liberty to discharge the cargo at any port which they or the master may in their or his discretion decide on (whether within the range specified in Part I(E) or not) and such discharging shall be deemed to be due fulfillment of the contract or contracts of affreightment so far as cargo so discharged is concerned.	434 435 436 437 438
	(3) If in accordance with Clause 34(1) or (2) cargo is loaded or discharged at any such other port, freight shall be paid as for the voyage originally nominated, such freight to be increased or reduced by the amount by which, as a result of loading or discharging at such other port,	439 440 441
	(a) the time on voyage including any time awaiting revised orders (which shall be valued at the demurrage rate in Part I(J)),	442 443
	(b) the bunkers consumed (which shall be valued at the bunker costs at the port at which bunkers were last taken), and	444 445
	(c) the port charges	446
	For the voyage actually performed are greater or less than those which would have been incurred on the voyage originally nominated Save as aforesaid, the voyage actually performed shall be treated for the purpose of this Charter as if it were the voyage originally nominated.	447 448 449
	(4) The vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any otherwise whatsoever given by the government of the nation under whose flag the vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations anything is done or is not done, such shall not be deemed a deviation.	450 451 452 453 454 455 456 457

	<p>If by reason of or in compliance with any such directions or recommendations the vessel does not proceed to the discharging port or ports originally nominated or to which she may have been properly ordered under the provisions of this charter or bills of lading issued pursuant to this charter, the vessel may proceed to any discharging port on which the master or Owners in his or their discretion may decide and there discharge the cargo. Such discharging shall be deemed to be due fulfillment of the contract or contracts of affreightment and Owners shall be entitled to freight as if discharging had been effected at the port or ports originally nominated or to which the vessel may have been properly ordered under the provisions of this charter or bills of lading issued pursuant to this charter. All extra expenses involved in reaching and discharging the cargo at any such other discharging port shall be paid by Charterers and Owners shall have a lien on the cargo for all such extra expenses.</p>	458 459 460 461 462 463 464 465 466
Both to blame clause	<p>35. If the liability for any collision in which the vessel is involved while performing this charter falls to be determined in accordance with the laws of the United States of America, the following clause, which shall be included in all bills of lading issued pursuant to this charter shall apply:-</p> <p>"If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of the said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of the said cargo and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or the Carrier.</p> <p>The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact."</p>	467 468 469 470 471 472 473 474 475 476 477 478 479
General average/ New Jason Clause	<p>36. General average shall be payable according to the York/Antwerp Rules, 1974, and shall be adjusted in London, but should the adjustment be made in accordance with the law and practice of the United States of America, the following clause, which shall be included in all bills of lading issued pursuant to this charter, shall apply:-</p> <p>36. General average shall be payable according to the York/Antwerp Rules as amended 1994- 1974 AS AMENDED 1990 AND THEREAFTER and shall be adjusted in London. All disputes relating to General Average shall be resolved in London in accordance with English Law. Without prejudice to the foregoing, should the adjustments be made in accordance with the Law and practice of the United States of America the following clause, which shall be included in all Bills of Lading issued pursuant to this Charter, shall apply:-</p> <p>"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo.</p> <p>If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier or its agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Carrier before delivery."</p>	480 481 482 483 484 485 486 487 488 489 490 491 492 493
Clause paramount	<p>37. The following clause shall be included in all bills of lading issued pursuant to this charter:-</p> <p>"CLAUSE PARAMOUNT</p> <p>(1) Subject to sub-clauses (2) or (3) hereof, this bill of lading shall be governed by, and have effect subject to, the rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 (hereafter the "Hague Rules") as amended by the Protocol signed at Brussels on 23rd February 1968 (hereafter the "Hague-Visby Rules"). Nothing contained herein contained shall be deemed to be either a surrender by the Carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the Hague-Visby Rules.</p> <p>(2) If there is governing legislation which applies the Hague Rules compulsorily to this bill of lading, to the exclusion of the Hague-Visby Rules, then this bill of lading shall have effect subject to the Hague Rules. Nothing herein contained shall be deemed to be either a surrender by the Carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the Hague Rules.</p> <p>(3) If there is governing legislation which applies the Hamburg rules compulsorily to this bill of lading to the exclusion of the Hague-Visby Rules, then this bill of lading shall have effect subject to the</p>	494 495 496 497 498 499 500 501 502 503 504 505 506

Hamburg Rules. Nothing herein contained shall be deemed to be either a surrender by the carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the Hamburg Rules.

~~(3)~~ (4) If any term of this bill of lading is repugnant to the Hague-Visby Rules, or the Hague Rules **or Hamburg Rules**, if applicable, such term shall be void to that extent but no further. 507 508

(4) (5) Nothing in this bill of lading shall be construed as in any way restricting, excluding or waiving the right of any relevant party or person to limit his liability under any available legislation and/or law. 509 510

Back loading

~~38. Charterers may order the vessel to load a part cargo at any nominated discharging port, and to discharge such part cargo at a port(s) to be nominated by Charterers within the range specified in Part I(E) and within the rotation of the discharging ports previously nominated, provided that such part cargo is of the description specified in Part I(F) and that the master in his absolute discretion determines that the cargo can be loaded, segregated and discharged without risk of contamination by, or of, any other cargo remaining on board.~~ 511 512 513 514 515

~~Charterers shall pay a lump sum freight in respect of such part cargo calculated at the demurrage rate specified in Part I(J) on any additional time used by the vessel as a result of loading, carrying or discharging such part cargo.~~ 516 517 518

~~Any additional expenses, including port charges, incurred as a result of loading or discharging such part cargo shall be for Charterers' account.~~ 519 520

~~—38. Charterers may order the vessel to discharge and/or backload a part or full cargo at any nominated port within the loading/discharging ranges specified within Part 1 (D/E) and within the rotation of the ports previously nominated, provided that any cargo loaded is of the description specified in Part 1 (F) and that the Master in his reasonable discretion determine that the cargo can be loaded, segregated and discharged without risk of contamination by, or of any other cargo.~~

~~—Charterers shall pay in respect of loading, carrying and discharging such cargo as follows:-~~

~~1) A lumpsum freight calculated at the demurrage rate specified in Part 1 (J) on any additional port time used by the vessel; and~~

~~2) any additional expenses, including port charges incurred, and~~

~~3) if the vessel is fixed on a Worldscale rate in Part 1 (G) then freight shall always be paid for the whole voyage at the rate(s) specified in Part 1 (G) on the largest cargo quantity carried on any ocean leg.~~

Bunkers

~~—39. Owners shall give Charterers or any other company in the Royal Dutch/Shell Group of Companies first option to quote for the supply of bunker requirements for the performance of this charter.~~ 521 522

Oil pollution prevention

40. (1) Owners shall ensure that the master shall:- 523

(a) comply with MARPOL 73/78 including in particular and without limitation Regulation 9, Chapter II of the International Convention for the Prevention of Pollution from Ships 1973; 542 525

(b) collect the drainings and any tank washings into a suitable tank or tanks and, after maximum separation of free water, discharge the bulk of such water overboard, consistent with the above regulations; and 526 527 528

(c) thereafter notify Charterers promptly of the amounts of oil and free water so retained on board and details of any other washings retained on board from earlier voyages (together called the "collected washings"). 529 530 531

(d) **not to load on top of such "collected washing" without specific instructions from Charterers.**

(2) On being so notified, Charterers, in accordance with their rights under this Clause (which shall include without limitation the right to determine the disposal of the collected washings), shall before the vessel's arrival at the loading berth (or if already arrived as soon as possible thereafter) give instructions as to how the collected washings shall be dealt with. Owners shall ensure that the master on the vessel's arrival at the loading berth (or if already arrived as soon as possible thereafter) shall arrange in conjunction with the cargo suppliers for the measurement of the quantity of the collected washings and shall record the same in the vessel's ullage record. 532 533 534 535 536 537 538

(3) Charterers may require the collected washings to be discharged ashore at the loading port, in which case no freight shall be payable on them. 539 540

(4) Alternatively Charterers may require either that the cargo be loaded on top of the collected washings and the collected washings be discharged with the cargo, or that they be kept separate from the cargo in which case Charterers shall pay for any deadfreight incurred thereby in accordance with Clause 8 and shall, if practicable, accept discharge of the collected washings at the discharging port or ports. 541 542 543 544

In either case, provided that the master has reduced the free water in the collected washings to a minimum consistent with the retention on board of the oil residues in them and consistent with sub-Clause (1)(a) 545 546

above, freight in accordance with Clause 5 shall be payable on the quantity of the collected washings as if such quantity were included in a bill of lading and the figure therefor furnished by the shipper provided, however, that

- (i) if there is provision in this charter for a lower freight rate to apply to cargo in excess of an agreed quantity, freight on the collected washings shall be paid at such lower rate (provided such agreed quantity of cargo has been loaded) and
- (ii) if there is provision in this charter for a minimum cargo quantity which is less than a full cargo, then whether or not such minimum cargo quantity is furnished, freight on the collected washings shall be paid as if such minimum cargo quantity had been furnished, provided that no freight shall be payable in respect of any collected washings which are kept separate from the cargo and not discharged at the discharge port.

(5) Whenever Charterers require the collected washings to be discharged ashore pursuant to this Clause, Charterers shall provide and pay for the reception facilities, and the cost of any shifting therefor shall be for Charterers' account. Any time lost discharging the collected washings and/or shifting therefor shall count against laytime or, if the vessel is on demurrage, for demurrage.

TOVALOP

41. Owners warrant that the vessel:
- (i) is a tanker owned by a Participating Owner in TOVALOP and
 - (ii) is entered in the P & I Club stated in Part I(A) (xii)

And will so remain during the currency of this charter.

~~When an escape or discharge of Oil occurs from the vessel and causes or threatens to cause Pollution Damage, or when there is the Threat of an escape or discharge of Oil (i.e. a grave and imminent danger of the escape or discharge of Oil which, if it occurred, would create a serious danger of Pollution Damage, whether or not an escape or discharge in fact subsequently occur), then Charterers may, at their option upon notice to Owners or master, undertake such measures as are reasonably necessary to prevent or minimise such Pollution Damage or to remove the Threat, unless Owners promptly undertake the same. Charterers shall keep Owners advised of the nature and result of any such measures taken by them and, if time permits, the nature of the measures intended to be taken by them. Any of the aforementioned measures taken by Charterers shall be deemed taken on Owners' authority and as Owners agents, and shall be at Owners' expense except to the extent that:~~

- ~~(1) Any such escape or discharge or Threat was caused or contributed to by Charterers, or~~
- ~~(2) by reason of the exceptions set out in Article III, paragraph 2, of the 1969 International Convention on Civil Liability for Oil Pollution Damage or any protocol thereto, Owners are or, had the said Convention applied to such escape or discharge or to the Threat, would have been, exempt from liability for the same, or~~
- ~~(3) the cost of such measures together with all other liabilities, costs and expenses of Owners arising out of or in connection with such escape or discharge or Threat exceeds the maximum liability applicable to the vessel under TOVALOP as at the time of such escape or discharge or threat, save and insofar as Owners shall be entitled to recover such excess under either the 1971 International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage or under CRISTAL.~~

~~PROVIDED ALWAYS that if Owners in their absolute discretion consider said measures should be discontinued. Owners shall so notify Charterers and thereafter Charterers shall have no right to continue said measures under the provisions of this Clause and all further liability to Charterers under this Clause shall thereupon cease.~~

~~The above provisions are not in derogation of such other rights as Charterers or Owners may have under this Charter or may otherwise have or acquire by law or any international convention or TOVALOP.~~

~~The term "TOVALOP" means the Tanker Owners' Voluntary Agreement Concerning Liability for Oil Pollution dated 7th January 1969, as amended from time to time, and the term "CRISTAL" means the Contract Regarding an Interim Supplement to Tanker Liability for Oil Pollution dated 14th January 1971, as amended from time to time. The terms, "Participating Owner", "Oil" and, "Pollution Damage" shall for the purposes of this clause have the meanings ascribed to them in TOVALOP.~~

41. ITOPF Clause

Owners warrant that throughout the duration of this Charter the vessel will be:

- i) owned or demise chartered by a member of the "International Tanker Owners' Pollution Federation Limited", and
- ii) entered in the Protection and Indemnity (P&I) Club stated in Part I (A) 1 (xii) as amended.

Lien 42. Owners shall have an absolute lien upon the cargo and all sub freights for all amounts due under this charter and the cost of recovery thereof including any expenses whatsoever arising from the exercise of such

lien.

Law and litigation	43. (a) This charter shall be construed and the relations between the parties determined in accordance with the laws of England.	600 601
	(b) any dispute arising under this charter shall be decided by the English Courts to whose jurisdiction the parties hereby agree.	602 603
	(c) Notwithstanding the foregoing, but without prejudice to any party's right to arrest or maintain the arrest of any maritime property, either party may, by giving written notice of election to the other party, elect to have any such dispute referred to the arbitration of a single three arbitrators (<i>Refer Essar Provisions Clause No. 2 ARBITRATION CLAUSE</i>) in London in accordance with the provisions of the Arbitration Act 1950 1996 , or any statutory modification or re-enactment thereof for the time being in force.	604 605 606 607 608
	(i) A party shall lose its right to make such an election only if:	609
	(a) it receives from the other party a written notice of dispute which -	610
	(1) states expressly that a dispute has arisen out of this charter;	611
	(2) specifies the nature of the dispute; and	612
	(3) refers expressly to this clause 43(c) and;	613
	(b) it fails to give notice of election to have the dispute referred to arbitration not later than 30 days from the date of receipt of such notice of dispute.	614 615
	(ii) the parties hereby agree that either party may -	616
	(a) appeal to the High Court on any question of law arising out of an award;	617
	(b) apply to the High Court for an order that the arbitrator state the reasons for his award;	618
	(c) give notice to the arbitrator that a reasoned award is required; and	619
	(d) apply to the High Court to determine any question of law arising in the course of the reference	620 621
	(d) It shall be a condition precedent to the right of any party to a stay of any legal proceedings in which maritime property has been, or may be, arrested in connection with a dispute under this charter, that that party furnishes to the other party security to which that other party would have been entitled in such legal proceedings in the absence of a stay.	622 623 624 625
Construction	44. The side headings have been included in this charter for convenience of reference only and shall in no way affect the construction hereof.	626 627

SHELL ADDITIONAL CLAUSES - 1st February, 1999.

1. Indemnity Clause

If Charterers by telex, facsimile or other form of written communication that specifically refers to this Clause/Addendum request Owners to discharge a quantity of cargo either :-

(A) without bills of lading and/or

(B) at a discharge place other than that named in a bill of lading and/or

(C) that is different from the bill of lading quantity OWNERS AGREE TO DISCHARGE THE ENTIRE CARGO AGAINST CHARTERERS' SINGLE LETTER OF INDEMNITY FOR NON-PRODUCTION OF BILL(S) OF LADING AND / OR CHANGE OF DESTINATION. THIS LETTER WILL BE AS PER OWNERS' P AND I CLUB WORDING, AS ATTACHED, AND TO BE SIGNED BY CHARTERERS ONLY.

then Owners shall discharge such cargo in accordance with Charterers' instructions in consideration of receiving a letter of the following indemnity which shall be deemed to be given by Charterers on each and every such occasion and which is limited in value to 200 per cent of the C.I.F. value of the cargo on board :

- ~~i) Charterers shall indemnify Owners, and Owners' servants and agents in respect of any liability loss or damage of whatsoever nature (including legal costs as between attorney or solicitor and client and associated expenses) which Owners may sustain by reason of delivering such a cargo in accordance with Charterers' request.~~
- ~~ii) If any proceeding is commenced against Owners or any of Owners' servants or agents in connection with the vessel having delivered cargo in accordance with such request, Charterers shall provide Owners or any of Owners' servants or agents from time to time on demand with sufficient funds to defend the said proceedings.~~
- ~~iii) If the vessel or any other vessel or property belonging to Owners should be arrested or detained, or if the arrest or detention thereof should be threatened, by reason of discharge in accordance with Charterers' instruction as aforesaid, Charterers shall provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such vessel or property and Charterers shall indemnify Owners in respect of any loss, damage or expenses caused by such arrest or detention whether or not the same may be justified.~~
- ~~iv) Charterers shall, if called upon to do so at any time while such cargo is in Charterers' possession, custody or control, redeliver the same to Owners.~~
- ~~v) As soon as all original bills of lading for the above cargo which name as discharge port the place where delivery actually occurred shall have arrived and/or come into Charterers' possession, Charterers shall produce and deliver the same to Owners, whereupon Charterers' liability hereunder shall cease.~~

~~— Provided however, if Charterers have not received all such original bills of lading by 24.00 hours on the day 36 calendar months after the date of discharge, then this indemnity shall~~

~~terminate at that time unless before that time Charterers have received from Owners written notice that:~~

- ~~a) Some person is making a claim in connections with Owners delivering cargo pursuant to Charterers' request or~~
- ~~b) Legal proceedings have been commenced against Owners and/or carriers and/or Charterers and/or any of their respective servants or agents and/or the vessel for the same reason.~~

~~When the Charterers have received such a notice, then this indemnity shall continue in force until such claim or legal proceedings are settled. Termination of this indemnity shall not prejudice any legal rights a party may have outside this indemnity.~~

- ~~vi) Owners shall promptly notify Charterers if any person (other than a person to whom Charterers ordered cargo to be delivered) claims to be entitled to such cargo and/or if the vessel or any other property belonging to Owners is arrested by reason of any such discharge of cargo.~~
- ~~vii) This indemnity shall be governed and construed in accordance with the English Law and each and any dispute arising out of or in connection with this indemnity shall be subject to the jurisdiction of the High Court of Justice of England.~~

2. Original Bill of Lading Clause

~~Owners hereby agree that original Bill(s) of Lading, if available, will be allowed to be placed onboard. If original Bill(s) of Lading are placed on board, Owners agree that vessel will discharge cargo against such Bill(s) Lading carried onboard, on receipt of Receivers' proof of identity.~~

3. Insurance Clause

1) Oil Pollution

It is a condition of this Charter that Owners have in place cover for oil pollution of upto the maximum available through the International group of P&I Clubs (currently United States Dollars One Billion) and excess oil pollution cover available through either Owners' P&I club and/or first class market underwriters so that total minimum coverage is never less than United States Dollars One Billion. If requested by Charterers, Owners shall immediately furnish to Charterers full and proper evidence of the coverage (minimum of United States Dollars One Billion).

2) Civil Liability Clause

Owners warrant that the vessel carries on board a certificate of insurance as required by the Civil Liability Convention for Oil Pollution damage. Owners further warrant that said certificate will be maintained effective throughout the duration of performance under this Charter. All time, cost and expenses as a result of Owners' failure to comply with the foregoing shall be for Owners' account.

3) Hull and Machinery

Owners warrant that they have in full force and effect Hull and Machinery insurance placed through reputable Brokers on Institute Time Clauses - Hull 1/10/83 for the value of **U.S.\$ 21.50 MIO**(TWENTY ONE MILLION AND FIFTY THOUSAND). Such insurance to be maintained for the duration of this Charter. ~~Owners shall furnish H & M policy cover note.~~

4) War Risk Clause

~~Owners to pay for the annual war risk insurance. Any Additional war risk premium paid by the owners (in Line with the London / Norway / Japanese insurance market) for trading Within the war risk area payable on the value of hull and machinery / war risk insurance value totalling US\$ xxx million will be reimbursed by Charterers against owners' invoice duly supported by proof of payment and policy cover note from the war underwriters.~~

~~The period for which the additional war risk premium is payable shall commence when the vessel enters a war risk zone as designated by the London Insurance Market and cease when the vessel leaves such zone. If the vessel is already in such a zone at time of fixing clean of subjects, the period shall commence from the time of departing from last position or last port of call to commence the voyage under this charter and cease when she leaves such a zone. Any discount or rebate refunded to owners shall be passed on to Charterers.~~

~~For the avoidance of doubt it is agreed that if the vessel is bound to enter an excluded area in order to arrive at the loadport, or if the vessel will have to steam away from the discharge port in order to leave an excluded area then the additional premiums and bonuses payable by charterers shall include those payable from the time the vessel passes into the excluded area inward bound to the loadport and until the time the vessel passes out of the excluded area outward bound from the discharge port calculated at normal speeds and prudent navigation.~~

~~Any premium and increase thereto, attributable to closure insurance (i.e. blocking and trapping) and crew war bonus shall be for Owners' account.~~

OWNERS SHALL 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 GENERAL PREMIUMS AND/OR CALLS THEREFORE SHALL BE FOR THEIR ACCOUNT. CREW WAR BONUSES SHALL BE FOR OWNERS ACCOUNT AS AT THE DATE OF THIS CHARTER. WAR RISKS INSURANCE ADDITIONAL PREMIUMS INCURRED AS A RESULT OF THE VESSEL ENTERING AN EXCLUDED AREA ('ADDITIONAL PREMIUM' AS DESIGNATED BY OWNERS WAR RISK UNDERWRITERS) SHALL BE FOR CHARTERER'S ACCOUNT, NET OF ALL DISCOUNTS OR REBATES AND PROVIDED ALWAYS THAT CHARTERERS ARE GIVEN NOTICE OF THE AMOUNT OF SUCH ADDITIONAL PREMIUM AS SOON AS POSSIBLE AND, IN ANY EVENT, BEFORE SUCH ADDITIONAL PREMIUM IS PAID.

THE BENEFIT OF DISCOUNTS OR REBATES ON ADDITIONAL PREMIUM RECEIVED BY OWNERS FROM THEIR WAR RISKS INSURERS, UNDERWRITERS OR BROKERS SHALL BE CREDITED TO CHARTERERS IN FULL. CHARTERERS SHALL REIMBURSE OWNERS ANY AMOUNTS DUE UNDER THIS CLAUSE UPON RECEIPT OF OWNERS' INVOICE TOGETHER WITH FULL SUPPORTING DOCUMENTATION INCLUDING ALL ASSOCIATED DEBIT AND CREDIT NOTES, AND PROOF OF PAYMENT.

FOR THE AVOIDANCE OF DOUBT ANY 'BLOCKING AND TRAPPING', 'LOSS OF PROFIT', 'LOSS OF HIRE', 'LOSS OF FREIGHT', OR 'LOSS OF BUNKERS' INSURANCE TAKEN OUT BY OWNERS IN RESPECT OF THE VESSEL, AND ANY ADDITIONAL PREMIUM RELATING THERETO ARISING FROM CHARTERERS' TRADING OF THE VESSEL, SHALL BE FOR OWNERS' ACCOUNT. (H&M VALUE USD 21.50 MIO)

5) — Year 2000

~~Owners hereby warrant that they shall comply with all procedures and requirements of whatsoever nature imposed by insurers, whether Hull and Machinery, War Risks, P&I, excess oil pollution or any others in order to maintain usual coverage for loss, damage, liability or expense directly or indirectly caused by or in way in consequences of:~~

~~the failure or anticipated failure or inability of any computer system, software, hardware, integrated circuit, microchip, operating system and/or any other electronic device or component, whether or not belonging to or in possession of Owners or of any third party, correctly, unambiguously or completely to assign, exchange, interpret, manipulate, process, recognise, sequence or transfer any time, date or date-like code, data or information:~~

~~any implemented or attended change or modification or test of any computer system, software, hardware, integrated circuit, microchip, operating system and/or any other electronic device or component, whether or not belonging to or in possession of Owners or of any third party, in anticipation of or in response to any change of year, date or time, or any advice given or services performed in connection with any such change or modification:~~

~~any non-use or unavailability for use for any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of Owners or of any third part related to (A) and /or (B) above.~~

4. Early Loading Clause

If vessel is able to, and Charterers so instruct, the vessel shall load earlier than commencement of laydays and the following shall apply. ANY TIME SAVED TO BE SHARED 50/50

~~Charterers shall have the benefit of such time saved when calculating laytime and/or demurrage at subsequent ports of call, and/or waiting places en route between ports. Such benefit shall be the time between commencement of loading until the commencement of the original laydays.~~

5. Drug and Alcohol Clause

Owner is aware of the problem of the Drug and Alcohol abuse and warrants that it has an active written policy in force, covering the vessel, which meets or exceeds the standards set out in the "Guidelines for the Control of Drugs and Alcohol onboard Ship" as published by the Oil Companies International Marine Forum (OCIMF) dated June, 1995. Owner further warrants that this policy shall remain in force during the period of this Charter and such policy shall be adhered to throughout this Charter.

6. Charges / Claims Clause

Charterers shall be discharged and released from all liability in respect of any charges/ claims (other than Demurrage) including but not limited to:-

- detention, deviation, shifting, heating, dead-freight, speed up, slow down, port costs, ~~additional freight, indemnity claims, insurance,~~ Worldscale charges / dues;

Owner may send to Charterers under this Charter unless any such charges / claims have been received by Charterer in writing, fully and correctly documented within ~~ninety (90)~~ 120(ONE HUNDRED AND TWENTY) days from completion of discharge of the cargo concerned under this Charter. Clause 15(3) as amended of Shellvoy 5 covers the notification and fully documented claim procedure for demurrage. Claims arising out of the BL(s) or LOI(s) are not subject to this time bar

7. Worldscale Dues Clause

Any costs itemised under applicable "Worldscale" as being for Charterers' account shall, unless otherwise instructed by Charterers, be paid by Owners and reimbursed by Charterers together with freight against Owners' fully documented claim.

8. ITWF Clause

Owners undertake that the terms of employment of the vessel's staff and crew will always remain acceptable to the International Transport Workers Federation or equivalent on a World-wide basis. All time, costs and expenses incurred as a result of Owners' failure to comply with foregoing shall be for Owners' account.

9. Letter of Protest / Deficiencies Clause

It is a condition of this Charter that from the time the vessel sails to the first load port there will be no Letter(s) of Protest (L.O.P.'s) or deficiencies outstanding against the vessel to the best of Owners' knowledge. This refers specifically to L.O.P.'s or deficiencies issued by Terminal Inspectorate or similar Port or Terminal Authorities. This applies specifically to any Saudi Arabian port and also to any other port Charterers may order the vessel to under this Charter. Without prejudice to Charterers' other rights under this clause all time, cost and expenses as a result of Owners' failure to comply with the foregoing shall be for Owners' account.

10. Documentation Clause

Owners shall ensure that the Master and Agents produce documentation and provide Charterers with copies of all such documentation relevant to each port and berth call and all transshipments at sea, including but not limited to:-

- Notice of Readiness / Statement of Facts / ~~Shell Form 19x~~ / ~~Time sheet(s)~~ / Letter(s) of Protest (LOP) / Hourly pumping logs / COW performance logs;

by facsimile (to number advised in the voyage instructions). These documents to be faxed within 48 hours from sailing from each load or discharge port or transshipment area. If the vessel is described in attached questionnaire as not having a facsimile machine onboard the Master shall advise Charterers, within 48 hours from sailing from each port under this Charter, of the documents he has available and ensures copies of such documents are faxed by agents to Charterers from the relevant port of call or at latest from the next port of call. Complying with this clause does not affect the terms of Clause 15(3) as amended of Shellvoy 5 with regard to notification and submission of a fully documented claim for demurrage or additional Clause 6 hereof.

If any actions or facilities of Suppliers / Receivers / Terminal or Charterers, as applicable, impinge on the vessel's ability to perform the warranties and/or guarantees of performance under this Charter the Master must issue a LOP to such effect. If the Master fails to issue such LOP then Owners shall waive any rights to claim.

Master and Agents shall ensure that all documents concerning port / berth and cargo activities at all ports/berths and transshipment at sea places are signed by both an officer of the vessel and a representative of either Suppliers / Receivers / Terminal or Charterers, as applicable.

If such a signature from Suppliers / Receivers / Terminal or Charterers, as applicable is not obtainable, the Master or his Agents should issue a LOP to such effect.

All LOP's issued by Master or his Agents or received by Master or his agents must be forwarded to Charterers as per the terms of this clause.

11. Adherence to Voyage Instruction Clause

- A) Owners shall be responsible and indemnify Charterers for any time, costs, delays or loss including but not limited to use of laytime, demurrage, deviation expenses, lightening costs and associated fees and expenses, due to any failure whatsoever to comply fully with Charterers' voyage instructions PROVIDED SAME ARE IN FULL COMPLIANCE WITH C/P TERMS AND CONDITIONS, including, without limitation to the generality of the foregoing, loading more cargo than permitted under the International Load Line Convention, for the time being in force, or for not leaving sufficient space for expansion of cargo or loading more or less cargo than Charterers specified.

This clause shall have effect notwithstanding the provision of Clause 32(a) of Part II of Shellvoy 5 or Owners' defenses under the Hague-Visby Rules.

- B) Without prejudice to the provisions of sub-clause (A) of this clause, if a conflict arises between terminal orders and Charterers' voyage instructions, the Master shall stop cargo operations and contact Charterers immediately. Terminal orders shall never supersede Charterers' voyage instructions and any conflict shall be resolved prior to resumption of cargo operations. The vessel shall not resume cargo operations until Charterers have directed vessel to do so. Failure of Owners to comply with the procedure set forth above shall result in the deduction from laytime or demurrage time of the time used in resolving the vessel/terminal instruction conflict. And provided such voyage orders are given timely

12. ~~Administration Clause (Refer Essar Rider Clause No. 14)~~

~~The agreed terms and conditions of this Charter shall be recorded and evidenced by the production of a fixture recap sent to both Charterers and Owners within 24 hours of fixture being concluded. This recap shall state the name and date of the Standard Pre printed Charter Party Form, on which the Charter is based, along with all amendments / additions / deletions to such Charter Party Form. All the Shell February 1999 additional clauses agreed should be referred to by name and number only unless amendments/additions/deletions to these additional clauses have been made, whereupon the amended clauses shall be reproduced with full wording. All further additional clauses agreed shall be reproduced in the recap with full wording.~~

~~The fixture recap shall be approved and acknowledged as correct by both Owners and Charterers to either the Ship Broker through whom they negotiated or, if no Ship Broker was involved, to each other within two working days after fixture concluded. No Formal written and signed Charter Party will be produced unless specifically requested by Charterers or Owners or is required by additional clauses.~~

13. Questionnaire(s)

Owners warrant that any information provided on any Questionnaire(s) requested by Charterers or any other vessel information / details provided by Owners to Charterers is always complete and correct as at the date hereof, and from the time when the obligation to proceed to the load port attaches and throughout the Charter service. This information is an integral part of this Charter but if there is any conflict between the contents of the Questionnaire(s), or information provided by Owners, and any other provisions of this Charter then such other provisions shall govern.

14. Cargo Retention Clause

If on completion of discharge any liquid cargo of pumpable nature WHICH IS REACHABLE BY SHIPS MEANS remains on board (the presence and quantity of such cargo having been established, by application of the wedge formula in respect of any tank the contents of which do not reach the forward bulkhead, ~~by an independent surveyor, appointed by Charterers and paid jointly by Owners and Charterers~~), AS DETERMINED BY TWO SURVEYORS, ONE APPOINTED AND PAID BY CHARTERERS AND ONE BY OWNERS. IN CASE FINDINGS OF CHRTSR AND OWNERS SURVOYOR DIFFER, THIRD JOINT INDEPENDENT MUTUALLY APPOINTED SURVEYORS FINDING SHALL BE FINAL AND BINDING. THIRD SURVEYOR HAS TO BE JOINTLY APPOINTED FROM THE FOLLOWING SAYBOLT, INSPECTORATE, SGS, INTERTEK.

ALL THREE SURVEYORS TO BE APPOINTED AT THE SAME TIME IN ORDER AVOID DELAYS. THIS IS WITHOUT PREJUDICE TO THE RIGHTS OF THE PARTIES UNDER THE CHARTER PARTY. Charterers shall have the right to deduct from freight an amount equal to the FOB loading port value of such cargo, cargo insurance plus freight thereon; provided, however that any action or lack of action hereunder shall be without prejudice to any other rights or obligations of Charterers, under this Charter or otherwise, and provided further that if Owners are liable to any third party in respect of failure to discharge such pumpable cargo, or part thereof, Charterers shall indemnify Owners against such liability up to the total amount deducted under this clause.

“ANY ROB DEDUCTION UNDER THIS CLAUSE SHALL ALWAYS CONSIDER TO TAKE INTO ACCOUNT THE PREVIOUS VOYAGE OBQ LIQUID HYDROCARBON QUANTITY AT LOADPORT AS DETERMINED BY THE INDEPENDENT SURVEYOR FOR OFF-SETTING AGAINST THE ROB LIQUID ON COMPLETION OF DISCHARGE BEFORE MAKING THE APPLICABLE DEDUCTIONS FROM FREIGHT.

A FAX COPY OF THE OBQ REPORT SIGNED BY BOTH THE APPOINTED SURVEYOR AND SHIP’S REPRESENTATIVE WILL SUFFICE.”

15. Slops Clause

Owners shall provide Charterers with a slops certificate to be made up and signed by Master and independent surveyor/terminal representative. The certificate shall indicate:-

Origin and composition of slops, Volume, Free water and API measured in barrels at 60 deg. F.

16. Clean Ballast Clause

Owners warrant that the vessel will arrive at load port with clean ballast.

17. Closed Loading Clause

Owners warrant that the vessel is equipped for and able to carry out closed loading operations in full compliance with ISGOTT Guidelines (Fourth Edition - Chapters 6.2, 7.2 and 7.6) and any amendments. And costs and delays incurred by a failure to comply with this clause shall be for Owners' account and time shall not count against laytime or demurrage, if on demurrage.

18. Segregation Clause

Owners guarantee to give complete segregation to the cargo specified in Part I of Shellvoy 5 during loading, transit and discharge, and to use a separate pump and line for each grade. IF APPLICABLE

19. Hydrogen Sulphide (H₂S) Clause.

Owners shall comply with the requirements in ISGOTT (as amended from time to time) concerning Hydrogen Sulphide and ensuring that the Hydrogen Sulphide level is always below the threshold limit value (TLV).

If on arrival at the loading terminal, the loading authorities, inspectors or other authorised and qualified personnel declare that the Hydrogen Sulphide levels exceed the TLV and request the vessel to reduce the said level to within the TLV then the Original Notice of Readiness (NOR) shall not be valid. A valid NOR can only be tendered and laytime, or demurrage time, if on demurrage, start to run in accordance with Clause 13 (as amended) of SHELLVOY 5 when the TLV is acceptable to the relevant authorities.

All time costs and expense as a result of Owners' failure to comply with the foregoing shall be for Owners' account.

If the vessel is unable to reduce the levels of Hydrogen Sulphide within a reasonable time Charterers shall have the option of canceling this Charter without penalty and without prejudice to any claims which Charterers may have against Owners under this Charter.

20. ~~Vacuum Gasoil (VGO) Waxy Distillate (WD) Cleaning Clause.~~

~~Owners shall comply strictly with the following cleaning instructions, unless otherwise ordered by Charterers, when carrying VGO to ensure that the Inorganic Chloride (salt) content does not exceed 2 parts per million.~~

~~A. Hot machine wash all tanks outlined to carry VGO/WD at a minimum water pressure at 150 PSI, and at a minimum temperature of 150 D F~~

~~B. Flush pumps and lines including decks lines, manifolds, drop lines and any other lines connected with the cargo system with hot water for at least 30 minutes to displace all former product. Ensure all dead ends and low points in the lines are cleaned, strip tanks completely dry and drain all lines and pumps, ensuring system is completely free of water.~~

~~C. Thoroughly wash all tanks, lines and pumps designated for VGO/ WD with fresh water to eliminate all traces of salt.~~

~~D. Drain pumps and lines~~

~~E. Dry out tanks.~~

~~On non SBT vessels, irrespective of previous cargo where clean salt water ballast has been loaded into some hot washed tanks outlined for VGO/WD.~~

~~A. On completion of deballasting, strip tanks dry.~~

~~B. Drain pumps and lines~~

~~C. Fresh water wash all salt water contaminated tanks, lines and pumps outlined for VGO/WD.~~

~~D. Drain pumps and lines~~

~~E. Dry out tanks.~~

~~F. Load VGO/WD first into tanks that previously contained ballast ensuring these tanks at least 25 % filled with VGO/WD prior to switching to other tanks.~~

~~G. Discharge VGO/WD first from tanks that previously contained ballast.~~

~~H. Master to advise both loading and discharge installations identity of ballast tanks.~~

~~I. Master to ensure properly labeled shore lines samples and "First In" samples are taken at load port and retained on board.~~

~~Prior loading, all heating coils must be blown through with steam to ensure there is no entrapment of salt water through heating coil leakage.~~

~~N.B. Sea water trapped in ships' lines will increase the salt content, hence necessity for stringent observance of foregoing instructions. Failure to carry out foregoing can result not only in cargo becoming off specification but can seriously inhibit the operation of the refinery.~~

~~Owners' compliance with above cleaning instructions shall not limit their due diligence obligations to present vessel always clean for the cargo.~~

~~All time, costs and expenses as a result of Owners' failure to comply with foregoing shall be for Owners' account.~~

21. ~~Part Cargo (Demurrage) Clause~~

~~If any part cargo for other Charterers, shippers or consignees (as the case may be) is loaded or discharged at the same berth, then any time used by the vessel waiting at or for such berth and in loading or discharging which would otherwise count as laytime or if the vessel is on demurrage for demurrage shall be pro-rated in the proportion that Charterers' cargo bears to the total cargo to be loaded or discharged at such berth. If however, the running of laytime or demurrage, if on demurrage,~~

~~is solely attributable to other parties' cargo operations then such times shall not count in calculating laytime or demurrage, if on demurrage, against Charterers under this Charter.~~

22. Clearance Clause

If Owners fail

- A. to obtain Customs clearance; and/or
- B. free pratique, IF FREE PRATIQUE IS NOT GRANTED WITHIN 6 HOURS OF THE MASTER TENDERING NOR, THROUGH NO FAULT OF OWNERS, AGENTS OR THOSE ONBOARD THE VESSEL, THE MASTER SHALL ISSUE A PROTEST IN WRITING (NOP) TO THE PORT AUTHORITY AND THE FACILIT AT THE PORT (TERMINAL) FAILING WHICH LAYTIME OR IF THE VESSEL IS ON DEMURRAGE, DEMURRAGE SHALL ONLY COMMENCE WHEN FREE PRATIQUE IS GRANTED.
- C. to have obtained onboard all papers/certificates required to perform this Charter, either within the 6 hours after Notice of Readiness originally tendered or when time would otherwise normally commence under this Charter, then the Original Notice of Readiness shall not be valid. A notice of Readiness may only be tendered when Customs clearance and/or free pratique has been granted and/or all papers/certificates required are in order in accordance with relevant authorities requirements. Laytime or demurrage, if on demurrage, would then commence in accordance with the terms of this Charter. All time, costs and expenses as a result of delays due to any of the foregoing shall be for Owners' account. HOWEVER THE TIME TO COUNT IN FULL AT LOAD PORTS AS GIVEN IN PRECEDING PARAGRAPHS EVEN IF THE ABOVE CLEARANCES ARE GRANTED AFTER THE VESSEL HAS DOCKED AT DESIGNATED SPM / BERTH.

23. Port Regulations Clause

Owners warrant that the vessel will fully comply with all port and terminal regulations at

- A) Any named port in this Charter, and
- B) Any ports to which Charterers may order the vessel to under the Charter in accordance with Part I (D/E) of Shellvoy 5 provided that Owners have a reasonable opportunity to become aware of the regulations at such ports.

All time, costs and expense as a result of Owners' failure to comply with the foregoing shall be for Owners' account.

24. Pilots Clause

Owners shall always employ pilots for berthing and un berthing of vessels at all ports and / or berths under this Charter unless prior exemption given by correct and authorised personnel. Owners to confirm in writing that either pilotage is being arranged or they have obtained exemption.

25. Excess Berth Occupancy Clause

If, after disconnection of hoses, the vessel remains at berth for vessel's purposes, Owners shall be responsible for all direct and indirect costs whether advised to Owners in advance or not, and including charges by Terminal / Suppliers / Receivers.

26. Single Point Mooring (SPM) Clause.

Owners warrant that the vessel complies with OCIMF "Recommendations for equipment employed in the moorings of ships at single point mooring" 3rd Edition, 1993, and in particular Fig 4 tongue type or Fig 5 hinged bar type chain stopper and any amendments.

27. Single Buoy Mooring (SBM) Line Clearance Clause

If requested by Charterers, the vessel shall pump sea water, either directly from the sea or from vessel's clean ballast tanks, to flush Single Buoy Moorings (SBM's) floating hoses prior to, during or after loading and / or discharge of the cargo; this operation to be carried out at Charterers' expense and with time counting against laytime, or demurrage, if on demurrage. Subject to Owners exercising due diligence in carrying out such an operation Charterers hereby indemnify Owners for any cargo loss or contamination directly resulting from this request. If Master or Owners are approached by Suppliers / Receivers or Terminal Operators to undertake such an operation Owners shall obtain Charterers' agreement before proceeding. OWNERS SHALL REQUIRE RELEVANT LOI FOR SUCH OPERATION AS PER OWNERS P&I CLUB WORDING

28. Speed Clause

The vessel shall perform the ballast passage with utmost despatch and the laden passage at ABOUT 13 knots weather and safe navigation permitting.

Charterers shall have the option to instruct the vessel to increase speed with Charterers reimbursing Owners for the additional bunkers consumed, at replacement cost.

Charterers shall also have the option to instruct the vessel to reduce speed on laden passage. Additional voyage time shall count against laytime or demurrage, if on demurrage, and the value of any bunkers saved shall be deducted from any demurrage claim Owners may have under this Charter with the value being calculated at original purchase price.

Owners shall provide documentation to fully support the claims and calculations under this clause.

29. Bunkers / Deviation Clause

On laden voyage vessel shall not take on bunkers or deviate without prior permission of Charterers, Cargo Insurers, and Owners' Vessel Insurers including their P&I Club.

30. Ship to Ship Transfer Clause

With reference to Clause 26(2) of Shellvoy 5, Owners warrant that the vessel, Master, Officers and crew are and shall remain during this Charter, capable of safely carrying out all the procedures in the current edition of the International Chamber of Shipping, Oil Companies International Marine

Forum, Ship to Ship Transfer Guide (Petroleum). Owners further warrant that when instructed to perform a ship to ship transfer the Master, Officers and crew shall, at all times, comply with such procedures. Charterers shall provide the necessary equipment and, if necessary Mooring Master, for such a ship to ship operation.

31. ~~Additional Load/Discharge Port(s) Clause~~

~~If the freight in Part I (G) of SHELLVOY 5 is a lumpsum amount and such lumpsum freight is connected with a specific number of load and discharge port and Owners agree in this Charter that Charterers may order the vessel to additional load and/or discharge ports not covered by agreed lumpsum freight the following shall apply:-~~

~~Freight for such additional ports shall be calculated on basis of deviation. Deviation shall be calculated on the difference in distance between the specified voyage (for which freight is agreed) and the voyage actually performed. BP Distance Tables shall be used in both cases. Deviation time shall be calculated using the Charter speed in the Speed Clause and Bunker Consumption as per the attached Questionnaire. Time charged shall be at the demurrage rate in Part I (J) of Shellvoy 5 additional bunkers consumed paid at replacement cost and actual port costs as incurred. Such deviation costs shall be paid against Owners' fully documented claim.~~

32. ~~United Kingdom Clause~~

1) ~~Routing~~

~~Owners warrant that the vessel will fully comply with IMO recommendation for routing in U.K. waters for the carriage of Oil or other hazardous substances in bulk, weather permitting. Owners/Master decide it is more prudent to proceed via another route to those recommended by IMO Master shall immediately advise Charterers.~~

~~If the vessel is fixed on a Worldscale rate in Part I (G) of Shellvoy 5 then Charterers shall pay freight on the actual voyage performed.~~

2) ~~Sullom Voe Clause~~

~~A. It is a condition of this Charter that Owner ensure that the vessel fully complies with the latest Sullom Voe regulations, including but not limited to :-~~

- ~~a. current minimum bulk loading rates; and~~
- ~~b. pilot boarding ladder arrangement.~~

~~Owners shall also comply with Charterers' instructions regarding the disposal of ballast from the vessel. Charterers shall accept any deadfreight claim that may arise by complying with such instructions, and~~

~~A. It is also a condition of this Charter that Owner ensure that the vessel fully complies with the latest Tranmere and Shellhaven regulations, including but not limited to:-~~

- a. ~~being able to ballast concurrently with discharge; or~~
- b. ~~maintaining double valve segregation at all time between cargo and ballast if the vessel has to part discharge, stop to ballast, then resume discharge.~~

3) ~~Trammers Service Clause~~

~~In the event of loading or discharge at Trammere, Shell UK Ltd shall appoint tugs, pilots and boatmen on behalf of Owners. The co-ordinator of these service shall be Brinings (Shipping) Ltd., who will submit all bills to Owners direct, irrespective of whether Brinings are appointed agents or not Owners warrant they will put Brinings in funds accordingly.~~

33. ~~Rotterdam Port Dues Clause~~

~~If Charterers instruct the vessel under Part1 (D/E) of SHELLVOY 5 to load or discharge at Rotterdam Owners shall instruct the Agents to comply with the following as part of an Oil Industry initiative to reduce the port charges at Rotterdam for vessels loading and/or discharging oil:-~~

- a. ~~Present a letter of protect to the Municipality of Rotterdam concerning the level of Harbour Dues imposed on the vessel performing this Charter;~~
- b. ~~Advise both Owners and Charterers that such a protest has been made with a copy of the protest letter.~~

~~Charterers may initiate legal proceeding solely or in connection with other Oil Companies and/or Charterers/shipowners who use the Port of Rotterdam. Such proceedings must be brought in the name of shipowners utilising the Port. It is anticipated that any proceeds from such action including without limitation rebates or reductions of port charges would ordinarily be paid to shipowners in whose name the proceedings and protest notifications were made. Owners hereby authorize Charterers to bring such proceedings on behalf of Owners at Charterers' expense. As Charterers shall incur all legal costs, Owners agree that 75 % of any money recovered in such actions shall be due to Charterers and shall instruct their agents to pay such amounts directly to Charterers'.~~

34. ~~Canada Clause~~

~~Owners warrant that the vessel complies with all the Canadian Oil Spill response regulations currently in force and that the Owner is a member of a certified Oil Spill Response organization and that the Owners/Vessel shall continue to be members of such organization and comply with the regulations and requirements of such organization throughout the period of this Charter.~~

~~All time costs and expenses as a result of Owners' failure to comply with foregoing shall be for Owners' account.~~

35. ~~United States of America (U.S) Clause~~

1) ~~Customs Regulations~~

~~It is condition of this Charter Party that in accordance with U.S Customs Regulations,19 CFR 4.7a and 178.2 as amended, Owners have obtained a Standard Carrier Alpha Code (SCAC) and shall include same in Unique Identifier which they shall enter, in the form set out in the above Customs~~

~~Regulations, on all the Bills of Lading, Cargo manifest, cargo declarations and other cargo documents issued under this Charter Party allowing carriage of goods to ports in the USA.~~

~~Owners shall be liable for all time, costs and expenses and shall indemnify Charterers against all consequences whatsoever arising directly or indirectly from Owners' failure to comply with the above provisions of this Clause.~~

2) — Coastguard Compliance

~~Owners warrant that during the term of this Charter the vessel will comply with all applicable U.S. Coast Guard (USCG) Regulations in effect as of the date vessel is tendered for first loading hereunder. If waivers are held to any USCG regulation Owners to advise Charterers of such waivers, including period of Validation and reason(s) for waiver. All times costs and expenses as a result of Owners' failure to comply with the foregoing shall be for Owners' account.~~

3) — Laws and Regulation

~~Owners warrant that they will~~

~~A. comply with the U.S Federal water Pollution Control Act as amended, and any amendments or successors to said Act.~~

~~B. comply with all U.S State Laws and regulations applicable during the Charter, as they apply to the US State that Charterers may order vessel to under Part I (D/E) of Shellvoy 5.~~

~~C. have secured, carry aboard the vessel, and keep current any certificates or other evidence of financial responsibility required under applicable U.S Federal or State Laws and regulations and documentation recording compliance with the requirements of OPA 90, any amendments or succeeding legislation, and any regulations promulgated thereunder. Owners shall confirm that these documents will be valid throughout this Charter.~~

~~All times, costs and expenses as a result of Owners' failure to comply with the foregoing shall be for Owners' account.~~

36. Sidi Kerir Clause

~~Any costs incurred by Charterers for garbage or in vessel deballasting at Sidi Kerir shall be for Owners' account and Charterers shall deduct such costs from freight.~~

37. Nigerian Clause

~~Owners warrant that:~~

~~a) The vessel has no connection with Namibia or Israel by way of registration, direct or indirect ownership, charter management.~~

~~b) At least eight weeks have elapsed since last offshore contact with Namibia or Israel~~

~~c) At least twelve months have lapsed since the last entry into a Namibian or Israeli port:~~

~~d) Officers, crew, passengers or supernumeraries are not nationals or residents of Namibia or Israel and have not visited any of those countries as evidence by an entry in that person's passport or other identity documents~~

38. India Clause

- A. In assessing the pumping efficiency under this Charter at ports in India, Owners agree to accept the record of pressure maintained *at vessel's manifold* as stated in Receiver's Statement of Facts signed by the ship's representative. IF DISPUTED MASTER TO ISSUE A LOP AND THIS TO BE SUFFICIENT FOR LAYTIME / DEMURRAGE CALCULATIONS
- B. Owners shall be aware of and comply with the mooring requirements of Indian ports. All time, costs and expenses as a result of Owners' failure to comply with foregoing shall be for Owner's account.
- C. Charterers shall not be liable for demurrage unless the following conditions are satisfied
- i) the requirements of revised Clause 15 (3) of SHELLVOY 5 are met in full ; and
 - ii) ~~a copy of this Charter signed by Owners is received by Charterers at least 2 (two) working days prior to the vessel's arrival in an Indian port.~~

However, Charterers undertake to pay agreed demurrage liabilities promptly if the above conditions have been satisfied.

~~39. Singapore Clause~~

~~(1) Pulan Bukom Berth Freeboard Clause~~

~~Owners warrant that vessel will not exceed a maximum freeboard of 13.6 (thirteen point six) metres during loading/discharge at Pulan Bukom berth's in Singapore. Owners further warrant vessel to be able to deballast/ballast concurrently with load/discharge whilst maintaining 2 valve segregation between cargo and ballast.~~

~~All time, costs and expenses as a result of Owners failure to comply with the foregoing shall be for Owners' account.~~

~~(2) Agency~~

~~If Charterers nominates Shell International eastern Trading Company (SIETCO) as Agents, as per Clause 24 of SHELLVOY 5, SIETCO shall not act as or be responsible to act as nor be referred to by Owners or Master as Agents of Owners or Master in any matter whatsoever involving the discharge of any oil, oily moisture, noxious liquid or harmful substances or any form of pollution within the Singapore Prevention of Pollution of the Sea Act.~~

~~(3) Insert in line 103 SHELLVOY 5 Clause 5 after 'deductions' following words "except as may be required in the Singapore Income Tax Act".~~

40. Thailand Clause

~~If Part 1 (E) of SHELLVOY 5 include option to discharge at a port/berth in Thailand then the following, which is consistent with industry practice for ships discharging in Thailand, shall apply over and above any other terms contained within this Charter:-~~

~~A. Laytime shall be 96 running hours~~

~~B. Freight payment Clause 5 of Part II of Shellvoy 5 delete word 'upon' in line 104 and insert 15 days of.~~

~~C. Cargo quantity and quality measurements shall be carried out at load and discharge ports by mutually appointed independent surveyors, with costs to be shared equally between Owners and Charterers. This is additional to nay independent surveyors used for the Cargo Retention Clause 14 of these additional clause.~~

~~41. Australia Mooring Clause~~

~~1) Great Barrier Reef Clause~~

~~The vessel shall not transit the Great Barrier Reef Inner Passage, whether in ballast en route to a loadport or laden, between the Torres Strait and Cairns, Australia. If the vessel transits the Torres Strait, the vessel shall use the outer reef passage as approved by the Australian Hydrographer. Owners shall always employ a pilot, when transiting the Torres Strait and for entry and departure through the Reef for ports North of Brisbane.~~

~~2) Ballast Exchange~~

~~The vessel shall discharge all ballast water on board the vessel and take on fresh ballast water, always in accordance with safe operational procedures, prior to entering Australian waters.~~

~~3) Sydney~~

~~A. On entering, whilst within and whilst departing from the port of Sydney Owners and Master shall ensure that the water line to highest fixed point distance does not exceed 51.8 (fifty one point eight) meters.~~

~~B. If Charterers or Terminal Operators instruct the vessel to slow the cargo operations down or stop entirely the cargo operations in Sydney during the hours of darkness due to excessive noise caused by the vessel then all additional time shall be for Owners' account.~~

~~42. Japan Clause~~

~~1. Drawing~~

~~Owners shall supply Charterers with copies of:-~~

~~A. General Arrangement/Capacity plan; and~~

~~B. Piping /Fire Fighting Diagrams~~

~~As soon as possible, but always with 4 working days after subjects lifted on this Charter.~~

~~2. Supervisor~~

~~If requested by Charterers, Owners shall ensure a Superintendent, fully authorized by Owners to act on Owner's and/or Master's behalf, is available at all ports within Japan to attend safety meetings prior to vessel's arrive at the port(s) and be in attendance throughout the time in each port and during each cargo operation.~~

~~3. Okinawa~~

~~If the under Part 1 (E) of SHELLVOY 5 Japan is a discharge option then Charterers have the option to order the vessel to call at Okinawa to tender notice of readiness for crude oil stock piling purposes. This port shall not be considered as a discharge port unless cargo operations, under Charterers instructions take place there.~~

~~If no cargo operations take place in Okinawa but vessel is ordered to call there, under above terms, then any deviation time and bunkers shall be calculated in accordance with Clause 26 (1) of SHELLVOY 5. Agency fees and all port costs shall be for Charterers' account.~~

~~4. Safety Pledge Letter~~

~~If under Part 1 (E) of SHELLVOY 5 Japan, or in particular ports or berths in Tokyo Bay and/or the SBM at UBE Refinery, are discharge options and if the vessel is over 220,000 metric tons deadweight and has not previously discharged in Tokyo Bay or the SBM at UBE Refinery then:~~

- ~~1. Owners shall submit an application of Safety Pledge Letter confirming that all safety measures will be complied with; and~~
- ~~2. Present relevant ship data to the Japanese Maritime Safety Agency.~~

~~Owners shall comply with the above requirements as soon as possible but always within 4 working days after subjects lifted on this Charter.~~

~~5. Drifting~~

~~If Charterers instruct the vessel to make adjustment to vessel's arrival date/time at discharge port(s) in Japan, any adjustments shall be compensated in accordance with Clause 28 of these additional clauses.~~

~~If vessel is ordered to drift off Japan, at a location in Owners'/Masters' option, then the following shall apply:-~~

- ~~A. Time from vessel's arrival at drifting location to the time vessel departs, on receipt of Charterers' instructions from such locations shall be for Charterers' account at the demurrage rate~~
- ~~B. Bunkers consumed whilst drifting as defined in (A) above shall be for Charterers' account at replacement cost.~~

~~Owners shall provide full documentation to support any claim under this clause.~~

43. Address Commission Clause

Charterers shall deduct address commission of 1.25 % from payments of Freight, Deadfreight and Demurrage.

Essar Rider Clauses (1st Dec 2006)

1. INTERNATIONAL REGULATIONS CLAUSE

Vessel to comply with all national and international regulations in force at the beginning of this Charter Party for all ports in trading areas described in Line 42 & 45 of the preamble. Any modifications and/or expenses to comply with regulations or change of existing regulations coming into force after the beginning of this Charter Party to be for Owners' account. However, if new regulations involve structural changes necessary to continue with Charterers' normal trade, Charterers and Owners shall consult how to solve such new circumstances, including distribution of cash, and if no agreement is reached, both parties shall have the option to cancel the Charter Party.

2. ARBITRATION CLAUSE

General Average and arbitration in London, English law to apply. Any and all differences and disputes of whatsoever nature arising out of this charter shall be put to arbitration in the City of London pursuant to the law relating to arbitration there in force, before a board of three persons, consisting of one Arbitrator to be appointed by the Owners, one by the Charterers, and one by the two so chosen. The decision of any two of three on any point or points shall be final. Either party hereto may call for such arbitration by service upon any officer of the other wherever he may be found, of a written notice specifying the name and address of the Arbitrator chosen by the first moving party and a brief description of the disputes or differences which such party desires to put to arbitration. If the other party shall not, by notice served upon an officer of the first moving party within 20 days of the service of such first notice, appoint its Arbitrator to arbitrate the dispute of differences specified, then the first moving party shall have the right without further notice to appoint a second Arbitrator, who shall be disinterested person, with precisely the same force and effect as if said second Arbitrator has been appointed by the other party. In the event that the two Arbitrators fail to appoint a third Arbitrator within 20 days of appointment of the second Arbitrator either Arbitrator may apply to a Judge of any Court of Maritime Jurisdiction in the City of above mentioned for the appointment of a third Arbitrator, and the appointment such Arbitrator by such judge on such application shall have precisely the force and effect as if such arbitrator have been appointed by the two Arbitrators until such time as the arbitrator finally close the hearings of differences under this Charter for hearing and determination awards made in pursuant to this clause may include cost, including a reasonable allowance for Attorney's fees, and judgement may be entered upon any award made hereunder in any court having jurisdiction in the premises.

3. TRADING WARRANTIES AND ARAB LEAGUE BYCOTT

Owners guarantee that the vessel is not black listed by the Arab League.

Owners warrant that the vessel is in all respects eligible for trading within limits as per this charter party and her class approvals for carriage of Charterers intended cargoes is valid during the currency of this Charter.

Owners warrant that vessel's statutory certificates as given below are valid and available on board. These certificates are to be made available to Charterers as and when required. Owners also to provide General Arrangement Drawings and Capacity Plan.

- (A) CERTIFICATE OF REGISTRY
- (B) LOADLINE CERTIFICATE
- (C) SAFETY CONSTRUCTION CERTIFICATE
- (D) SAFETY EQUIPMENT CERTIFICATE
- (E) SAFETY RADIO CERTIFICATE
- (F) I.O.P.P.
- (G) P & I CLUB CERTIFICATE OF ENTRY
- (H) INTERNATIONAL SAFETY MANAGEMENT (ISM)

I/. DOCUMENT OF COMPLIANCE

II/. SAFETY MANAGEMENT CERTIFICATE

(I) CIVIL LIABILITY CERTIFICATE AS ISSUED BY FLAG ADMINISTRATION

(J)I.T.O.P.F.

(K)CERTIFICATE OF CLASS

4. SALE

Owners confirm that the vessel has not been sold and will not be sold during the currency of this Charter.

5. FREIGHT REMITTANCE

Freight, Dead-freight and Demurrage payable in U.S.D. via T.T.

6. BROKERAGE

~~A brokerage commission of 1.25 percent is payable by Owners, [] to brokers [] on total freight, dead freight and demurrage.~~

7. PRIVACY

It is understood by Owner and Charterers that these negotiations and the eventual fixture, if any, shall be kept strictly private and confidential and this Charter Party or its copies shall not be given / faxed / copied to any party not directly involved with these negotiations i.e. no other Owner / Charterer or their agents / brokers / representative.

8. SMALL CLAIMS

English law - small claims procedure for disputes where the total amount claimed by either party does not exceed the amount of U.S. Dollars 20,000 (United States Dollars twenty thousand) the arbitration shall be conducted in accordance with the small claims procedure of the London Maritime Arbitrators Association currently in force.

9. WORLDSCALE HOURS, TERMS AND CONDITIONS

World scale hours, terms and conditions 2010 to apply.

10. VESSEL'S DESCRIPTION

Owners warrant that vessel shall meet all the description as set out in the general description of vessel provided to Charterers by Owners.

Vessel is described as under as per recap :

The Q 88 and other questionnaire as provided by the Owners (as attached) during the negotiations shall be deemed as a part of this Charter Party.

11. I.S.M. CLAUSE

From the date of coming into force of the International Safety Management (ISM) Code in relation to the Vessel, and thereafter during the currency of this Charter Party, the Owner will ensure that the "Company" (as defined in the ISM Code) holds a valid Document of Compliance (D.O.C.) and that the vessel holds a valid Safety management Certificate (S.M.C.).

12. ACCIDENTS / BREAKDOWNS

Owners confirm vessel has not had any breakdowns / accidents in the past one year of trading.

13. CONOCO weather clause

Delays in berthing for loading or discharging and any delays after berthing which are due to weather conditions shall count as one half laytime or, if on demurrage, at one half demurrage rate except during S.T.S. where full time to count as per clause 13 of shellvoy 5 Part II. All time lost during STS operations due to weather conditions to count in full as laytime and / or demurrage.

14. SIGNED CHARTER PARTY

Charterers require signed charter party and freight invoice on Owners letterhead, both in original for processing freight remittance.

The vessel's 'certificate of incorporation' will be provided by owner purposes of processing taxation documents by Charterers.

15. FREE OF CLAIMS

Owners confirm vessel is free of encumbrances / accident / pollution claims.

16. All voyage instructions and changes to same to be sent by telex/Fax/E mail only.

17. If acceptable by Suppliers, otherwise Master to issue Letter of Protest - to be inserted in all original Bill(s) of Lading issued and presented to Master : 'All terms, conditions, liberties and exceptions of the Charter Party including the Arbitration Clause are herewith incorporated, as per Charter Party dated 03/03/2010.

18. CLINGAGE – NOT APPLICABLE FOR THIS CHARTER

~~Owners and charterer recognise that the vessel has been positioned for loading after Drydock / Shipyard or has water washed all her cargo tanks, clingage of a greater degree than normal can be anticipated. Therefore value of crude as well as freight for any shore outturn quantity shall be deducted from freight to the extent such quantity exceeds 0.2 % of Bill of lading quantity as determined by the difference between Gross B/L and Gross outturn figure. Crude value for this purpose to be the FOB loading port value plus freight and insurance. This clause does not alter the provisions of the cargo retention clause. Any deductions made under the cargo retention clause shall be taken into account in calculations made under this clause and shall not be charged for twice.~~

~~The definition of such quantity exceeding the 0,2% shall be determined by an independent surveyor jointly agreed to by both owners and charterers. Such surveyor shall have full access to the shore facilities. The findings of the independent surveyor will be final & binding on both the parties.~~

19. BIMCO ISPS CLAUSE FOR VOYAGE CHARTERS

(A) (i) From the date of coming into force of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) in relation to the Vessel, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISPS Code) shall comply with the requirements of the ISPS Code relating to the Vessel and "the Company". 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).

(ii) Except as otherwise provided in this Charter Party, loss, damage, expense or delay, excluding consequential loss, caused by failure on the part of the Owners or "the Company" to comply with the requirements of the ISPS Code or this Clause shall be for the Owners' account.

(B) (i) The Charterers shall provide the CSO and the Ship Security Officer (SSO)/Master with their full style contact details and any other information the Owners require to comply with the ISPS Code.

(ii) Except as otherwise provided in this Charter Party, loss, damage, expense, excluding consequential loss, caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account and any delay caused by such failure shall be compensated at the demurrage rate.

(C) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code, the following shall apply:

(i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code.

(ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code shall count as laytime or time on demurrage if the Vessel is on laytime or demurrage. If the delay occurs before laytime has started or after laytime or time on demurrage has ceased to count, it shall be compensated by the Charterers at the demurrage rate.

(D) Notwithstanding anything to the contrary provided in this Charter Party, any additional costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the Owners' negligence. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

(E) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

20. STS TRANSFER CLAUSE

Charterers to provide and pay for all STS equipment, including but not limited to fenders, hoses and mooring master. All such STS transfer to be performed in accordance with the latest OCIMF STS transfer guide (petroleum), and charterers to insure that lightering vessel also complies to same OCIMF guidelines.

21. Owners confirm that all officers on board hold ocean going vessel certificate of competency. Also confirm that for the forthcoming voyage, vessel neither comes ex dry-dock nor tank washing held prior loading.

22 .BILL OF LADING FIGURES

In case only net b(s)/l figures printed on the b(s)/l freight to be paid basis calculated gross b(s)/l figures, as calculated by charterers surveyor.