

Association of Ship Brokers  
& Agents (U.S.A.), Inc.  
October 1977

CODE WORD FOR THIS  
CHARTER PARTY: ASBATANKVOY

## TANKER VOYAGE CHARTER PARTY PREAMBLE

Place Date MUMBAI

It is this day agreed between \_\_\_\_\_ chartered owner/owner (hereinafter called the "Owner") of the flag Built \_\_\_\_\_  
~~SS/MS~~ MT "\_\_\_\_\_" (hereinafter called the "Vessel") and THE SHIPPING CORPORATION OF INDIA LTD, 245 -  
MADAME CAMA ROAD, NARIMAN POINT, MUMBAI-  
400021, INDIA (hereinafter called the "Charterer") 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 I

**A. Description and Position of Vessel: AS PER Q88 ATTACHED**

Deadweight: \_\_\_\_\_ (2240 lbs.)      Classed: \_\_\_\_\_

Loaded draft of Vessel on assigned summer freeboard: \_\_\_\_\_ ~~ft.in.~~ in salt water

Capacity for cargo: \_\_\_\_\_ **CUBIC METERS** at 98% excluding slop tank ~~tons (of 2240 lbs. each) more or less, Vessel's option.~~

Coated:  **Yes** — ~~No~~

Coiled:  **Yes** — ~~No~~

Last ~~two~~ three cargoes: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Now: \_\_\_\_\_      EXPECTED READY: \_\_\_\_\_

**B. Laydays:** \_\_\_\_\_

Commencing: \_\_\_\_\_      Cancelling: \_\_\_\_\_

**C. Loading Port(s):** \_\_\_\_\_

**D. Discharging Port(s):** \_\_\_\_\_

Charterers' Option

**E. Cargo/Quantity:** \_\_\_\_\_

NO DEADFREIGHT FOR CHARTERERS' ACCOUNT PROVIDED MINIMUM QUANTITY SUPPLIED.

OWNERS CONFIRM VESSEL ABLE TO LOAD MINIMUM QUANTITY BSS RESTRICTION/REQUIREMENT AT LOAD/DISCH PORT(S).

Charterers' Option

F. Freight Rate: WS \_\_\_ (WORLDSCALE 2021 TO APPLY)

OVERAGE: 50%

(RATE IS ALL INCLUSIVE I.E., PORT CHARGES AND ADDITIONAL WAR RISK PREMIUM ON OWNERS ACCOUNT. COST FOR ANY ARMED GUARDS, K&R PREMIUM, DEVIATION AND INSURANCE EXPENSES FOR INDIAN OCEAN REGION TRANSIT TO BE ON OWNERS ACCOUNT AND SETTLED DIRECTLY BY OWNERS. CHARTERERS SHALL BEAR NO ADDITIONAL COST TO THE AGREED RATE)

G. Freight/Demurrage/Deadfreight Payable to: PLS REFER RIDER CLAUSE 39

H. Total Laytime in Running Hours: \_\_\_ HOURS SUNDAY AND HOLIDAY INCLUDED BASIS 1:1 + 12 HOURS FOR EACH ADDITIONAL PORT IF USED

I. Demurrage per day: US DOLLARS \_\_\_/- PER DAY PRO RATA

J. ADDRESS COMMISSION OF 2.50% IS PAYABLE BY OWNER TO CHARTERERS - THE SHIPPING CORPORATION OF INDIA LIMITED (SCI) DEDUCTED AT SOURCE AND 1.25% BROKERAGE COMMISSION PLUS APPLICABLE GOODS AND SERVICE TAX (PRESENTLY 18.00% ON BROKERAGE AMOUNT) \_\_\_\_\_ ON THE ACTUAL AMOUNT OF FREIGHT, DEMURRAGE AND DEAD FREIGHT WHEN AND AS PAID.

K. The place of General Average and arbitration proceedings to be ~~INDIA London/NewYork.~~

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

M. Special Provisions: RIDERS 1 TO 76 AND OTHER TERMS AS ATTACHED SHALL BE DEEMED TO BE PART OF THIS CHARTER PARTY.

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

Witness the signature of:

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

**(OWNER)**

Witness the signature of:

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

**(CHARTERER)**

## PART II

**1. WARRANTY\_VOYAGE\_CARGO.** 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 temperature requested.

**2.FREIGHT.** Freight shall be at the rate stipulated in Part I and shall be computed on intake quantity (except deadfreight as per Clause 3) as shown on the Inspector's certificate of Inspection. Payment of freight shall be made by Charterer without discount upon delivery of cargo at destination, less any disbursements or advances made to the Master or Owner's agents at ports of loading and/or discharge and cost of insurance thereon. No deduction of freight shall be made for water and/or sediment contained in the cargo. The services of the Petroleum Inspector shall be arranged and paid for by the Charterer who shall furnish the Owner with a copy of the Inspector's Certificate.

**3.DEADFREIGHT.** Should the Charterer fail to supply a full cargo, the Vessel may, at the master's option, and shall, upon request of the Charterer, proceed on her voyage, provided that the tanks in which cargo is loaded are sufficiently filled to put her in seaworthy condition. In the event, however, deadfreight shall be paid at the rate specified in Part I hereof on the difference between the intake quantity and the quantity the vessel would have carried if loaded to her minimum permissible freeboard for the voyage.

### 4.NAMING LOADING AND DISCHARGE PORTS.

(a) The Charterer shall name the loading port or ports at least twenty-four (24) hours prior to the Vessel's readiness to sail from the last previous port of discharge, or from bunkering port for the voyage, or upon signing this Charter if the Vessel has already sailed. However, Charterer shall have the option of ordering the Vessel to the following destinations for wireless orders:

*On a voyage to a port or ports in:*  
ST. KITTS Caribbean or U.S. Gulf loading port(s)  
PORT SAID Eastern Mediterranean or Persian Gulf loading port(s)  
(from ports west of Port Said.)

(b) If lawful and consistent with Part I and with the Bills of Lading, the Charterer shall have the option of nominating a discharging port or ports by radio to the Master on or before the Vessel's arrival at or off the following places:

*Place On a voyage to a port or ports in:*  
LAND'S END United Kingdom/Continent (Bordeaux/Hamburg range)  
or Scandinavia (including Denmark)  
SUEZ Mediterranean (from Persian Gulf)  
GIBRALTER Mediterranean (from Western Hemisphere)

(c) Any extra expenses incurred in connection with any change in loading or discharging ports (so named) shall be paid for by the Charterer and any time thereby lost to the Vessel shall count as laytime.

**5. LAYDAYS.** Laytime shall not commence before the date stipulated in Part I, except with the Charterer's sanction. Should the Vessel not be ready to load by ~~4:00 o'clock P.M.~~ **0001 HOURS** AS PER PREAMBLE PART I (B) (local time) on the cancelling date stipulated in Part I, the Charterer shall have the option of cancelling this Charter by giving Owner notice of such cancellation within twenty-four (24) hours after such cancellation date; otherwise, this Charter to remain in full force and effect.

**6. NOTICE OF READINESS.** Upon arrival at customary anchorage at each port of loading or discharge, the Master or his agent shall give Charterer or his agent notice by letter, telegraph, wireless or telephone that the Vessel is ready to load or discharge cargo, berth or no berth, and laytime, as hereinafter provided, shall commence upon the expiration of six (6) hours after receipt of such notice, or upon the Vessel's arrival in berth (i.e., finished mooring when at a sealoading or discharging terminal and all fast when loading or discharging alongside a wharf), whichever first occurs. However, where delay is caused to Vessel getting into berth after giving notice of readiness for any reason over which Charterer has no control, such delay shall not count as used laytime.

**7. HOURS FOR LOADING AND DISCHARGING.** The number of running hours specified as laytime in Part I shall be permitted the Charterer as laytime for loading and discharging cargo; but any delay due to the Vessel's condition or breakdown or inability of the Vessel's facilities to load or discharge cargo within the time allowed shall not count as used laytime. If regulations of the Owner or port authorities prohibit loading or discharging of the cargo at night, time so lost shall not count as used laytime; if the Charterer, shipper or consignee prohibits loading or discharging at night, time so lost shall count as used laytime. Time consumed by the vessel in moving from loading or discharge port anchorage to loading or discharge berth, discharging ballast water or slops, will not count as used laytime.

**8. DEMURRAGE.** 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 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.

**9. SAFE BERTHING-SHIFTING.** 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 pilot 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.

**10. PUMPING IN AND OUT.** 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 the Charterer, Vessel after discharging is to clear shore pipelines 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 regulation 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, provided the Vessel has facilities for generating steam and is permitted to have fire on board. All overtime of officers and crew incurred in loading and/or discharging shall be for account of the Vessel.

**11. HOSES; MOORING AT SEA TERMINALS.** 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.

**12. DUES-TAXES-WHARFAGE.** 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.

**13. (a) CARGOES EXCLUDED VAPOR PRESSURE.** Cargo shall not be shipped which has a vapor pressure at one hundred degrees Fahrenheit (100°F.) in excess of thirteen and one-half pounds (13.5 lb.) as determined by the current A.S.T.M. Method (Reid) D-323.

**(b) FLASH POINT.** Cargo having a flash point under one hundred- and fifteen-degrees Fahrenheit (115°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.

**14. (a) ICE.** In case port of loading or discharging 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.

**(b)** 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.

**15. TWO OR MORE PORTS COUNTING AS ONE.** 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 purpose 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.

**16. GENERAL CARGO.** 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.

**17. (a) QUARANTINE.** 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.

**(b) FUMIGATION.** 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 Owners at his expense, except that if the Charterer ordered the Vessel to an infected wharf the Charterer shall bear the expense of fumigation.

**18. CLEANING.** The Owners 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.

**19. GENERAL EXCEPTIONS CLAUSE.** 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 in 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 Owners or shipper or consignee of the cargo, their agents or representatives; insufficiency of packing, insufficiency or inadequacy of 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 or 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.

**20. ISSUANCE AND TERMS OF BILLS OF LADING**

(a) The Master shall, upon request, sign Bills of Lading in the form appearing below for all cargo shipped but without prejudice to the rights of the Owner and Charterer under the terms of this Charter. The Master shall not be required to sign Bills of Lading for any port which, the Vessel cannot enter, remain at and leave in safety and always afloat nor for any blockaded port.

(b) The carriage of cargo under this Charter Party and under all Bills of Lading issued for the cargo shall be subject to the statutory provisions and other terms set forth or specified in sub-paragraphs (i) through (vii) of this clause and such terms shall be incorporated verbatim or be deemed incorporated by the reference in any such Bill of Lading. In such sub-paragraphs and in any Act referred to therein, the word "carrier" shall include the Owner and the Chartered Owner of the Vessel.

(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 Bills 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 Owners 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 agent 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~~ 2004 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, mariner, pilot or the servants of the Owner in the navigation or in the management of the Vessel, the owners of the cargo carrier 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 objects are at fault in respect of a collision or contact.

**(iv) 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.**

**(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, revolution 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 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 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 Owner shall be entitled to freight as if discharge has been affected 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.

(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 vessel 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.

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

**22. AGENTS.** ~~The Owners shall appoint Vessel's agent at all ports.~~ SEE RIDER CLAUSE NO. 8

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

**24. ARBITRATION.** 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 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 above-mentioned 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. Award 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. SEE RIDER CLAUSE NO. 29

**25. SUBLET.** 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.

**26.OIL POLLUTION CLAUSE.**Owner agrees to participate in Charterers's program covering oil pollution avoidance. Such program prohibits discharge overboard of all oily water, oily ballast or oil in any form of persistent nature, except under extreme circumstances where 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 Owners will instruct Master to retain in 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.

Should it be determined that the residue is to be co-mingled or segregated on board, the Master shall arrange that the quantity of tank washings be measured in conjunction with cargo suppliers and a note of the quantity measured made in the vessel's ullage record.

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.

**BILL OF LADING**

Shipped in apparent good order and condition by \_\_\_\_\_  
\_\_\_\_\_ on board the  
Steamship/Motorship \_\_\_\_\_  
\_\_\_\_\_ whereof  
\_\_\_\_\_ is Master, at the port of  
\_\_\_\_\_ to be delivered at the port of \_\_\_\_\_  
or so near thereto as the Vessel can safely get, always afloat, unto \_\_\_\_\_  
or order on payment of freight at the rate of \_\_\_\_\_

This shipment is carried under and pursuant to the terms of the contract/charter dated ~~New York/London~~ \_\_\_\_\_ be  
tween \_\_\_\_\_ and  
\_\_\_\_\_, as  
Charterer, and all the terms whatsoever of the said charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment.

In witness whereof the Master has signed \_\_\_\_\_ Bills of Lading of this tenor and date, one of which being accomplished, the others will be void.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

.....

**Master**

**01.**

It is understood that if these Rider Clauses as specified herein, conflict with Part I or Part II of this charter party, the Rider Clauses are to apply.

**02.**

It is understood and agreed that all Worldscales terms and conditions shall apply to this Charter Party as at date of Bill of Lading.

**03.**

York/Antwerp Rules 2004 or amendments thereto issued from time to time to apply to this C/P for General Average.

**04.**

Owners warrant that vessel is a member of the International Tankers Owners Pollution Federation Ltd, (ITOPF). Owners further warrant that vessel carries on board a certificate of insurance as described in Civil Liability Convention for Oil Pollution Damage and that the vessel has in place insurance cover for oil pollution no less in scope and amounts than is available under the rules of Protection and Indemnity Clubs entered into among the International Group of P and I Clubs. Owners confirm vessel complies with the International Safety Management (ISM) code which came into effect on July 1,1998.

Owners confirm that vessel complies with ISGOTT and also complies with SOLAS Convention 1974/78 and related protocol of 1978.

**05.**

Owners confirm that the vessel is entered with P & I Club: \_\_\_\_\_

**06.**

To the best of Owners knowledge the vessel is not blacklisted by the Arab League. To the best of Owners Knowledge the vessel is in all respects eligible for trading within, to and from ranges in areas specified in this charter and that at all necessary times she shall have on board all the valid certificates, records and other documents required for such service. Additionally, Charterers are also not boycotted by the Arab League.

**07.**

Owners confirm vessel fitted with an inert gas system (IGS). Vessel will not be permitted to berth or load cargo unless the IGS is in good order and the tanks are inerted. On arrival of vessel if IGS system is inoperative, the vessel will not be berthed until the IGS is operative and the tanks are inerted and until that time Notice of Readiness shall not be given and laytime shall not commence.

**08.**

Charterer's appointed agent at load port. Owner's appointed agents at discharge port. Owners paying customary agency fee.

**09.**

Any dues and/or taxes on cargo to be for Charterers' account but customary vessel's port charges including berthing expenses, customs entrance, and clearance fee and customs overtime and any dues and/or taxes on vessel / freight even if measured by quantity of cargo on board to be for owners' account. Any tax calculated with respect to freight, to be for Owners account. Consular fees at load port shall be paid by the owners. Indian Government GST to be for Charterers Account.

**10.**

Charterers to declare discharge port (s) option within 24 hours upon completion of loading.

**11.**

Operation of crude oil washing – Owners warrant that the vessel is equipped with crude oil washing system and Master, Officers and Crew are competent to operate same system. If requested by Charterers, owners to conduct crude oil washing of all the cargo tanks at discharge port either concurrent with cargo discharge or not and to Charterers' satisfaction.

All time used for crude oil washing in excess of twelve hours not to count as laytime or time on demurrage if laytime has expired.

**12. DESCRIPTION OF VESSEL:**

Description of vessel: -

M.T " " - DETAILS

AS PER Q88

FLAG / BUILT:

DWT: MTS / FULL SUMMER DRAFT: MTRS

LOA: MTRS/ BEAM MTRS

GRT: TONNES NRT: TONNES

TPC: TONNES BCM: MTRS KTM: MTRS

CUBIC CAPACITY (98% EXCL SLOPS): CBM

SLOP TANK CAPACITY (98%): CBM

CRANES: MT SWL

CALL SIGN:

CLASS:

P & I:

SPEED: Laden Speed: Ballast

H & M VALUE: MIO USD

ANY OTHER RELATED INFORMATION:

**13.**

Indian law to apply to this charter party.

**14.**

Owners guarantee that the vessel is capable of discharging a full cargo within 24 hours, excluding stripping and draining for which maximum 3 hours and during which time shall continue to count, whether concurrent with discharge or not, or maintain an average 100 pounds per square inch at ship's manifolds, excluding stripping and draining, provided shore / receiving facilities permit. Actual excess time due to default shall not be counted as used laytime and Charterers are not responsible for any demurrage on such excess time.

**15.**

The vessel is equipped with pumps of capacity M<sup>3</sup> of water/hour.

**16.**

Owners confirm that the vessel(s) complies with all applicable governmental and port authority regulations and suppliers/charterers regulations in force at the load/discharge ports relating to vessel operations and safety.

**17.**

The Master of the vessel to notify the terminal operator and SCI MUMBAI of the vessel's estimated time of arrival (ETA), seventy two (72), forty eight (48) and twenty four (24) hours before the ETA or at such other times as may be required by terminal operator. If the master of the vessel fails to give 24 hours notice on time, the allowed laytime shall be extended by the amount of time equal to the period between the time final notice was given and 24 hours before the vessel arrived. After the 24 hours notice is given the master shall advise the terminal operator of any deviation of 2 hours or more from the last given ETA.

In addition to usual notices as above, after finalization of vessel, Owners/ Master to keep SCI, Mumbai, informed every 24 hours about vessel's position enroute to loadport. Upon the vessel's arrival at the customary anchorage for the loadport, the master or his representative shall tender to the terminal Notice of Readiness of the vessel to load oil. Notice of readiness at loadport not to be tendered before commencement of laydays without prior permission from charterers.

**18.**

If the vessel tenders Notice of Readiness during its acceptance date range, laytime shall begin, subject to all other provisions of this agreement, upon the expiration of 6 hours after the tendering of Notice of Readiness or on commencement of loading, whichever occurs first.

If the vessel tenders Notice of Readiness before its acceptance date range the Notice of Readiness shall not be effective until 0001 hour on the first day of such range, and laytime shall begin on commencement of loading, or 6 hours after the effective tender of Notice of Readiness, whichever occurs first.

If the vessel misses canceling date and in the event of Charterers not exercising option to cancel the fixture, time will commence to count when loading commences.

If the Vessel, with Charterers' prior agreement, has commenced loading prior to 0600 hours local time on the Commencement Date, then the time from the commencement of loading to 0600 hours local time on the Commencement Date shall constitute additional laytime available to the charterer and shall be added to the contractual laytime of this Charter Party without any deduction whatsoever. It is further agreed and provided that in the event the loading of the vessel commences prior to 0600 hours local time on the Commencement Date and such loading is duly completed prior to the Commencement Date and time, then in such event the entire time from the point where the vessel berths for loading till the time that hoses are disconnected after completion of loading shall constitute additional laytime. Such additional laytime will be added to the contractual laytime without any deduction whatsoever.

**If vessel arrives and tenders NOR after day light hours, time to count will commence from 0600 hrs next day.**

**Clause applicable for Saudi Aramco loading:  
The customary anchorage as mentioned in "NOR" Clause 6 of Part II of the Charter Party will be North Anchorage and not the Entry Buoy.**

**19.**

Owners confirm that the vessel is capable of loading a full homogenous cargo within twenty-four (24) hours provided shore facilities permit and vessel is allowed to use all ships manifolds.

**20.**

No freight payable on slops.

**21.**

Chevron War Risk: Any increase of hull and machinery war risk premiums over & above those in effect as on the date of this charter party, will be for charterers' account. Any premiums or increases thereto, attributable to closure, (i.e. blocking and trapping) insurance shall be for owners' account. Surcharges which are in effect on the date of this charter party, for the first 14 days are for owners account, thereafter to be for charterers' account.

**22.**

Owners agree to discharge cargo against charterer's Letter of Indemnity in owners P&I club wording, in case Charterers/receivers are unable to present original bill(s) of lading at discharge port(s). Charterers to provide Letter of Indemnity minimum 2 working days prior discharge.

**23.**

Owners agree, if required by Charterers, to discharge the part/full cargo by ship-to-ship oil transfer operations at safe berth(s)/place(s)/ anchorage(s)/single buoy mooring(s) or lighterage point(s), customary for discharge port, nominated by Charterers and Charterers to supply necessary Yokohama/equivalent fenders to Master's satisfaction for such operations. All time/costs for Charterer's account. All time for Officers and crew to be for Owner's account. All time for Charterer's personnel shall be for Charterer's account.

It may be necessary to lighter vessel while anchored at anchorage. Laytime at anchorage (whether or not the vessel is on demurrage) shall begin 6 (six) hours after receipt of Notice of Readiness by Charterers or when first lighter barge arrives alongside, whichever occurred first, and shall end when vessel weighs anchor to proceed to berth. Laytime shall begin again upon the vessel's arrival in berth (i.e. all fast at discharge wharf), otherwise laytime as per charter party.

Although the time used in such lighterage shall count as laytime, such anchorage shall not be considered a second discharge port or second discharge berth and running time from anchorage to such discharge berth or port shall count as laytime (whether or not vessel is on demurrage).

If bad weather, sea conditions, prevent lightering operations or discharging, time to count in half even if vessel on demurrage. Master and crew to give all co-operation to loading Master to double bank, attend moorings, secure fenders, connect hoses, communicate, prevent pollution, carry out safe operations, deballast, load and discharge.

**24.**

Charterers shall in no event be liable for demurrage unless the demurrage claim, including in reasonable detail, the specific facts upon which the claim is based provided available to owners, has been presented to Charterers in writing within Sixty (60) days upon completion of discharge.

**25.**

The demurrage if any, is to be remitted by Charterers within 90 days of submission of laytime statement, copy of signed statement of facts by Master and, if obtainable, signed by suppliers, terminal or agents and copy of charter party by Owners to Charterers.

**26.**

Vessel to arrive with clean ballast and with cargo tanks/pipes suitably dry/drained to load the intended cargo.

**27.**

Discharge of dirty ballast, bilges, slops or other substance(s) into water adjacent to the terminal is prohibited. Discharge of dirty ballast to shore facilities shall be permitted at



the Terminal operator's sole discretion and shall be subject to the Terminal Operator's regulations and guidelines.

**28.**

Owners confirm vessel meets and complies with all OCIMF/ SOLAS/MARPOL 1974/78 requirements.

**29.** All disputes arising under this charter party shall be settled in India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (No.26 of 1996) or any further amendments thereof, and under the Maritime Arbitration Rules of the Indian Council of Arbitration. The arbitrators to be appointed from out of the Maritime Panel of Arbitrators of the Indian Council of Arbitration. The arbitrators shall be commercial men.

**30.** Time waiting for documents upto maximum 3 hours for Owners' account, thereafter to Charterers' account.

**31.** Vessel will have 16 wires (220m/ 38mm) / 4 mooring ropes of 220m each on arrival India.

**32.** Shifting of the vessel from one safe berth or anchorage to another safe berth or anchorage to be for Charterers account. Charterers shall reimburse all extra expenses as per port tariff incurred in shifting the vessel to the owners along with the freight. Time consumed on account of such shifting shall count as used laytime. Shifting of the vessel for owners purposes shall be at owners expense and time so consumed shall not count as used laytime or time on demurrage.

**33.** If the vessel is required to vacate the loading / discharging berth/port/SBM due to bad weather then time to count in half for laytime or demurrage if vessel on demurrage and all expenses for re-berthing as per port tariff to be on Charterers account.

**34. Approvals:**

- To the best of owners' knowledge + wog, the vessel is approved by : \_\_\_\_\_

- Date of last sire inspection : \_\_\_\_\_

**35 – DELETED (not applicable)**

Nigerian ports NMA/OTD fees to be borne by Owners of the vessel.

**36.** For lighterage operations daughter vessel provided by Charterers shall be accepted without insisting on additional vetting procedure, however, would comply to OCIMF requirements.

**37.** The brokerage commission on 100 percent Gross amount of freight and demurrage (if any) due to the Indian broker under clause-J, Part I, of this charter party will be deducted from the freight and demurrage respectively and paid to the broker direct in Indian Rupees.

**38. DELETED (not applicable)**

Extra insurance, if any, on account of vessel age, class, flag to be for Owners account.

**39.**

Freight/demurrage payable in United States Dollars by telegraphic transfer to:

**40.**

The Owners/Master of the vessel shall obey all normal procedures and instructions in force at loading/ discharging Terminals provided not in breach with international regulations.

**41.**

For the purpose of allocation of risk, title to any quantity of crude oil under the contract shall pass to the Owners when the oil passes the tanker's permanent hose-connection at the loading terminal (s).

**42.**

Bills of Lading shall be, on behalf of the Owners, signed by the Master of the vessel only. B/Ls to be issued as per terminal procedures/ requirements.

**43**

Owners confirm tanker is capable of berthing and meets with restrictions/local port regulations and suppliers country's laws.

**44.**

Owners to provide cargo manifold connections compatible with load/discharge lines.

**45.**

The vessel's speed shall be about \_\_\_\_\_ knots, weather and safe navigation permitting.

**46.**

Owners confirm vessel has not been sold nor will be sold during the currency of this voyage.

**47.**

Owners to ensure that on demand by Charterers or their Surveyors, Master should make available a copy each of displacement tables / DWT tables, trim correction tables, hydrostatic data and general arrangements plan.

**48.**

Owners confirm vessel can perform deballasting / ballasting simultaneously to loading/ discharging.

**49.**

Breakdown clause: In the event of breakdown of machinery/boiler of the vessel which interrupts the discharging operations, Owners/Master to give Charterers 48 hours notice of vessel's readiness to discharge her cargo again.

**50.**

Maximum 3 hours to be allowed for stripping.

**51.**

Vessel will be inspected at loadport as per normal practice / during daylight but time always to count as per charter party.

**52.**

On sailing from loadport master to advise B/L quantity, ETA disport and arrival draft of vessel. This clause does not constitute Charterers voyage instructions.

**53.**

CARGO RETENTION CLAUSE: In the event that any liquid, pumpable or reachable cargo remains on board upon completion of discharge, Charterers shall have the right to claim from Owners an amount equal to the FOB loadport value of such cargo plus an apportionment of freight, with respect thereto, provided that the volume of cargo remaining on board is liquid and reachable and pumpable by the vessel's fixed pumps or would have been liquid and reachable and pumpable but for the fault and negligence of Owner(s), the Master, the vessel or her Crew (including, but not limited to incorrect trim procedures) as determined by two Surveyors to be appointed, one appointed and paid by Charterers and one by Owners whose finding shall be final and binding.

Any action or lack of action in accordance with the provision shall be without prejudice to any other rights or obligations of the parties.

**54.** Bills of Lading to be issued as per terminal procedure / requirements.

**55.** Port Charges at Lighterage/Discharge Points: Owners confirm they have been advised by World scale that rates issued by World scale for discharge at Sandheads/Saugor/LPO Vizag/Kakinada or other discharge port, do not include any port costs. If the vessel discharges full cargo at Sandheads/Saugor/LPO Vizag/Kakinada or other discharge port, payment towards port charges (wherever not included in World scale rates) will be paid separately on receipt of all documents as per port tariff of respective lighterage/discharge points wherever applicable. Any other cost for discharging at the above lighterage/discharge points to be on Owner's account.

**56.** Owners confirm vessel complies with OCIMF guidelines and ICS STS guide with respect to the lighterage operation. Specific checklists as applicable are to be filled up by Masters/mooring Master prior commencement of each stage of operation.

**57.** Owners confirm vessel have valid P&I certificate of entry duly covering third party liabilities including oil pollution and wreck removal. Copies of same are to be submitted to the port prior arrival of vessel.

**58.** Copies of additional P&I or insurance covers for STS/lighterage operation wherever applicable to be furnished to the port.

**59.** In the eventuality of bad weather half time to count as laytime or time on demurrage.

**60.** Owners confirm vessel/Owners comply with ISPS code/requirement. Following Chevron ISPS clause to apply:

(A) (i) From the date of coming into force of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) in relation to the vessel, the Owners shall procure that both the vessel and "the Company" (as defined by the ISPS Code) shall comply with the requirements of the ISPS Code relating to the vessel and "the Company". Upon request the Owners shall provide a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO).

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

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

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

(C) Provided that the delay is not caused by the Owner's failure to comply with their obligations under the ISPS Code, and that the measures imposed by the port facility of relevant authorities applies to all vessels in that port and not solely to the Owner's vessel, the following shall apply:

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

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

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

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

**61.**

AT IRAQ, PORT D/A AND AWRP ON OWNERS ACCOUNT.

-AWRP, ARMED GUARDS, DEVIATION AND ANY OTHER COSTS FOR INDIAN OCEAN TRANSIT TO BE ON OWNERS' ACCOUNT AND SETTLED DIRECTLY BY THEM (I.E. FREIGHT TO BE ALL INCLUSIVE, AND CHARTERERS SHALL BEAR NO ADDITIONAL COSTS TO FREIGHT AGREED)"

Any premium towards insurance cover (War risk, kidnap and ransom etc), deviation cost for Indian Ocean Piracy to be for owners' account.

**62.**

It is expressly understood and agreed by and between the owner and charterer that the Government of India is not a party to this agreement and has no liabilities and obligations. It is expressly understood and agreed that charterer is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of contract law. The owner expressly agrees, acknowledges and understands that charterer is not an agent, representative or delegate of the Government of India.

It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omission, commissions, breaches, or their wrongs arising out of the

contract. Accordingly, the owner hereby expressly waives, releases and foregoes any and all actions or claims including cross claims, impleader claims or counter claims against the Government of India arising out of contract and covenants not to sue the government of India as to any manner, claim, cause of action of thing whatsoever arising of or under this agreement.

**63.**

Vessel's sailing draft at Basrah not to exceed 21 Meters salt water.

**64.**

Owners confirm vessel has 2 number of ropes at the aft suitable for pull back operation and 2 Nos. of 16 inches reducers for manifold connections.

**65. MOT LADDER CLAUSE**

For Mumbai discharge, vessel will have on board MOT ladder of minimum 18 meters length which can be safely rigged and should be long enough to match with high tide and light conditions besides having a safety net.

Vessel to provide free lines at F&A end of parallel body for securing 50T bollard pull tugs and direct safe access from Jetty to vessel.

For Vizag discharge, Vessel should provide MOT gangway on starboard side.

**66. Rastanura Clause:**

Owners confirm compliance with the following Saudi Aramco requirements:-

1. Passing pre-berthing safety inspection.
2. Complying fully with Saudi Aramco oil ports rules and regulations.
3. Posses Saudi Aramco oil ports and terminals booklet.

**67.**

At Basrah/Khor Al Amaya, the vessel shall arrive with valid data for VEF calculation resulting from atleast five qualifying voyages and valid certified tank calibration tables signed / stamped by an international accepted company specialized to ship's calibration cargo tanks.

**68.**

**Owners confirm vessel complies with following Vizag OSTT requirements:**

- i) Vessel can load the nominated qty for 17.0 Draft.
- ii) Vessel should have minimum 3 no's suitable reducers to suit our loading arm coupler flange (16" X 300# ANSI flange)
- iii) Vessel should meet all ISPS requirements & safety compliance.
- iv) Vessel should provide MOT gangway on starboard side.
- v) Vessel should have minimum 20 polypropylene or wire ropes (In view of OSTT revival post Hud Hud: For berthing vessels VPT requires 8 nos. soft ropes and balance wire ropes).

**69. Owners confirm vessel complies with following requirements for berthing crude tankers at Vizag SPM**

The centre line coordinates of SPM:

Latitude : 17° 40' 8.5"

Longitude: 83° 18' 55.3"

- i) LOA 330 meters and Beam is 60 meters . Draft Maximum 20 meters
- ii) SPM has two nos hawsers as per OEM / OCIMF guide lines with standard chains for mooring. Both the hawsers to be moored to the tanker and vessel should have two fair leads, two winch drum and two chain stoppers as per OCIMF guide lines.
- iii) SPM will be using two manifolds for discharge and cargo hose flange is 16" X 150# ANSI using port side manifold.
- iv) VPT will provide pull back tug and vessel has to provide two nos of suitable ropes to the tug. In case rope is provided by VPT tug, vessel to ensure proper packing is available for the fair lead on the stern side.
- v) Vessel to keep suitable staff at the bow on round the clock basis to watch the distance between the buoy and bow, tension on hawsers.
- vi) Vessel to arrange suitable accommodation and food for the below crew who will remain on board during the cargo discharge operation till completion.
  - (1) One pilot officer from VPT
  - (2) Two boarding officers from HPCL
  - (3) Two surveyors appointed by HPCL
  - (4) Five mooring crew of HPCL contractor
  - 5) Customs officer (optional)

**70. ARMED GUARD CLAUSE:**

Owners have option to use Armed Guards which case following clause to apply:-

- A) All time, cost and risk associated with embarking, disembarking, deployment, operations or services of arms and armed-guards shall be to Owners account.
- B) Charterers shall not be bound or connected with any contractual obligation / indemnification between owners / armed-guards.
- C) The guidelines issued by Ministry of Shipping, Government of India vide F. No. SR-13020/6/2009-MG(pt.) dated 29/8/2011 and any subsequent statutory guidelines issued by Government of India shall be followed by the ship-owner including the following:

1. All armed security guards are required to be in possession of valid arms licenses issued by the flag administration of the vessel.
2. Where a private security company has been engaged by a ship owner to provide armed guards, such a private security company shall be in possession of a valid license issued by the flag administration of the country.
3. All foreign vessels visiting Indian ports are required to secure their firearms and ammunition in a guarded/secured 'strong room' (refer to above guidelines for details of 'strong room') when entering Indian territorial waters.
4. All vessels visiting Indian ports shall provide the following information to the jurisdictional port authority, customs and regional coast guard authority and Indian Navy 96 hours prior to their arrival, with their Pre Arrival Notification for Security (PANS).
  - a) Names, addresses and details of identification cards and passports of the security personnel.
  - b) Number and details (Make, Model, bore, caliber, serial number etc.) of firearms and ammunition.
  - c) Details of license issued or accepted by the jurisdictional national administration where the PMSC is registered.
5. All vessels transiting through Indian EEZ (Exclusive Economic Zone) shall provide the above information to the Coast Guard and Indian Navy.

Armed security guards when embarking or disembarking at any Indian port, would be required to provide information contained in paras 4 a) to 4 c) herein before to the jurisdictional immigration and custom authorities and fully comply with the all other applicable customs and other regulatory / statutory requirements.

71. Vizag :

Additionally, at discharge port Vizag, NOR shall be tendered as per the prevailing port practices of berthing operations followed at discharge port i.e. if port authorities do not commence berthing operations/formalities after day light hours, then NOR shall not be accepted after day light hours unless otherwise advised by charterers. In such cases laytime to start at 0600 hours on the next day. In case 0600 hours on the next day falls before the expiration of six hours from tendering of NOR then laytime to start from NOR+6 hours or upon berthing of vessel, whichever is earlier and until vessel's hoses are disconnected.



**Mumbai :**

For discharging at Mumbai, the time from vessel's arrival till the starting of the next first suitable tide will be on Owners' account irrespective of berth or no berth and the lay time shall commence upon the expiration of six hours after tendering NOR or upon the starting time of the next suitable tide to berth, whichever is later and until vessel's hoses are disconnected.

72. Total laytime to be as follows:-

Sr No	Load Port	Disport	Laytime (hrs)
1	Basrah and Khor Al Amaya	Mumbai	102
2	Other loadports	Mumbai	84
3	Basrah and Khor Al Amaya	Vizag	90 (SUEZMAX)
4	Basrah and Khor Al Amaya	Vizag	72 (AFRAMAX)
5	Other loadports	Vizag	72
6	VLCC for Basrah and Khor Al Amaya	Vizag	101
7	Additional port		Extra 12 hrs

\* \* \*