



# BIMCO



International Group  
Of Liquefied Natural Gas Importers

# LNGVOY

LIQUEFIED NATURAL GAS  
VOYAGE CHARTER PARTY

1. Place and Date of Contract	2. Shipbroker and commission (Cl. 38)
3. Owners/Place of Business (full style address, e-mail and fax) (Cl. 1)	4. Charterers/Place of Business (full style address, e-mail and fax) (Cl. 1)
5. Vessel's Name and IMO Number (Cl. 1, Annex A (Gas Form B))	
6. Cargo to be loaded (Cl. 1, Cl. 7(a))  (i) Quantity:  (ii) Maximum Temperature (at the Vessel's permanent ship/shore connection):	
7. Loading Port (Cl. 1)	8. Discharging Port (Cl. 1)
9. Loading Terminal (Cl. 2(a) and (b))	10. Discharging Terminal (Cl. 2(a) and (b))
11. LNG Price (Cl. 1)	12. Conversion Factor (Cl. 1) (if (i) left blank then (ii) shall apply)  (i) Rate: OR (ii) Rate in accordance with Certificate of Quality at Loading Port:
13. Condition of Tanks Before Loading Tick <input checked="" type="checkbox"/> alternative to apply: Cl. 5(a)(i) <input type="checkbox"/> (cold); 5(a)(ii) <input type="checkbox"/> (warm); or 5(a)(iii) <input type="checkbox"/> (warm & inert). (If left blank, 5(a)(i) shall apply)  (i) Number of hours Vessel to maintain cold and ready to load condition (Cl. (5(a)(i)):  (ii) Maximum quantity of heel (Cl. (5(a)(i))):	
14. Ownership of Heel (Cl. 6(b))  (i) Maximum quantity of heel:  (ii) Latest date for declaration of quantity of retained heel:	
15. Laydays/Cancelling Date (Cl. 10, 14)	16. Ship to Ship Transfer (Cl. 8)  Tick <input checked="" type="checkbox"/> if STS permitted: <input type="checkbox"/>

17. Loading Rates (Cl. 11(a))  (i) Number of hours:  (ii) Pumping rate (m³/hour):  (iii) Pressure (bar):	18. Unloading Rates (Cl. 11(b))  (i) Number of hours:  (ii) Receiving rate (m³/hour):
19. Laytime (Cl. 13(a), 15(a))	20. Laytime/Demurrage Exceptions (Cl. 17(b))  (i) Time for purging of tanks:  (ii) Time for gassing up:  (iii) Time for cooling down:
21. Delivery Window (Cl. 14, 18)	
22. Demurrage Rate (Cl. 7(c), 15(a))	23. Freight (Cl. 20)
24. Payment of Freight (Cl. 15(a), 20, 21(a), 25)  (i) Number of banking days (Cl. 20):  (ii) Currency (Cl. 21(a)):  (iii) Billing address (Cl. 21(a)):  (iv) Bank account (Cl. 21(a)):	25. Payments to Charterers (Cl. 21(b))  (i) Currency (Cl. 21(b)):  (ii) Billing address (Cl. 21(b)):  (iii) Bank account (Cl. 21(b)):
26. Freight Tax (state if for Owners' account) (Cl. 25(c))	27. Boil-Off Cap (Cl. 23(b)) State Maximum amount of boil-off during Sea Passage (m³):
28. General Average (Cl. 28 B)	
29. Dispute Resolution (state (a), (b), (c) or (d) of Cl. 37, as agreed; if (c) agreed also state whether Singapore or English law to apply; if (d) agreed also state place of the law governing this Charter Party and place of arbitration) (Cl. 37)) <b>N/A</b>	
30. Communication with Owners (state full contact details for communicating with the Owners) (Cl. 39)	31. Communication with Charterers (state full contact details for communicating with the Charterers) (Cl. 39)

It is mutually agreed that this Charter Party shall be performed subject to the terms and conditions contained in the Charter Party consisting of Part I and Part II as well as Annex A (Gas Form B) as annexed to this Charter Party. In the event of a conflict, the provisions of Part I and Annex A (Gas Form B) shall prevail over those of Part II to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
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**PART II**  
**LNGVOY – LIQUEFIED NATURAL GAS VOYAGE CHARTER PARTY**

**Preamble**

It is agreed between the Owners and the Charterers that the transportation herein provided for will be performed subject to the terms and conditions of this Charter Party.

**1. Definitions**

For the purposes of this Charter Party:

“Cargo” means the LNG cargo as described in Box 6.

“Charterers” means the party stated in Box 4.

“Conversion Factor” means the rate to convert cubic metres (m<sup>3</sup>) to MMBTU as stated in Box 12.

“CTMS” means the Vessel’s custody transfer measurement system.

“Discharging Port” means any safe place, port, berth, dock, anchorage, submarine line, alongside vessels or lighters or any other safe place whatsoever usual for discharging the Cargo, as stated in Box 8.

“Fuel” means any marine fuel used for propulsion other than boil-off from Cargo.

“LNG” means natural gas in a liquid state having a specific gravity not exceeding [0.50] at or below its boiling point and at a pressure of approximately one (1) atmosphere.

“LNG Price” shall mean the price in USD dollars per MMBTU as stated in Box 11.

“Loading Port” means any safe place, port, berth, dock, anchorage, submarine line, alongside vessels or lighters or any other safe place whatsoever usual for loading the Cargo, as stated in Box 7.

“MMBTU” means Million British Thermal Units.

“Owners” means the party stated in Box 3.

“Sea Passage” means the period from final disconnection of loading arms and closure of CTMS at the Loading Port until tendering of NOR at the Discharging Port.

“Vessel” means the vessel named in Box 5 and described in Annex A (Gas Form B).

**2. Condition of Vessel**

(a) The Owners warrant that the Vessel is as described in Part I and Annex A (Gas Form B) and will be compatible with the terminals named in Boxes 9 and 10.

(b) The Owners shall, before and at the commencement of the voyage and throughout the currency of this Charter Party, exercise due diligence to ensure that the Vessel:

(i) is tight, staunch, strong, in good order and condition, with her hull, machinery, boilers, tanks, valves, pipelines and other equipment in a good and efficient state, and in every way fit for the voyage and the trade in which the Vessel is employed;

(ii) has insulation spaces prepared in accordance with the Vessel’s containment system design conditions;

(iii) has a full and efficient complement of master, officers and ratings;

(iv) has all cargo measuring equipment and instrumentation calibrated and certified in accordance with the requirements of the Vessel’s classification society; and

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(v) will be accepted by the terminals named in Boxes 9 and 10.

(c) The Owners shall throughout the currency of this Charter Party ensure that:

(i) the Vessel is fully insured in accordance with the best practice of prudent owners of vessels of a similar type to the Vessel, with sound and reputable insurance companies, underwriters or associations, in respect of customary P&I and Hull & Machinery Risks and basic War Risks, and the Owners shall provide evidence of such insurances on request;

(ii) the Vessel is classed by a classification society, which is a member of the International Association of Classification Societies, and that the Vessel's class is maintained; and

(iii) the Vessel's ownership, flag, registry, classification society and management company shall not be changed without the Charterers' prior written consent, which shall not be unreasonably withheld.

**3. Charterers' Inspection**

The Charterers and any other persons nominated by the Charterers shall have the right to inspect the Vessel at any time during the currency of this Charter Party, and as often as the Charterers may require, subject to the Owners' prior approval which shall not be unreasonably withheld.

Any inspection under this Clause shall be made without any undue interference with or hindrance to the Vessel's safe and efficient operation.

**4. Cargo**

Only lawful LNG cargoes with a temperature no lower than -163 °C (minus one hundred and sixty three degrees Celcius) shall be loaded on the Vessel.

**5. Presentation and Conditioning of Cargo Tanks at the Loading Port**

(a) The Vessel shall arrive at the Loading Port with:

(i)\* cargo tanks cooled down and ready to receive Cargo and with sufficient LNG heel to maintain such condition for the number of hours stated in Box 13(i) but no more LNG than the quantity stated in Box 13(ii); or

(ii)\* cargo tanks warm under natural gas vapours, in which case Charterers shall, at the commencement of loading provide LNG for the cargo tanks to be cooled down and made ready to receive Cargo in such quantity and rate as required. Provided the Charterers do so, the Owners shall be responsible for any time lost cooling down the tanks and, unless otherwise agreed, shall pay for the LNG so provided at the LNG Price; or

(iii)\* cargo tanks warm and inerted in which case Charterers will:

(1) at the commencement of loading provide LNG for the cargo tanks to be gassed up, cooled down and made ready to receive Cargo in such quantity and rate as required. Provided the Charterers do so, the Owners shall be responsible for any time lost gassing up and cooling down the tanks and, unless otherwise agreed, shall pay for the LNG so provided at the LNG Price; and

(2) provide at Charterers' expense a suitable flare, incinerator or recovery unit to the vessel, for safe and proper disposal of the gas/nitrogen mixture formed during the conditioning process.

*\*Delete as applicable, otherwise 5(a)(i) to apply.*

(b) Where Sub-clause 5(a)(i) applies, but:

(i) the Vessel does not arrive with cargo tanks cooled down and ready to receive Cargo, then, notwithstanding any other provision of this Charter Party, the Owners shall be entitled to tender Notice of Readiness and time shall count, but any time lost as a result of not arriving in such condition, including, without limitation, time loading LNG to cool the cargo tanks and cooling down the cargo tanks, shall not count as used laytime or time on demurrage or;

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(ii) the Vessel does not arrive with the required quantity of LNG heel, any time lost loading LNG and cooling down the cargo tanks as a result of not arriving with the required quantity shall not count as used laytime or time on demurrage or;

(iii) owing to a delay in loading, there is insufficient LNG for the cargo tanks to remain cooled and ready to receive Cargo, then any time lost loading LNG and cooling down the cargo tanks as a result of such delay shall count as used laytime or time on demurrage.

In any of the above cases, the Charterers shall, at the commencement of loading, provide LNG in such quantity and at such rate as required for the cargo tanks to be cooled down and made ready to receive Cargo. LNG required pursuant to Sub-clauses 5(b)(i) and 5(b)(ii) shall be paid for by the Owners at the LNG Price, except so far as is required as a result of the Charterers' breach. LNG required under paragraph 5(b)(iii) shall be paid for by the Charterers, except so far as is required by the Owners' breach.

- (c) The quantity of LNG used for gassing up and/or cooling down under this Clause shall be determined by an independent inspector appointed and paid for by Charterers, whose report shall be witnessed and signed by both the Vessel and the terminal.

*NB: If the Loading Port does not provide cooling down facilities, special provisions will need to be agreed at the time of fixing the charter.*

**6. Ownership of heel**

- (a) The Owners shall retain title to any LNG in the Vessel's cargo tanks at the time of opening CTMS at the commencement of loading Cargo (the "Heel").

- (b) At completion of discharge the Owners shall be entitled to retain as heel a quantity of LNG up to the maximum stated in Box 14(i), the amount to be declared latest by the date stated in Box 14(ii). If the amount retained by the Owners is greater than the Heel, the Owners shall pay the Charterers for any such difference at the LNG Price upon receipt of the Charterers' invoice. If the amount retained is less than the Heel, then the Charterers shall pay the Owners for any such difference at the LNG Price upon receipt of the Owners' invoice.

**7. Voyage, Loading and Discharging Ports and Logs**

- (a) The Vessel shall, as soon as her prior commitments have been completed, proceed with due dispatch to the Loading Port or so near thereto as she may safely get, lie at and depart from, always afloat, and there load a full Cargo except as otherwise provided in Box 6 and being so loaded shall proceed with due dispatch on completion of formalities to the Discharging Port or so near thereto as she may safely get, lie at and depart from, always afloat, and there deliver the Cargo.

- (b) The Charterers warrant that they have exercised due diligence to ensure that the Loading and Discharging Ports are safe and that the Vessel can safely lie always afloat at such Ports. Notwithstanding anything contained in this or any other clause of this Charter Party, the Charterers do not warrant the safety of any place to which they order the vessel and shall be under no liability in respect thereof except for loss or damage caused by their failure to exercise due diligence as aforesaid.

- (c) The Charterers shall be responsible for providing the Owners with detailed discharging orders as early as possible but, in all cases, providing sufficient time to the Owners/Master to comply therewith without causing delay and/or deviation to the Vessel. Any expenses reasonably incurred and documented by the Owners by reason of the Charterers' failure to nominate loading/discharging ports or to furnish timely loading/discharging orders, including without limitation any additional bunkers consumed, shall be reimbursed by the Charterers who shall also pay, on receipt of the Owners' invoice, for each day of delay or pro rata thereby lost by the Vessel at the demurrage rate specified in Box 22.

- (d) The Master shall when required furnish the Charterers or their agents with a true copy of all relevant logs for the period of this Charter Party and with properly completed loading and discharging port sheets and voyage reports and other returns as the Charterers may reasonably require.

127

128 **8. Ship to Ship Transfer (STS) Clause**

129 (a) If permitted in Box 16, the Charterers shall have the option, at their risk and expense, to perform  
130 lighterage/transhipment operations to or from any other LNG vessel which is not permanently moored.

131 (b) Such operations shall be carried out in accordance with the recommendations of the latest ICS/OCIMF  
132 Ship-to-Ship Guide (Liquefied Gases), as amended from time to time but, in any case, such operations  
133 shall always be at the discretion of the Master. The Charterers undertake that the other LNG vessel and  
134 its crew shall equally comply with the recommendations of the latest ICS/OCIMF Ship-to-Ship Guide  
135 (Liquefied Gases) and the Charterers shall ensure that adequate fendering, hoses, reducers and other  
136 like equipment are provided to the satisfaction of the Master.

137 (c) If the Master, at any time, reasonably considers that such operations are or may become unsafe, they  
138 may be delayed, aborted or discontinued until such time as conditions become safe and, during this  
139 unsafe period Laytime or, in case the vessel is already on Demurrage, Demurrage shall continue to run  
140 unless such operations become unsafe solely due to any reason specified in Clause 17(a)(iii).

141 (d) The Charterers shall obtain any and all relevant permissions from proper authorities to perform STS  
142 transfer operations. The Owners shall permit, at the Charterers' expense (any such expense shall be  
143 reasonable), personnel nominated by the Charterers to attend on board to assist in the STS transfer  
144 operations although such operations shall always be the responsibility of the Owners.

145 (e) The Charterers shall indemnify the Owners for any liabilities, losses or costs, including any cost of  
146 additional insurance, arising out of or related to the STS transfer operations, except to the extent that  
147 these arise out of the Owners' negligence or breach of this Charter Party.

148 **9. Notice of Readiness (NOR)**

149 Upon completion of mooring at the berth (or arrival at the customary anchorage if the berth is not  
150 available on arrival) at each Loading and Discharging Port, the Master or the Vessel's agent shall  
151 tender written notice to the Charterers or their agents at any time day or night, Sundays (or their local  
152 equivalent) and holidays included, that the Vessel is ready at the Loading Port to load Cargo or ready at  
153 the Discharging Port to discharge Cargo, berth or no berth (Notice of Readiness). If for any reason the  
154 port authorities prohibit the Vessel from proceeding to the berth or customary anchorage (as the case  
155 may be), or if the Master deems it unsafe for the Vessel to proceed to such place, then the Master or  
156 his agent may tender Notice of Readiness from a place as close thereto as the Vessel can safely get.

157 **10. Laydays/Cancelling**

158 (a) Laydays shall not commence before the time and date stated in Box 15. Should the Vessel not have  
159 tendered Notice of Readiness in accordance with Clause 9 (Notice of Readiness) by the cancelling date  
160 stated in Box 15 the Charterers shall have the option of cancelling this Charter Party.

161 (b) If the Vessel is not delivered by midnight local time on the cancelling date stated in Box 15, the  
162 Charterers shall be entitled to cancel this Charter Party. However, if the Owners know or ought  
163 reasonably to know that they will be unable to deliver the Vessel by the cancelling date, they shall give  
164 notice in writing to the Charterers thereof as soon as reasonably practicable stating in such notice the  
165 date by which they will be able to deliver the Vessel. The Charterers may within three (3) days of  
166 receipt of such notice give notice in writing to the Owners cancelling this Charter Party. If the Charterers  
167 do not give such notice, then the later date specified in the Owners' notice shall be substituted for the  
168 cancelling date for all the purposes of this Charter Party.

169 In the event the Charterers cancel the Charter Party or accept late delivery, it shall be without prejudice  
170 to any other rights either party may have.

171 **11. Loading and Unloading Rates**

172 The Owners warrant that the Vessel shall be capable of loading and discharging the Cargo as follows:

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173 (a) Loading: a full Cargo may be loaded within the number of hours stated in Box 17(i) if the Vessel's cargo  
174 tanks are at or below the tank design temperature for commencement of loading, excluding the time for  
175 connecting; disconnecting; cooling down; topping up and custody transfer measurement, and provided  
176 that the loading terminal is capable of pumping LNG to the Vessel, at least, at the rate stated in Box  
177 17(ii) and at not less than the pressure stated in Box 17(iii) at the flange connection between ship and  
178 terminal utilising a minimum of two liquid loading arms, and provided that the terminal is capable of  
179 receiving all return vapour from the Vessel that may be generated when loading the Vessel at the  
180 above specified flow rate of LNG; and

181 (b) Discharging: a full Cargo may be discharged within the number of hours stated in Box 18(i), excluding  
182 the time for connecting; disconnecting; cooling down; starting up pumps; ramping up; ramping down for  
183 stripping at end of discharge and custody transfer measurement, and provided that the discharge  
184 terminal is capable of receiving LNG, at least, at the rate stated in Box 18(ii) with a back pressure at the  
185 flange connection between ship and terminal not exceeding one hundred (100) cubic meters of liquid  
186 LNG of specific gravity of zero point five (0.5) utilizing a minimum of two liquid unloading arms. The  
187 terminal must also be capable of providing sufficient return vapour to the Vessel to compensate for the  
188 displacement of the LNG being discharged from the Vessel.

189 **12. Loading and Discharging**

190 (a) The Cargo shall be pumped into the Vessel at the expense of the Charterers and, as far as the  
191 Vessel's permanent ship/shore connection, at the Charterers' risk. The cargo shall be pumped out of  
192 the Vessel at the expense of the Owners, as far as the Vessel's permanent ship/shore connection, at  
193 the Owners' risk. The Vessel shall supply its pumps and the necessary power for discharging in all  
194 ports, as well as necessary hands. All overtime of officers and ratings incurred in loading and/or  
195 discharging shall be for the Owners' account.

196 (b) The Charterers shall furnish, or cause to be furnished, the necessary loading arms or hoses for loading  
197 and discharging and such arms or hoses shall be connected and disconnected under the control of the  
198 Owners but at the Charterers' expense.

199 **13. Laytime**

200 (a) The number of running hours stated in Box 19 shall be allowed to the Charterers for the loading and  
201 discharging of the Cargo.

202 (b) (i) The Charterers shall have the right of loading or discharging during the night, paying all extra  
203 expenses incurred ashore.

204 (ii) If the Charterers, suppliers, consignees or the regulations of the port authorities prohibit loading or  
205 discharging at night, time so lost shall count as laytime.

206 **14. Commencement of Laytime**

207 (a) Laytime shall commence at each Loading and Discharging Port either:

208 (i) at the expiration of six (6) hours' notice time after the tendering of Notice of Readiness, or

209 (ii) immediately upon completion of mooring at the Loading Port or Discharging Port, with or without  
210 Notice of Readiness, whichever first occurs,

211 but in any event Notice of Readiness at the Loading Port shall not be tendered and laytime shall not  
212 commence before the time and date stated in Box 15 and, if a Delivery Window is stated in Box 21, at  
213 the Discharge Port not before the commencement of the Delivery Window.

214 (b) Notwithstanding anything else in this Clause, if the Charterers agree to load before the time and date  
215 stated in Box 15 or discharge before the commencement of the Delivery Window, any time used before  
216 such time and date shall count as laytime or demurrage, as the case may be.

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**217 15. Demurrage**

218 (a) The Charterers shall pay demurrage at the daily rate specified in Box 22 or pro rata for part thereof for  
219 all time by which used laytime exceeds the allowed laytime as stated in Box 19. Payment of demurrage  
220 shall be made in the same manner as stated in Box 24 for the payment of freight and such payment will  
221 be due from Charterers day by day. Undisputed demurrage shall be paid promptly on receipt of the  
222 Owners' invoice and the Charterers shall also present promptly their reasons for disputing the balance.  
223 Such balance of disputed demurrage, if any, shall be discussed and settled soonest thereafter.

224 (b) Demurrage time bar - Demurrage claims, if any, shall be presented to the Charterers not later than  
225 ninety (90) days after completion of discharge with available supporting documents, failing which such  
226 claims shall be considered null and void by both parties.

**227 16. Cessation of Laytime/Demurrage**

228 (a) Time shall continue to count as laytime or, if the Vessel is on demurrage, time on demurrage, until the  
229 hoses and/or connections have been disconnected or until all necessary cargo documents have been  
230 received on board, whichever is the later.

231 (b) Any delay due to the Vessel's condition or breakdown or inability of the Vessel's facilities to cool down,  
232 load or discharge Cargo shall not count as Laytime.

**233 17. Laytime/Demurrage Exceptions**

234 (a) Time shall not count as laytime or demurrage if lost for any of the following reasons:

235 (i) as a result of a boycott arising in connection with the business of the Owners; the terms or conditions  
236 of employment of the Owners' servants; or employment, trades, or cargoes of the Vessel other than  
237 under this Charter Party; or any delay caused by strike or lockout of the Master, officers or crew;

238 (ii) due to restraint or interference in the Vessel's operation by any governmental authority in connection  
239 with the ownership, registration, or obligations of the Owners or the Vessel, or in connection with  
240 stowaways, or with smuggling or other prohibited activities of the Owners' servants, unless such  
241 restraint or interference involves the Cargo under this Charter Party, or the Charterers, or the shippers  
242 or receivers of the Cargo and their servants and agents under this Charter Party;

243 (iii) due to break-down, inefficiency, repairs or any other conditions attributable to the Vessel, Master,  
244 crew and/or Owners;

245 (iv) due to the Vessel's failure to have on board a certificate, record, or other document required for  
246 trading to the Loading and/or Discharging Ports;

247 (v) if, after tendering Notice of Readiness, the Vessel is nevertheless found not to be in all respects  
248 ready to load/discharge, time shall not count as laytime or, if the Vessel is on demurrage, as time on  
249 demurrage, from when the Vessel was found not to be ready until the Vessel is in fact ready to  
250 load/discharge;

251 (vi) due to ballasting/de-ballasting (unless concurrent with loading/discharging);

252 (vii) moving from the place of waiting to the first loading/discharging berth/place.

253 (b) Unless otherwise agreed in Box 20, time used for purging of tanks and/or gassing-up and/or cooling-  
254 down will be allocated in accordance with Clause 5 (Presentation and Conditioning of Cargo Tanks at  
255 the Loading Port).

256 (c) Delays in berthing for loading or discharging, and any delays after berthing, which are due to weather  
257 conditions shall count as one half laytime or, if on demurrage, at one half demurrage rate.

258 (d) If demurrage accrues at ports of loading or discharging by reason of strike or lockout preventing or  
259 delaying the Vessel from entering the Loading or Discharging Ports or from loading or discharging the  
260 Cargo, or by reason of fire or explosion or breakdown of the shore machinery of the Charterers or their



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261 agents, the rate of demurrage shall be reduced to one-half for any demurrage thereby incurred.  
262 However, in case of delay to the Vessel caused by any such strike, lock-out, fire, explosion or  
263 breakdown, commencing or occurring after expiry of the laytime, the full demurrage rate shall apply.

264 (e) Where the Vessel and/or crew are subject to quarantine at any Loading or Discharging Port at any time  
265 before expiry of laytime at such Port, and such quarantine was not in force at the time of nomination,  
266 half of the time lost by reason of quarantine at such port shall count as laytime or demurrage as the  
267 case may be.

268 **18. Delivery Window**

269 If Box 21 contains a Delivery Window:

270 (a) during the Sea Passage, the Vessel shall proceed at such speed(s) as may be required (up to the  
271 Vessel's Service Speed as stated in Annex A (Gas Form B)) to arrive at the Discharging Port within the  
272 Delivery Window (except that the Owners shall not be liable for any failure to proceed at any speed  
273 required by this paragraph to the extent that such failure is beyond the Owners' reasonable control);

274 (b) whenever natural boil-off is insufficient to achieve such speed(s) as may be required (up to the Vessel's  
275 Service Speed as stated in Annex A (Gas Form B)) to arrive at the Discharging Port within the Delivery  
276 Window, the Owners shall inform the Charterers as soon as reasonably practicable. To the extent that  
277 the Owners reasonably calculate that it is possible to achieve such speed by forcing boil-off without  
278 exceeding the Boil-Off Cap during the Sea Passage, the Owners may force boil-off. In all other cases  
279 the Vessel shall supplement boil-off with Fuel to achieve such speed, except to the extent that the  
280 Charterers agree to force boil-off to do so. In any event, if the Boil-Off Cap is exceeded the Owners  
281 shall remain liable in accordance with Clause 23;

282 (c) if the Vessel arrives at the Discharging Port more than three (3) hours after the end of the Delivery  
283 Window owing to a breach of this Charter Party by the Owners, laytime at the Discharging Port shall  
284 commence upon completion of mooring at the berth, without prejudice to the terms of Clause 17(a)(v).

285 **19. Cargo Measurement**

286 All Cargo measurement hereunder for the calculation of freight or any warranties related to Cargo or  
287 heel volumes shall be determined from the final custody transfer documentation, certifying  
288 measurements taken on board the Vessel immediately before and after Cargo transfer at the Loading  
289 and Discharging Ports, as applicable. Such measurements shall be witnessed and signed by both the  
290 Vessel and the terminal providing or receiving the Cargo. The Charterers may provide its own  
291 representatives to be present at any custody transfer measurement applicable to the Cargo carried  
292 hereunder. Custody transfer measurements shall be carried out following the recommendation of the  
293 GIIGNL custody transfer handbook and otherwise in accordance with standard industry practice.

294 **20. Freight**

295 The Charterers shall pay the Owners a lump sum all inclusive freight stated in Box 23. Freight shall be  
296 deemed earned and non-refundable on loading of Cargo, Vessel and/or Cargo lost or not lost.

297 Eighty per cent (80%) of the lump sum freight is payable without deduction or set-off within the number  
298 of Banking Days stated in Box 24(i) upon the later of the receipt of the Owners' invoice or the Vessel's  
299 arrival at the Loading Port.

300 The balance of the lump sum freight shall be payable without deduction or set off other than any sums  
301 payable to the Charterers by the Owners under Clause 6 (Ownership of heel) upon the later of the  
302 receipt of the Owners' invoice or the completion of discharge as evidenced by the unloading certificate.

303 **21. Billing**

304 (a) Freight, demurrage and any other monies payable to the Owners pursuant to this Charter Party shall be  
305 payable in the currency stated in Box 24(ii) and invoiced to the Charterers at the billing address stated  
306 in Box 24(iii) and paid to the Owners' nominated bank account stated in Box 24(iv).

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307 (b) Monies payable to the Charterers pursuant to this Charter Party shall be payable in the currency stated  
308 in Box 25(i) and invoiced to the Owners at the billing address stated in Box 25(ii) and paid to the  
309 Charterers' nominated bank account stated in Box 25(iii).

310 **22. Shifting**

311 The Charterers shall have the right to load and/or discharge at more than one location at each port on  
312 payment of all expenses incurred in moving the Vessel from the first to the second and any subsequent  
313 location(s), including any bunkers consumed whilst shifting and any dues, costs or expenses incurred in  
314 excess of those which would have been incurred if all the Cargo had been loaded or discharged at the  
315 first location only. Time used in shifting between such locations shall count as laytime or, if the Vessel is  
316 on Demurrage, Demurrage.

317 **23. Boil-off of Cargo**

318 The Vessel shall be entitled to use as propulsive fuel all natural boil-off from the LNG being carried.  
319 Such boil-off shall be provided by the Charterers without cost to the Owners subject to the following:

320 (a) The Owners warrant that at all times the daily natural boil-off of Cargo shall not exceed the rate stated  
321 in Annex A (Gas Form B).

322 (b) Notwithstanding any provision to the contrary (including without limitation Clause 28A (General Clause  
323 Paramount) and Clause 26 (General Exceptions)), the Owners warrant that any boil-off of Cargo during  
324 the Sea Passage (whether natural or forced) shall not exceed the total amount of boil-off stated in Box  
325 27 ("the Boil-off Cap"), except that boil-off caused by any of the following shall not count towards the  
326 Boil-off Cap:

327 (i) Charterers' breach of this Charter Party;

328 (ii) any request by the Charterers to discharge the Cargo at a temperature different from the latest  
329 published Terminal Guidelines;

330 (iii) any delay due to the following: blocked or restricted channels; seizure or detention of the Vessel by  
331 piracy or war risks; blockade; strikes or lockouts; or

332 (iv) any additional boil-off caused if Charterers request, and the Owners agree, that the Vessel shall  
333 increase or decrease speed above or below any speed required by this Charter Party.

334 (c) The actual amount of boil-off during the Sea Passage shall be calculated by subtracting the volume of  
335 Cargo contained in the Vessel's tanks at gauging on completion of the Sea Passage at the Discharging  
336 Port from the volume of Cargo therein at gauging at the beginning of the Sea Passage at the Loading  
337 Port. For the purpose of this clause, the volume of Cargo shall be the volume of LNG at the relevant  
338 time minus the Heel.

339 (d) Any Cargo boil-off in excess of the above warranties shall be paid for by Owners at the LNG Price.

340 (e) For Cargo boil-off before and after the Sea Passage the Owners shall pay the Charterers at the LNG  
341 Price for any Cargo boil-off arising from Owners' breach of this Charter Party and from delay which is  
342 excepted from laytime under Sub-clauses 17(a)(i) to (v).

343 (f) Where accurate measurement of LNG lost as boil-off is impossible for whatever reason, the LNG lost  
344 as boil-off shall be assumed to have occurred at a constant rate equal to the percentage of boil-off rate  
345 stated in Annex A (Gas Form B).

346 (g) The Owners shall keep a strict account of all Cargo loaded, boil-off, and Cargo discharged.

347 **24. Payment for LNG**

348 Where either party is required to pay for LNG at the LNG Price, the quantity of such LNG shall be  
349 calculated using the Conversion Factor.

**25. Dues, taxes and charges**

- (a) On the Vessel – The Owners shall pay all dues, duties, taxes and other charges customarily levied on the Vessel, howsoever the amount thereof may be assessed.
- (b) On the Cargo – The Charterers shall pay all dues, duties, taxes and charges levied on the Cargo at the Loading and/or Discharging Port, howsoever the amount thereof may be assessed.
- (c) On the freight – Unless otherwise agreed in Box 26 taxes levied on the freight shall be paid by the Charterers.

**26. General Exceptions**

The Vessel, its Master and Owners shall not, unless otherwise expressly stated in this Charter Party, be responsible for any loss or damage, or delay or failure in performing hereunder arising or resulting from: any act, neglect, default or barratry of the Master, pilots, mariners or other servants of Owners in the navigation of the Vessel; fire, unless caused by the fault of Owners; collision, stranding or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; or any loss or damage arising from inherent defect, quality or vice of the Cargo; any act or omission of the Charterers or Owners, shippers or consignees of the Cargo, their agents or representatives; explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or machinery, unless caused by the fault of Owners; unseaworthiness of the Vessel unless caused by want of due diligence on the part of Owners to make the Vessel seaworthy or to have it properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault of the Owners.

Neither the Vessel nor the Master or Owners, nor the Charterers, shall unless otherwise expressly stated in this Charter Party, be responsible for any loss or damage or delay or failure in performing hereunder, arising or resulting from: Act of God; act of war; perils of the sea; act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people; or seizure under legal process provided bond is promptly furnished to release the Vessel or Cargo; strike or lockout or stoppage or restraint of labour from whatever cause, either partial or general; or riot or civil commotion.

**27. Bills of Lading**

Bills of lading shall be presented to and signed by the Master without prejudice to this Charter Party, or signed by Agents provided written authority has been given by the Owners to the Agents, a copy of which is to be furnished to the Charterers.

The Charterers shall indemnify the Owners against all liabilities that may arise from the signing of bills of lading as presented to the extent that the terms or contents of such bills of lading impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under the terms of this Charter Party.

**28. Protective Clauses**

The following protective clauses shall be deemed to form part of this Charter Party and all bills of lading or waybills issued under this Charter Party shall contain the following clauses:

**A. General Paramount Clause**

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination, compulsorily applicable to shipments, in which case the provisions of such Rules shall apply.

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398 The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the  
399 Hague-Visby Rules apply, whether mandatorily or by this Contract.

400 The Carrier shall in no case be responsible for loss of or damage to Cargo arising prior to loading, after  
401 discharging, or while the Cargo is in the charge of another carrier.

402 **B. General Average and New Jason Clause**

403 General average shall be adjusted and settled in London unless otherwise agreed and stated in Box 28  
404 according to the York/Antwerp Rules, 1994.

405 If General average is to be adjusted in accordance with the law and practice of the United States of  
406 America, the following clause shall apply:

407 "In the event of accident, danger, damage or disaster before or after the commencement of the voyage,  
408 resulting from any cause whatsoever, whether due to negligence or not, for which, or for the  
409 consequence of which, the Owners are not responsible, by statute, contract or otherwise, the goods,  
410 shippers, consignees or owners of the goods shall contribute with the Owners in general average to the  
411 payment of any sacrifices, losses or expenses of a general average nature that may be made or  
412 incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving vessel  
413 is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or  
414 vessels belonged to strangers.

415 Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of  
416 the goods and any salvage and special charges thereon shall, if required, be made by the goods,  
417 shippers, consignees or owners of the goods to the Owners before delivery."

418 **C. Both-to-Blame Collision Clause**

419 If the liability for any collision in which the Vessel is involved while performing this Contract falls to be  
420 determined in accordance with the laws of the United States of America, the following clause shall  
421 apply:

422 "If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel  
423 and any act, neglect or default of the Master, mariner, pilot or the servants of the Owners in the  
424 navigation or in the management of the Vessel, the owners of the Cargo carried hereunder will  
425 indemnify the Owners against all loss or liability to the other or non-carrying vessel or her owners in so  
426 far as such loss or liability represents the loss of, or damage to, or any claim whatsoever of the owners  
427 of the said cargo, paid or payable by the other or non-carrying vessel, or her owners, to the owners of  
428 said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part  
429 of their claim against the carrying Vessel or Owners.

430 The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel  
431 or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect  
432 of a collision or contact."

433 **D. BIMCO War Risks Clause 2013**

434 (a) For the purpose of this Clause, the words:

435 (i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other  
436 operators who are charged with the management of the Vessel, and the Master; and

437 (ii) "War Risks" shall include any actual, threatened or reported:

438 War, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations; laying  
439 of mines; acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "Piracy"); acts of  
440 terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or  
441 imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or  
442 otherwise howsoever), by any person, body, terrorist or political group, or the government of any state  
443 or territory whether recognised or not, which, in the reasonable judgement of the Master and/or the

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- 444 Owners, may be dangerous or may become dangerous to the Vessel, cargo, crew or other persons on  
445 board the Vessel.
- 446 (b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the  
447 Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose the  
448 Vessel, cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to  
449 the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may  
450 expose the Vessel, cargo, crew or other persons on board the Vessel to War Risks; provided always  
451 that if this Contract of Carriage provides that loading or discharging is to take place within a range of  
452 ports, and at the port or ports nominated by the Charterers the Vessel, cargo, crew, or other persons on  
453 board the Vessel may be exposed to War Risks, the Owners shall first require the Charterers to  
454 nominate any other safe port which lies within the range for loading or discharging, and may only cancel  
455 this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48  
456 hours of receipt of notice of such requirement.
- 457 (c) The Owners shall not be required to continue to load cargo for any voyage, or to sign bills of lading,  
458 waybills or other documents evidencing contracts of carriage for any port or place, or to proceed or  
459 continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to  
460 proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the  
461 cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is  
462 completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, cargo, crew  
463 or other persons on board the Vessel may be exposed to War Risks. If it should so appear, the Owners  
464 may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part  
465 thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated  
466 such a port, the Owners may discharge the cargo at any safe port of their choice (including the Loading  
467 Port) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the  
468 Charterers the extra expenses of such discharge and, if the discharge takes place at any port other  
469 than the Loading Port, to receive the full freight as though the cargo had been carried to the  
470 Discharging Port and if the extra distance exceeds 100 miles, to additional freight which shall be the  
471 same percentage of the freight contracted for as the percentage which the extra distance represents to  
472 the distance of the normal and customary route, the Owners having a lien on the cargo for such  
473 expenses and freight.
- 474 (d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the  
475 reasonable judgement of the Master and/or the Owners, the Vessel, cargo, crew or other persons on  
476 board the Vessel may be exposed to War Risks on any part of the route (including any canal or  
477 waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is  
478 another longer route to the Discharging Port, the Owners shall give notice to the Charterers that this  
479 route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100  
480 miles, to additional freight which shall be the same percentage of the freight contracted for as the  
481 percentage which the extra distance represents to the distance of the normal and customary route.
- 482 (e) (i) The Owners may effect War Risks insurance in respect of the Vessel and any additional insurances  
483 that Owners reasonably require in connection with War Risks and the premiums therefor shall be for  
484 their account.
- 485 (ii) If, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Charter  
486 Party, the Vessel proceeds to or through any area or areas exposed to War Risks, the Charterers shall  
487 reimburse to the Owners any additional premiums required by the Owners' insurers. If the Vessel  
488 discharges all of her cargo within an area subject to additional premiums as herein set forth, the  
489 Charterers shall further reimburse the Owners for the actual additional premiums paid from completion  
490 of discharge until the Vessel leaves such area or areas. The Owners shall leave the area or areas as  
491 soon as possible after completion of discharge.
- 492 (iii) All payments arising under this Sub-clause (e) shall be settled within fifteen (15) days of receipt of  
493 Owners' supported invoices.
- 494 (f) The Vessel shall have liberty:

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- 495 (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes,  
496 sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way  
497 whatsoever, which are given by the government of the nation under whose flag the Vessel sails, or  
498 other government to whose laws the Owners are subject, or any other government of any state or  
499 territory whether recognised or not, body or group whatsoever acting with the power to compel  
500 compliance with their orders or directions;
- 501 (ii) to comply with the requirements of the Owners' insurers under the terms of the Vessel's  
502 insurance(s);
- 503 (iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective  
504 orders of any other Supranational body which has the right to issue and give the same, and with  
505 national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and  
506 directions of those who are charged with their enforcement;
- 507 (iv) to discharge at any alternative port any cargo or part thereof which may expose the Vessel to being  
508 held liable as a contraband carrier;
- 509 (v) to call at any alternative port to change the crew or any part thereof or other persons on board the  
510 Vessel when there is reason to believe that they may be subject to internment, imprisonment, detention  
511 or similar measures;
- 512 (vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of  
513 this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports  
514 whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary  
515 route.
- 516 (g) The Charterers shall indemnify the Owners for claims arising out of the Vessel proceeding in  
517 accordance with any of the provisions of Sub-clauses (b) to (f) which are made under any bills of lading,  
518 waybills or other documents evidencing contracts of carriage.
- 519 When acting in accordance with any of the provisions of Sub-clauses (b) to (f) of this Clause anything is  
520 done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment  
521 of the Contract of Carriage.
- 522 **E. BIMCO Piracy Clause for Single Voyage Charter Parties 2013**
- 523 (a) If, after entering into this Charter Party, in the reasonable judgement of the Master and/or the Owners,  
524 any port, place, area or zone, or any waterway or canal (hereinafter "Area") on any part of the route  
525 which is normally and customarily used on a voyage of the nature contracted for becomes dangerous,  
526 or the level of danger increases, to the Vessel, Cargo, crew or other persons on board the Vessel due  
527 to any actual, threatened or reported acts of piracy and/or violent robbery and/or capture/seizure  
528 (hereinafter "Piracy"), the Owners shall be entitled to take a reasonable alternative route to the  
529 Discharging Port and, if they so decide, immediately give notice to the Charterers that such route will be  
530 taken. Should the Vessel be within any such place as aforesaid which only becomes dangerous, after  
531 entry, it shall be at liberty to leave it.
- 532 (b) In any event, if the Vessel proceeds to or through an Area exposed to the risk of Piracy the Owners  
533 shall have the liberty:
- 534 (i) to take reasonable preventative measures to protect the Vessel, crew and Cargo including but not  
535 limited to re-routeing within the Area, proceeding in convoy, using escorts, avoiding day or night  
536 navigation, adjusting speed or course, or engaging security personnel and/or deploying equipment on  
537 or about the Vessel (including embarkation/disembarkation);
- 538 (ii) to comply with the requirements of the Owners' insurers under the terms of the Vessel's  
539 insurance(s);

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(iii) to comply with all orders, directions, recommendations or advice given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group (including military authorities) whatsoever acting with the power to compel compliance with their orders or directions; and

(iv) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.

(c) This Clause shall be incorporated into any bill of lading, waybills or other documents evidencing contracts of carriage (hereinafter “Contracts of Carriage”) issued pursuant to this Charter Party. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the Master signing Contracts of Carriage as presented to the extent that the terms of such Contracts of Carriage impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Clause.

(d) If in compliance with this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party. In the event of a conflict between the provisions of this Clause and any implied or express provision of the Charter Party, this Clause shall prevail.

**29. International Group of P&I Clubs Financial Security In Respect Of Pollution Clause**

(a) Owners warrant that throughout the currency of this Charter Party they will provide the vessel with the following certificates:

(i) If the vessel is over 1,000 gross tons and is registered in, or is required to enter a port or offshore facility in the territorial sea of, a State Party to the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a Certificate issued pursuant to Article 7 of that Convention.

(ii) If the vessel is constructed or adapted for the carriage of persistent oil in bulk as cargo and is carrying more than 2,000 tons of such cargo, a Certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Oil Pollution Damage, 1992, as applicable.

(iii) If the vessel is over 300 gross tons (or as might otherwise be required by US Federal Statutes and Regulations) and is required to enter US navigable waters or any port or place in the US, a Certificate issued pursuant to Section 1016 (a) of the Oil Pollution Act 1990, and Section 108 (a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part 138.

(b) Notwithstanding anything whether printed or typed herein to the contrary,

(i) Save as required for compliance with paragraph (a) hereof, owners shall not be required to establish or maintain financial security in respect of oil or other pollution damage to enable the vessel lawfully to enter, remain in or leave any port, place, territorial or contiguous waters of any country, state or territory in performance of this Charter Party.

(ii) Charterers shall indemnify owners and hold them harmless in respect of any loss, damage, liability or expense (including but not limited to the costs of any delay incurred by the vessel as a result of any failure by the charterers promptly to give alternative voyage orders) which owners may sustain due to non-compliance with any demand or requirement to establish or maintain financial security in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.

(iii) Without prejudice to paragraphs (b)(i) and (b)(ii), if owners establish or maintain financial security other than to the extent provided in paragraph (a) hereof (in order to enable the vessel lawfully to enter, remain in or leave any port, place or waters), charterers shall, unless otherwise expressly agreed,

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- 586 indemnify owners and hold them harmless in respect of any costs or delay incurred in establishing or  
587 maintaining such security.
- 588 (iv) Owners shall not be liable for any loss, damage, liability or expense whatsoever and howsoever  
589 arising which charterers and/or the holders of any bill of lading issued pursuant to this Charter Party  
590 may sustain by reason of any requirement to establish or maintain financial security in order to enter,  
591 remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.
- 592 (c) Charterers warrant that the terms of this clause will be incorporated effectively into any bill of lading  
593 issued pursuant to this Charter Party.
- 594 **30. BIMCO ISPS/MTSA Clause for Voyage Charter Parties 2005**
- 595 (a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships  
596 and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to  
597 the Vessel and “the Company” (as defined by the ISPS Code). If trading to or from the United States or  
598 passing through United States waters, the Owners shall also comply with the requirements of the US  
599 Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the “Owner” (as defined  
600 by the MTSA).
- 601 (ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship  
602 Security Certificate (or the Interim International Ship Security Certificate) and the full style contact  
603 details of the Company Security Officer (CSO).
- 604 (iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay)  
605 caused by failure on the part of the Owners or “the Company”/“Owner” to comply with the requirements  
606 of the ISPS Code/MTSA or this Clause shall be for the Owners’ account, except as otherwise provided  
607 in this Charter Party.
- 608 (b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon  
609 request, any other information the Owners require to comply with the ISPS Code/MTSA.
- 610 (ii) Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure  
611 on the part of the Charterers to comply with this Clause shall be for the Charterers’ account, except as  
612 otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or  
613 time on demurrage.
- 614 (c) Provided that the delay is not caused by the Owners’ failure to comply with their obligations under the  
615 ISPS Code/MTSA, the following shall apply:
- 616 (i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to  
617 tender Notice of Readiness even if not cleared due to applicable security regulations or measures  
618 imposed by a port facility or any relevant authority under the ISPS Code/MTSA.
- 619 (ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the  
620 ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely  
621 from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality  
622 of the crew or the identity of the Owners’ managers.
- 623 (d) Notwithstanding anything to the contrary provided in this Charter Party, any costs or expenses  
624 whatsoever solely arising out of or related to security regulations or measures required by the port  
625 facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to,  
626 security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the  
627 Charterers’ account, unless such costs or expenses result solely from the negligence of the Owners,  
628 Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the  
629 Owners’ managers. All measures required by the Owners to comply with the Ship Security Plan shall be  
630 for the Owners’ account.



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

633 **31. BIMCO Designated Entities Clause for Charter Parties**

634 (a) The provisions of this clause shall apply in relation to any sanction, prohibition or restriction imposed on  
635 any specified persons, entities or bodies including the designation of specified vessels or fleets under  
636 United Nations Resolutions or trade or economic sanctions, laws or regulations of the European Union  
637 or the United States of America.

638 (b) Owners and Charterers respectively warrant for themselves (and in the case of any sublet, Charterers  
639 further warrant in respect of any sub-charterers, shippers, receivers, or cargo interests) that at the date  
640 of this fixture and throughout the duration of this Charter Party they are not subject to any of the  
641 sanctions, prohibitions, restrictions or designation referred to in Sub-clause (a) which prohibit or render  
642 unlawful any performance under this Charter Party or any sublet or any Bills of Lading. Owners further  
643 warrant that the nominated vessel, or any substitute, is not a designated vessel.

644 (c) If at any time during the performance of this Charter Party either party becomes aware that the other  
645 party is in breach of warranty as aforesaid, the party not in breach shall comply with the laws and  
646 regulations of any Government to which that party or the Vessel is subject, and follow any orders or  
647 directions which may be given by any body acting with powers to compel compliance, including where  
648 applicable the Owners' flag State. In the absence of any such orders, directions, laws or regulations,  
649 the party not in breach may, in its option, terminate the Charter Party forthwith or, if Cargo is on board,  
650 direct the Vessel to any safe port of that party's choice and there discharge the Cargo or part thereof.

651 (d) If, in compliance with the provisions of this Clause, anything is done or is not done, such shall not be  
652 deemed a deviation but shall be considered due fulfilment of this Charter Party.

653 (e) Notwithstanding anything in this Clause to the contrary, Owners or Charterers shall not be required to  
654 do anything which constitutes a violation of the laws and regulations of any State to which either of  
655 them is subject.

656 (f) Owners or Charterers shall be liable to indemnify the other party against any and all claims, losses,  
657 damage, costs and fines whatsoever suffered by the other party resulting from any breach of warranty  
658 as aforesaid.

659 (g) Charterers shall procure that this Clause is incorporated into all sub-charters, contracts of carriage and  
660 Bills of Lading issued pursuant to this Charter Party.

661 **32. Limitation of Liability**

662 Any provision of this Charter Party to the contrary notwithstanding, the Owners shall have the benefit of  
663 all limitation of, and exemptions from, liability accorded to the owners or chartered owners of vessels by  
664 any statute or rule of law for the time being in force.

665 **33. Deviation**

666 The Vessel shall have the liberty to proceed via any route, to call at any port or ports whatsoever in any  
667 order in or out of the route, to sail with or without pilots, to tow or be towed, and to deviate for the  
668 purpose of saving life or property or of landing any ill or injured person on board or for any other  
669 reasonable purpose. The Vessel shall not have the liberty to deviate for bunkers without the Charterers'  
670 prior written consent. The exercise of any liberty in this Clause shall form part of the agreed voyage.

671 **34. Lien**

672 The Owners shall have a lien on the Cargo and all sub-freights payable in respect of the Cargo for  
673 freight, demurrage, claims for damages, and for all other amounts due under this contract and all costs  
674 of recovering same, including legal fees.

675 **35. Subletting**

676 The Charterers shall have the option of subletting the Vessel to any person or company, but the  
677 Charterers shall always remain responsible to the Owners for due performance of this Charter Party.

678 **36. Agency**

679 The Owners shall nominate and appoint agents at the Loading Port and Discharging Port.

680 **37. BIMCO Dispute Resolution Clause 2016**

681 (a)\* This Charter Party shall be governed by and construed in accordance with English law and any dispute  
682 arising out of or in connection with this Charter Party shall be referred to arbitration in London in  
683 accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to  
684 the extent necessary to give effect to the provisions of this Clause.

685 The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association  
686 (LMAA) Terms current at the time when the arbitration proceedings are commenced.

687 The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint  
688 its arbitrator and send notice of such appointment in writing to the other party requiring the other party  
689 to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will  
690 appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice  
691 that it has done so within the fourteen (14) days specified. If the other party does not appoint its own  
692 arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a  
693 dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint  
694 its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole  
695 arbitrator shall be binding on both parties as if the arbitrator had been appointed by agreement.

696 Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the  
697 appointment of a sole arbitrator.

698 In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other  
699 sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small  
700 Claims Procedure current at the time when the arbitration proceedings are commenced.

701 (b)\* This Agreement shall be governed by U.S. maritime law or, if this Agreement is not a maritime contract  
702 under U.S. law, by the laws of the State of New York. Any dispute arising out of or in connection with  
703 this Agreement shall be referred to three (3) persons at New York, one to be appointed by each of the  
704 parties hereto, and the third by the two so chosen. The decision of the arbitrators or any two of them  
705 shall be final, and for the purposes of enforcing any award, judgment may be entered on an award by  
706 any court of competent jurisdiction. The proceedings shall be conducted in accordance with the SMA  
707 Rules current as of the date of this Agreement.

708 In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other  
709 sum as the parties may agree) the arbitration shall be conducted in accordance with the SMA Rules for  
710 Shortened Arbitration Procedure current as of the date of this Agreement.

711 (c) This Contract shall be governed by and construed in accordance with Singapore\*\*/English\*\* law.

712 Any dispute arising out of or in connection with this Contract, including any question regarding its  
713 existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore in  
714 accordance with the Singapore International Arbitration Act (Chapter 143A) and any statutory  
715 modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this  
716 Clause.

717 The arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore Chamber  
718 of Maritime Arbitration (SCMA) current at the time when the arbitration proceedings are commenced.

719 The reference to arbitration of disputes under this clause shall be to three arbitrators. A party wishing to  
720 refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to  
721 the other party requiring the other party to appoint its own arbitrator and give notice that it has done so  
722 within fourteen (14) calendar days of that notice and stating that it will appoint its own arbitrator as sole  
723 arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within  
724 the fourteen (14) days specified. If the other party does not give notice that it has done so within the

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fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of USD 75,000 (or such other sum as the parties may agree) the arbitration shall be conducted before a single arbitrator in accordance with the SCMA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(d)\* This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.

(e) Save in respect of Sub-clause (b), the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Agreement. In the case of any dispute in respect of which arbitration has been commenced under Sub-clause (a), (c) or (d), the following shall apply:

(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the “Mediation Notice”) calling on the other party to agree to mediation.

(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal (“the Tribunal”) or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.

(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.

(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.

(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator’s costs and expenses.

(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

*(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)*

*\* Sub-clauses (a), (b), (c) and (d) are alternatives; indicate alternative agreed in Box 29. If Box 29 is not filled in, then sub-clause (a) of this Clause shall apply. Sub-clause (e) shall apply in all cases except for alternative (b).*

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770        *\*\* Singapore and English law are alternatives; if Sub-clause (c) agreed also indicate choice of*  
771        *Singapore or English law in Box 29. If neither or both are indicated, then English law shall apply by*  
772        *default.*

773        **38. Commission**

774        A brokerage commission at the rate stated in Box 2 on the freight and demurrage earned is due to the  
775        party stated in Box 2 at the time of the Owners receiving these payments.

776        **39. Notices**

777        For the purpose of giving notices the Owners' contact details are stated in Box 30 and the Charterers'  
778        contact details are stated in Box 31. Any notice to be given under this Charter Party shall be in writing.

780        **40. Severance**

781        If by reason of any enactment or judgment any provision of this Charter Party shall be deemed or held  
782        to be illegal, void or unenforceable in whole or in part, all other provisions of this Charter Party shall be  
783        unaffected thereby and shall remain in full force and effect.

784        **41. Entire Agreement**

785        This Charter Party, including Annex A (Gasform B) as referenced herein and attached hereto, is the  
786        entire agreement of the parties and supersedes all previous written or oral understandings relating to  
787        the obligations contained herein and which may not be modified except by a written amendment signed  
788        by both parties.

789        **42. Headings**

790        The headings of this Charter Party are for identification only and shall not be deemed to be part hereof  
791        or be taken into consideration in the interpretation or construction of this Charter Party.

792        **43. Singular/Plural**

793        The singular includes the plural and vice versa as the context admits or requires.

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**LNGVOY Liquefied Natural Gas Voyage Charter Party**  
**ANNEX A – GAS FORM B**

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