 



ASBATANKVOY

Voyage Charter Party

October 1977

Clause Index

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Preamble

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| **IT IS THIS DAY AGREED between** | SCHIFFAHRTS-GESELLSCHAFT "HANSA SEALANCER" MBH & CO. KG |

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| **chartered owner/owner (hereinafter called the "Owner") of the** |

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| **SS/MS** | HANSA SEALANCER | (hereinafter called the "Vessel") |

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| **and** | UNIPEC SINGAPORE PTE LTD | (hereinafter called the "Charterer") |

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| that the transportation herein provided for will be performed subject to the terms and conditions of this Charter Party, which includes this Preamble and Part I and Part II. In the event of a conflict, the provisions of Part I will prevail over those contained in Part II. |

Part 1

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| **A. Description and Position of Vessel:** |

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| **Deadweight:** | 47,451.00 tons | tons (2240 lbs.) |

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| **Classed:** | Lloyds Register |

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| **Loaded draft of Vessel on assigned summer freeboard** | 41 ft. 4.7 in. in salt water (12.617 m) | ft. |

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| 41 ft. 4.7 in. | in. in salt water. |

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| **Capacity for cargo:** | 47,451 tons (of 2240 lbs. each) | tons (of 2240 lbs. each) |

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| Not observed | % more or less, Vessel's option. |

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| **Coated:** | Yes (Pure Epoxy, Whole Tank) |

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| **Coiled:** | Not observed |

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| **Last two cargoes:** | ULSD / JET |

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| **Now:** | VSL AT YOSU WAITING FOR BERTH (as of Feb 16, 2023) |

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| **Expected Ready:** | ETB/D YOSU 19/20 FEB 2023 |

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| **B. Laydays:** |

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| **Comencing:** | 27th February 2023 (0001 HRS) |

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| **Cancelling:** | 29th February 2023 (2359 HRS) |

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| **C. Loading Port(s):** | 1-2 port(s) Zhanjiang-Huizhou range, China |

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| **D. Discharging Port(s):** | 1-3 port(s)/STS Philippines and/or in Charterer's option; 1-3 port(s)/STS location Singapore-Pengerang-Tanjung Langsat-Nipah STS-Tanjung Bin-STS OPL Singapore-STS Tanjung Pelepas-Karimun range (described as Singapore area) and/or in Charterer's option; 1-3 port(s)/STS Indonesia and/or in Charterer's option; 1-2 port(s)/STS Chattogram Charterer's Option |

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| **E. Cargo:** | CHOPT full cargo, CPP UNL UND THAN 2.5 NPA MAX 3 GRADES WVNS excluding solvents/lubes/casingheads/chemicals/MTBE/pentane/pentane plus/paraffinic naphtha. Max 3 grades WVNS. Charterer's Option |

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| **F. Freight Rate:** | Lumpsum USD 185,000 bss 1:1 for Phil (Bataan-Batangas range including Subic Bay, Mabini, Tabangao, Sariaya); Lumpsum USD 185,000 bss 1:1 for Singapore area; Lumpsum USD 235,000 bss 1:1 for Indo (Merak-Balongan range incl Balongan); Lumpsum USD 285,000 bss 1:1 for Indo (Balongan-Surabaya range excl Balongan); Lumpsum USD 335,000 bss 1:1 for Indo (Cilacap or Balikpapan excl Interport Terminals); Lumpsum USD 325,000 bss 1:1 for Chattogram per ton (of 2240 lbs. each). | per ton (of 2240 lbs. each). |

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| **Freight Payable to:** | Ardmore Shipping (Asia) Pte Ltd |

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| **at** | Citibank N.A., Singapore Branch |

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| **H. Total Laytime in Running Hours:** | 84 hours SHINC |

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| **I. Demurrage per day:** | USD 18,000 |

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| **J. Commission of** | 2.50% to Charterers deductible at source, 1.25% brokerage commission on freight/demurrage to Vantage Shipbrokers Pte Ltd | % |

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| **is payable by Owner to** | Charterers (2.50%), Vantage Shipbrokers Pte Ltd (1.25%) | on the actual amount freight, when and as freight is paid. |

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| **K. The place of General Average and arbitration proceedings to be** | Not observed (but English law and London Maritime Arbitrators Association small claims procedure referenced) |

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| **L. Tovalop:** | Owner warrants Vessel to be a member of TOVALOP scheme and will be so maintained throughout duration of this charter. |

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| **M. Special Provisions:** | See attached Unipec Special Provisions (amended) and Sinochem Clause (amended) at the end of the document. |

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| IN WITNESS WHEREOF, the parties have caused this Charter, consisting of a Preamble, Parts I and II, to be executed in duplicate as of the day and year first above written. |

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| **Witness the signature of:** |

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| **by** |

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| **Witness the Signature of:** |

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| --- |
| **by** |

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| This Charterparty is a computer generated copy of ASBATANKVOY form, printed under licence from the Association of Ship Brokers & Agents (U.S.A.), Inc., using software which is the copyright of Strategic Software Limited. It is a precise copy of the original document which can be modified, amended or added to only by the striking out of original characters, or the insertion of new characters, such characters being clearly highlighted as having been made by the licensee or end user as appropriate and not by the author. |

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| **Additional information about the vessel:** | 4 segregations, 4 x 1000 m3/hr pumps, double hull, IGS: Yes, COW: Yes, VRS: Yes, SIRE: 11 SEP 2022/GORE BAY, built Jun 10, 2008, flag: Marshall Islands, IMO: 9367695, LOA: 182.50 m, Beam: 32.23 m, GRT: 26,897, NRT: 13,660, 1 x 10 MT crane, slop 98%: 1,937.26 m3, cubic 98%: 50,529.80 m3 (ex slops), total 98%: 52,467.06 m3, P&I: West of England, hull: double hull, call sign: V7A5457, last SIRE: 11 Sep 2022, speed: about 12.5 knots WSNP. |

Part 2

# WARRANTY - VOYAGE - CARGO

* 1. The vessel, classed as specified in Part I hereof, and to be so maintained during the currency of this Charter, shall, with all convenient dispatch, proceed as ordered to Loading Port(s) named in accordance with Clause 4 hereof, or so near thereunto as she may safely get (always afloat), and being seaworthy, and having all pipes, pumps and heater coils in good working order, and being in every respect fitted for the voyage, so far as the foregoing conditions can be attained by the exercise of due diligence, perils of the sea and any other cause of whatsoever kind beyond the Owner's and/or Master's control excepted, shall load (always afloat), from the factors of the Charterer a full and complete cargo of petroleum and/or its products in bulk, not exceeding what she can reasonably stow and carry over and above her bunker fuel, consumable stores, boiler feed, culinary and drinking water, and complement and their effects (sufficient space to be left in the tanks to provide for the expansion of the cargo), and being so loaded shall forthwith proceed, as ordered on signing Bills of Lading, direct to the Discharging Port(s), or so near thereunto as she may safely get (always afloat), and deliver said cargo. If heating of the cargo is requested by the Charterer, the Owner shall exercise due diligence to maintain the temperatures requested.  
       
     OWNERS WARRANT THAT THE VESSEL IS CAPABLE OF LOADING AND DISCHARGING THE ENTIRE HOMOGENEOUS CARGO WITHIN TWENTY-FOUR (24) HOURS PUMPING TIME OR MAINTAIN AN AVERAGE OF HUNDRED (100) POUNDS PER SQUARE INCH AT EACH OF THE VESSEL’S MANIFOLD CONNECTIONS PROVIDED FACILITIES PERMIT, EXCEPT WHEN STRIPPING. ALL TIME LOST AS A RESULT OF VESSEL BEING UNABLE TO DISCHARGE ITS CARGO IN ACCORDANCE WITH THE PUMPING WARRANTY ABOVE SHALL NOT COUNT AS LAYTIME OR, IF VESSEL IS ON DEMURRAGE, AS TIME ON DEMURRAGE. IF THE PORT OR PLACE OF LOADING/DISCHARGING DOES NOT ALLOW OR PERMIT VESSEL TO MEET THE ABOVE WARRANTY EVEN IF THE VESSEL IS CAPABLE OF DOING SO OR REQUIRES DISCHARGING GRADES CONSECUTIVELY, THE MASTER SHALL, EXCEPT IN THE CASE OF SHIP TO SHIP TRANSFER (LIGHTERING OPERATION) OR OFFSHORE TERMINAL, FORTHWITH ISSUE A LETTER OF PROTEST (WHICH SHOULD IF PRACTICABLE BE ACKNOWLEDGED) TO SUCH PORT OR PLACE. ANY PUMPING TIME LOST SOLELY DUE TO RESTRICTIONS IMPOSED BY THE PORT OR PLACE OF DISCHARGE SHALL COUNT AS LAYTIME OR IF THE VESSEL IS ON DEMURRAGE AS TIME ON DEMURRAGE.

# PUMPING IN AND OUT

* 1. The cargo shall be pumped into the Vessel at the expense, risk and peril of the Charterer, and shall be pumped out of the Vessel at the expense of the Vessel, but at the risk and peril of the Vessel only so far as the Vessel's permanent hose connections, where delivery of the cargo shall be taken by the Charterer or its consignee. If required by Charterer, Vessel after discharging is to clear shore pipe lines of cargo by pumping water through them and time consumed for this purpose shall apply against allowed laytime. The Vessel shall supply her pumps and the necessary power for discharging in all ports, as well as necessary hands. However, should the Vessel be prevented from supplying such power by reason of regulations prohibiting fires on board, the Charterer or consignee shall supply, at its expense, all power necessary for discharging as well as loading, but the Owner shall pay for power supplied to the Vessel for other purposes. If cargo is loaded from lighters, the Vessel shall furnish steam at Charterer's expense for pumping cargo into its Vessel, if requested by the Charterer, providing the Vessel has facilities for generating steam and is permitted to have fires on board. All overtime of officers and crew incurred in loading and/or discharging shall be for account of the Vessel.  
       
     OWNERS WARRANT THAT THE VESSEL IS CAPABLE OF LOADING AND DISCHARGING THE ENTIRE HOMOGENEOUS CARGO WITHIN TWENTY-FOUR (24) HOURS PUMPING TIME OR MAINTAIN AN AVERAGE OF HUNDRED (100) POUNDS PER SQUARE INCH AT EACH OF THE VESSEL’S MANIFOLD CONNECTIONS PROVIDED FACILITIES PERMIT, EXCEPT WHEN STRIPPING. ALL TIME LOST AS A RESULT OF VESSEL BEING UNABLE TO DISCHARGE ITS CARGO IN ACCORDANCE WITH THE PUMPING WARRANTY ABOVE SHALL NOT COUNT AS LAYTIME OR, IF VESSEL IS ON DEMURRAGE, AS TIME ON DEMURRAGE. IF THE PORT OR PLACE OF LOADING/DISCHARGING DOES NOT ALLOW OR PERMIT VESSEL TO MEET THE ABOVE WARRANTY EVEN IF THE VESSEL IS CAPABLE OF DOING SO OR REQUIRES DISCHARGING GRADES CONSECUTIVELY, THE MASTER SHALL, EXCEPT IN THE CASE OF SHIP TO SHIP TRANSFER (LIGHTERING OPERATION) OR OFFSHORE TERMINAL, FORTHWITH ISSUE A LETTER OF PROTEST (WHICH SHOULD IF PRACTICABLE BE ACKNOWLEDGED) TO SUCH PORT OR PLACE. ANY PUMPING TIME LOST SOLELY DUE TO RESTRICTIONS IMPOSED BY THE PORT OR PLACE OF DISCHARGE SHALL COUNT AS LAYTIME OR IF THE VESSEL IS ON DEMURRAGE AS TIME ON DEMURRAGE.

# HOSES: MOORING AT SEA TERMINALS

* 1. Hoses for loading and discharging shall be furnished by the Charterer and shall be connected and disconnected by the Charterer, or, at the option of the Owner, by the Owner at the Charterer's risk and expense. Laytime shall continue until the hoses have been disconnected. When Vessel loads or discharges at a sea terminal, the Vessel shall be properly equipped at Owner's expense for loading or discharging at such place, including suitable ground tackle, mooring lines and equipment for handling submarine hoses.  
       
     IF LIGHTERING / STS TRANSFER OPERATION IS REQUIRED SAME ALWAYS TO BE IN ACCORDANCE WITH OCIMF LATEST EDITION OF STS TRANSFER. CHTRS TO ENSURE THAT THEY POSESESS LEGAL DOCUMENT INCLUDING PERMIT FOR PERFORMING OF STS OPNS AT SAID LOCATION CHARTERERS TO SUPPLY ALL FENDERS/ LINES/HOSES AND ANY OTHER EQUIPMENT REQUIRED FOR SUCH AN OPERATION AT CHARTERERS TIME AND EXPENSES AND ALWAYS SUBJECT TO MASTERS APPROVAL. TIME TO COUNT IN FULL 6HRS AFTER TENDERING NOR OR WHEN FIRST LIGHTER VESSEL IS ALONGSIDE, WHICHEVER EARLIER, UNTIL LAST LINE/FENDER IS OFF AND LIGHTER VESSEL HAS SAILED. TIME LOST DUE TO TIDE AND/OR WEATHER AND/OR SEA CONDITIONS TO COUNT IN FULL AS LAYTIME OR DEMURRAGE IF ON DEMURRAGE. IF THE VESSEL IS REQUIRED TO COMPLETE CARGO OPERATION AT A BERTH IN PORT CHARTERERS WILL NOT HAVE THE BENEFIT OF 6 HRS NOR PRIOR BERTHING IN PORT. CHARTERERS WARRANT THAT THERE IS NO PROHIBITION OR RESTRICTION ON STS OPERATION AT THE PORT/PLACE TO WHICH THE VESSEL IS ORDERED TO PERFORM STS TRANSFEER AND FURTHER THAT THEY HAVE OBTAINED ANY/ALL NECCESSARY LOCAL APRROVALS OR LICENCES TO CARRY OUT OPERATIONS AT THE DESIGNATED PORT/PLACE. VALID P&I CLUB ENTRY CERTIFICATE, COC, AND Q88 FOR LIGHTERING VESSEL TO BE SEND TO OWNER IN ORDER FOR OWNER TO CLEAR THE VESSEL. IF STS OPERATIONS TO BE CARRIED OUT SAME MUST NEVER BE WITH AN IRANIAN OWNED, CONTROLLED OR FLAGGED VESSEL.

# DUES - TAXES - WHARFAGE

* 1. The Charterer shall pay all taxes, dues and other charges on the cargo, including but not limited to Customs overtime on the cargo, Venezuelan Habilitation Tax, C.I.M. Taxes at Le Havre and Portuguese Imposto de Comercio Maritime. The Charterer shall also pay all taxes on freight at loading or discharging ports and any unusual taxes, assessments and governmental charges which are not presently in effect but which may be imposed in the future on the Vessel or freight. The Owner shall pay all dues and other charges on the Vessel (whether or not such dues or charges are assessed on the basis of quantity of cargo), including but not limited to French droits de quai and Spanish derramas taxes. The Vessel shall be free of charges for the use of any wharf, dock, place or mooring facility arranged by the Charterer for the purpose of loading or discharging cargo; however, the Owner shall be responsible for charges for such berth when used solely for Vessel's purposes, such as awaiting Owner's orders, tank cleaning, repairs, etc. before, during or after loading or discharging.  
       
     ANY TAXES AND/OR DUES ON CARGO AND/OR FREIGHT TO BE FOR CHARTERERS ACCOUNT AND SETTLED DIRECTLY BY THEM. ANY TAXES AND/OR DUES ON VESSEL TO BE FOR OWNERS ACCOUNT. THIS CLAUSE NO TIME BAR FOR CHINESE TAX.

# CARGOES EXCLUDED VAPOR PRESSURE

* 1. Cargo shall not be shipped which has a vapor pressure at one hundred degrees Fahrenheit (100 deg F.) in excess of thirteen and one-half pounds (13.5 lbs.) as determined by the current A.S.T.M. Method (Reid) D-323.  
       
     GRADE(S): CPP UNL UND THAN 2.5 NPA MAX 3 GRADES WVNS EXCLUDING SOLVENTS/LUBES/CASINGHEADS/CHEMICALS/MTBE/PENTANE/PENTANE PLUS/PARAFFINIC NAPHTHA.

# FLASH POINT

* 1. Cargo having a flash point under one hundred and fifteen degrees Fahrenheit (115 deg F.) (closed cup) A.S.T.M. Method D-56 shall not be loaded from lighters but this clause shall not restrict the Charterer from loading or topping off Crude Oil from vessels or barges inside or outside the bar at any port or place where bar conditions exist.

# ICE

* 1. In case port of loading or discharge should be inaccessible owing to ice, the Vessel shall direct her course according to Master's judgment, notifying by telegraph or radio, if available, the Charterers, shipper or consignee, who is bound to telegraph or radio orders for another port, which is free from ice and where there are facilities for the loading or reception of the cargo in bulk. The whole of the time occupied from the time the Vessel is diverted by reason of the ice until her arrival at an ice-free port of loading or discharge, as the case may be, shall be paid for by the Charterer at the demurrage rate stipulated in Part I.  
       
     ~~In case port of loading or discharge should be inaccessible owing to ice, the Vessel shall direct her course according to Master's judgment, notifying by telegraph or radio, if available, the Charterers, shipper or consignee, who is bound to telegraph or radio orders for another port, which is free from ice and where there are facilities for the loading or reception of the cargo in bulk. The whole of the time occupied from the time the Vessel is diverted by reason of the ice until her arrival at an ice-free port of loading or discharge, as the case may be, shall be paid for by the Charterer at the demurrage rate stipulated in Part I.~~  
     VESSEL TO NEVER TRADE IN ICE / ICE-LIKE CONDITIONS / SLUSH / FOLLOW ICE BREAKER.

# ICE

* 1. If on account of ice the Master considers it dangerous to enter or remain at any loading or discharging place for fear of the Vessel being frozen in or damaged, the Master shall communicate by telegraph or radio, if available, with the Charterer, shipper or consignee of the cargo, who shall telegraph or radio him in reply, giving orders to proceed to another port as per Clause 14 (a) where there is no danger of ice and where there are the necessary facilities for the loading or reception of the cargo in bulk, or to remain at the original port at their risk, and in either case Charterer to pay for the time that the Vessel may be delayed, at the demurrage rate stipulated in Part I.

# TWO OR MORE PORTS COUNTING AS ONE

* 1. To the extent that the freight rate standard of reference specified in Part I F hereof provides for special groupings or combinations of ports or terminals, any two or more ports or terminals within each such grouping or combination shall count as one port for purposes of calculating freight and demurrage only, subject to the following conditions:  
     (a) Charterer shall pay freight at the highest rate payable under Part I F hereof for a voyage between the loading and discharge ports used by Charterer.  
     (b) All charges normally incurred by reason of using more than one berth shall be for Charterer's account as provided in Clause 9 hereof.  
     (c) Time consumed shifting between the ports or terminals within the particular grouping or combination shall not count as used laytime.  
     (d) Time consumed shifting between berths within one of the ports or terminals of the particular grouping or combination shall count as used laytime.

# GENERAL CARGO

* 1. The Charterer shall not be permitted to ship any packaged goods or non-liquid bulk cargo of any description; the cargo the Vessel is to load under this Charter is to consist only of liquid bulk cargo as specified in Clause I.
  2. IN THE EVENT THAT ANY CARGO REMAINS ON BOARD UPON COMPLETTION OF DISCHARGE, THE CHARTERERS SHALL HAVE THE RIGHT TO CLAIM FROM OWNERS AN AMOUNT EQUAL TO THE FOB PORT LOADING VALUE OF SUCH CARGO PLUS VOYAGE FREIGHT DUE WITH RESPECT THERETO PROVIDED THAT THE VOLUME OF CARGO REMAINING ON BOARD IS PUMPABLE AND REACHABLE BY THE VESSEL’S FIXED PUMPS, OR WOULD HAVE BEEN PUMPABLE AND REACHABLE BUT FOR THE FAULT OF NEGLIGENCE OF THE OWNERS, THE MASTER, THE VESSEL OR HER CREW, AS DETERMINED BY AN INDEPENDENT SURVEYOR APPOINTED BY CHARTERERS AND ACCEPTABLE TO BOTH THE OWNERS AND CHARTERERS, WHOSE FINDINGS SHALL BE FINAL AND BINDING. ANY ACTION OR LACK OF ACTION IN ACCORDANCE WITH THIS PROVISION SHALL BE WITHOUT PREJUDICE TO ANY RIGHTRS OR OBLIGATIONS OF THE CHARTERERS. FOR THE PURPOSES OF TIS CLAUSE, ANY SURVEYOR FROM AN INTERNATIONALLY REPUTABLE SURVEYOR COMPANY SHALL BE CONSIDERED ACCEPTABLE TO BOTH THE OWNERS AND THE CHARTERERS.

# QUARANTINE

* 1. Should the Charterer send the Vessel to any port or place where a quarantine exists, any delay thereby caused to the Vessel shall count as used laytime; but should the quarantine not be declared until the Vessel is on passage to such port, the Charterer shall not be liable for any resulting delay.
  2. IN CASE VESSEL ARRIVED AT QUARANTINE STATION AT KOREAN PORT AND TENDER NOTICE OF READINESS TO LOAD/DISCHARGE BETWEEN 18:00 AND 24:00 HOURS, LAYTIME SHALL COUNT FROM 06:00 HOURS THE NEXT DAY.

# FUMIGATION

* 1. If the Vessel, prior to or after entering upon this Charter, has docked or docks at any wharf which is not rat-free or stegomyia-free, she shall, before proceeding to a rat-free or stegomyia-free wharf, be fumigated by the Owner at his expense, except that if the Charterer ordered the Vessel to an infected wharf the Charterer shall bear the expense of fumigation.

# CLEANING

* 1. The Owner shall clean the tanks, pipes and pumps of the Vessel to the satisfaction of the Charterer's Inspector. The Vessel shall not be responsible for any admixture if more than one quality of oil is shipped, nor for leakage, contamination or deterioration in quality of the cargo unless the admixture, leakage, contamination or deterioration results from (a) unseaworthiness existing at the time of loading or at the inception of the voyage which was discoverable by the exercise of due diligence, or (b) error or fault of the servants of the Owner in the loading, care or discharge of the cargo.
  2. TANK CLEANING, IF REQUIRED, SHALL BE DONE AT CHARTERERS’ TIME (AT DEMURRAGE RATE) AND COSTS (INCLUDING BUT NOT LIMITED TO BUNKERS CONSUMED, ADDITIONAL PORT COSTS). IF CHARTERERS SPECIFICALLY REQUESTED OWNERS/MASTER NOT TO PERFORM ANY TANK CLEANING FOR BACKLOADING OPERATION, CHARTERERS TO ISSUE LOI IN OWNERS PNI CLUB WORDING FOR SUCH OPERATIONS.

# GENERAL EXCEPTIONS CLAUSE

* 1. The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, 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 the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer or Owner, shipper or consignee of the cargo, their agents or representatives; insufficiency of packing; insufficiency or inadequacy or marks; explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault of privity of the Owner. And neither the Vessel nor Master or owner, nor the Charterer, shall, unless otherwise in this Charter expressly provided, be responsible for any loss of damage or delay or failure in performing hereunder, arising or resulting from:- Act of God; act of war; perils of the seas; 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 labor from whatever cause, either partial or general; or riot or civil commotion.

# ISSUANCE AND TERMS OF BILLS OF LADING

* 1. (i) CLAUSE PARAMOUNT:  
     This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Acts of the United States, approved April 16, 1936, except that if this Bill of Lading is issued at a place where any other Act, ordinance or legislation gives statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels, August 1924, then this Bill of Lading shall have effect, subject to the provisions of such Act, ordinance or legislation. The applicable Act, ordinance or legislation (hereinafter called the "Act") shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the Owner of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the Act. If any term of this Bill of Lading be repugnant to the Act to any extent, such term shall be void to the extent but no further.  
       
     (ii) JASON CLAUSE:  
     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 Owner is not responsible, by statute, contract or otherwise, the cargo shippers, consignees or owners of the cargo shall contribute with the Owner 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. If a salving ship is owned or operated by the Owner, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Owner or his 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.  
       
     (iii) GENERAL AVERAGE:  
     General Average shall be adjusted, stated and settled according to York/Antwerp Rules 1950 and, as to matters not provided for by those rules, according to the laws and usages at the port of New York or at the port of London, whichever place is specified in Part I of this Charter. If a General Average statement is required, it shall be prepared at such port or place in the United States or United Kingdom, whichever country is specified in Part I of this Charter, as may be selected by the Owner, unless otherwise mutually agreed, by an Adjuster appointed by the Owner and approved by the Charterer. Such Adjuster shall attend to the settlement and the collection of the General Average, subject to customary charges. General Average Agreements and/or security shall be furnished by Owner and/or Charterer, and/or Owner and/or Consignee of cargo, if requested. Any cash deposit being made as security to pay General Average and/or salvage shall be remitted to the Average Adjuster and shall be held by him at his risk in a special account in a duly authorized and licensed bank at the place where the General Average statement is prepared.  
       
     (iv) BOTH TO BLAME:  
     If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, maringer, pilot or the servants of the Owner in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder shall indemnify the Owner against all loss or liability to the other or non-carrying ship 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 said cargo, paid or payable by the other or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Owner. The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or object are at fault in respect of a collision or contact.  
       
     (v) LIMITATION OF LIABILITY:  
     Any provision of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the owner or chartered owner of vessels by any statute or rule of law for the time being in force.  
       
     (vi) WAR RISKS:  
     The following text is replaced:  
     ~(a) If any port of loading or of discharge named in this Charter Party or to which the Vessel may properly be ordered pursuant to the terms of the Bills of Lading be blockaded, or  
     (b) If owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions or the operation of international law (a) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the Master or Owners in his or their discretion dangerous or prohibited or (b) it be considered by the Master or Owners in his or their discretion dangerous or impossible for the Vessel to reach any such port of loading or discharge - the 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 safe port of loading or of discharge within the range of loading or discharging ports respectively established under the provisions of the Charter Party (provided such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the Master's or Owner's discretion dangerous or prohibited). If in respect of a port of discharge no orders be received from the Charterers within 48 hours after they or their agents have received from the Owners a request for the nomination of a substitute port, the Owners shall then be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions of the Charter Party or not) and such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharging ports established under the provisions of the Charter Party, the Charter Party shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the Vessel discharges the cargo at a port outside the range of discharging ports established under the provisions of the Charter Party, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and or discharging the cargo thereat shall be paid by the Charterers or Cargo Owners. In the latter event the Owners shall have a lien on the cargo for all such extra expenses.  
     (c) 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 nations 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.  
     If by reason of or in compliance with any such direction or recommendation the Vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading, the Vessel may proceed to any safe port of discharge which the Master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment and the Owners shall be entitled to freight as if discharge has been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms of the Bills of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by the Charterers and/or Cargo Owners and the Owners shall have a lien on the cargo for freight and all such expenses.~  
     ANY AND ALL WAR RISK INSURANCE PREMIUMS IN FORCE AT THE DATE OF THIS CHARTER PARTY AND ANY INCREASE IN WAR RISK INSURANCE OVER AND ABOVE THAT IN FORCE AT DATE OF CHARTER PARTY INCLUDING INSURANCE IN RESPECT OF CREW WAR BONUS AND K&R SHALL BE FOR CHARTERER'S ACCOUNT EXCEPT FOR OWNERS BASIC WAR COVER. ANY REBATE OBTAINABLE FROM OWNERS' UNDERWRITERS TO BE PASSED ON TO CHARTERERS IN FULL.  
       
     (vii) DEVIATION CLAUSE:  
     The Vessel shall have liberty to call at any ports in any order, to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress, to deviate for the purpose of saving life or property or of landing any ill or injured person on board, and to call for fuel at any port or ports in or out of the regular course of the voyage. Any salvage shall be for the sole benefit of the Owner.

# LIEN

* 1. The Owner shall have an absolute lien on the cargo for all freight, deadfreight, demurrage and costs, including attorney fees, of recovering the same, which lien shall continue after delivery of the cargo into the possession of the Charterer, or of the holders of any Bills of Lading covering the same or of any storageman.

# AGENTS

* 1. The Owner shall appoint Vessel's agents at all ports.

# BREACH

* 1. Damages for breach of this Charter shall include all provable damages, and all costs of suit and attorney fees incurred in any action hereunder.

# ARBITRATION

* 1. Any and all differences and disputes of whatsoever nature arising out of this Charter shall be put to arbitration in the City of New York or in the City of London whichever place is specified in Part I of this charter pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by the Owner, one by the Charterer, and one by the two so chosen. The decision of any two of the 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 twenty days of the service of such first notice, appoint its arbitrator to arbitrate the dispute or differences specified, then the first moving party shall have the right without further notice to appoint a second arbitrator, who shall be a 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 twenty days of the appointment of the second arbitrator, either arbitrator may apply to a Judge of any court of maritime jurisdiction in the city abovementioned for the appointment of a third arbitrator, and the appointment of such arbitrator by such Judge on such application shall have precisely the same force and effect as if such arbitrator had been appointed by the two arbitrators. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or differences under this Charter for hearing and determination. Awards made in pursuance to this clause may include costs, 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.

# SUBLET

* 1. Charterer shall have the right to sublet the Vessel. However, Charterer shall always remain responsible for the fulfillment of this Charter in all its terms and conditions.

# OIL POLLUTION CLAUSE

* 1. Owner agrees to participate in Charterer's program covering oil pollution avoidance. Such program prohibits discharge overboard of all oily water, oily ballast or oil in any form of a persistent nature, except under extreme circumstances whereby the safety of the vessel, cargo or life at sea would be imperiled.  
     Upon notice being given to the Owner that Oil Pollution Avoidance controls are required, the Owner will instruct the Master to retain on board the vessel all oily residues from consolidated tank washings, dirty ballast, etc., in one compartment, after separation of all possible water has taken place. All water separated to be discharged overboard.  
     If the Charterer requires that demulsifiers shall be used for the separation of oil/water, such demulsifiers shall be obtained by the Owner and paid for by Charterer.  
     The oil residues will be pumped ashore at the loading or discharging terminal, either as segregated oil, dirty ballast or co-mingled with cargo as it is possible for Charterers to arrange. If it is necessary to retain the residue on board co-mingled with or segregated from the cargo to be loaded, Charterers shall pay for any deadfreight so incurred.  
     The Charterer agrees to pay freight as per the terms of the Charter Party on any consolidated tank washings, dirty ballast, etc., retained on board under Charterer's instructions during the loaded portion of the voyage up to a maximum of 1% of the total deadweight of the vessel that could be legally carried for such voyage. Any extra expenses incurred by the vessel at loading or discharging port in pumping ashore oil residues shall be for Charterer's account, and extra time, if any, consumed for this operation shall count as used laytime.
  2. OWNERS WARRANT THAT THEY HAVE, AND SHALL MAINTAIN IN FORCE THROUGHOUT THE PERIOD OF THIS CHARTER, THE STANDARD OIL POLLUTION INSURANCE COVER (CURRENTLY US$1,000 MILLION) AVAILABLE, FROM TIME TO TIME, FROM THEIR PROTECTION AND INDEMNITY CLUB.

# DEMURRAGE

* 1. Charterer shall pay demurrage per running hour and pro rata for a part thereof at the rate specified in Part I for all time that loading and discharging and used laytime as elsewhere herein provided exceeds the allowed laytime elsewhere herein specified. If, however, demurrage shall be incurred at ports of loading and/or discharge by reason of fire, explosion, storm or by a strike, lockout, stoppage or restraint of labor or by breakdown of machinery or equipment in or about the plant of the Charterer, supplier, shipper or consignee of the cargo, the rate of demurrage shall be reduced one-half of the amount stated in Part I per running hour or pro rata for part of an hour for demurrage so incurred. The Charterer shall not be liable for any demurrage for delay caused by strike, lockout, stoppage or restraint of labor for Master, officers and crew of the Vessel or tugboat or pilots.  
       
     ~~Charterer shall pay demurrage per running hour and pro rata for a part thereof at the rate specified in Part I for all time that loading and discharging and used laytime as elsewhere herein provided exceeds the allowed laytime elsewhere herein specified.~~  
     DEMURRAGE: USD 18,000 PDPR : TTL 84 HRS SHINC

# SAFE BERTHING - SHIFTING

* 1. The vessel shall load and discharge at any safe place or wharf, or alongside vessels or lighters reachable on her arrival, which shall be designated and procured by the Charterer, provided the Vessel can proceed thereto, lie at, and depart therefrom always safely afloat, any lighterage being at the expense, risk and peril of the Charterer. The Charterer shall have the right of shifting the Vessel at ports of loading and/or discharge from one safe berth to another on payment of all towage and pilotage shifting to next berth, charges for running lines on arrival at and leaving that berth, additional agency charges and expense, customs overtime and fees, and any other extra port charges or port expenses incurred by reason of using more than one berth. Time consumed on account of shifting shall count as used laytime except as otherwise provided in Clause 15.  
       
     SAFE BERTH CLAUSE (ATTACHED)  
     SHIFTING CLAUSE SHALL APPLY IF THERE ARE MORE THAN ONE BERTH CALLED WITHIN ONE PORT CALL.

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