

Mercuria Energy Trading Chartering Terms – 2007  
(To be used with ExxonMobilvoy 2005 Form of Charterparty)

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MERCURIA ENERGY TRADING CHARTERING TERMS – 2007  
(To be used with ExxonMobilvoy 2005 Form of Charterparty)

1. All negotiations and details resulting in this Charter to be kept strictly private and confidential.
2. Charterparty to be based on ExxonMobilvoy 2005.
3. Worldscale terms and conditions to apply. 96 hours allowed laytime.

4. **QUESTIONNAIRE(S)**

Owner warrants that any information provided on any Questionnaire(s) requested by Charterer or any other vessel information/details provided by Owner to Charterer is always complete and correct as at the date hereof, and from the time when the obligation to proceed to the loadport attaches and throughout the Charter service. This information is an integral part of this Charter and if the vessel is misdescribed or there is any other misstatement in the questionnaire Charterer shall have the option, without prejudice to any other claim, to cancel this Charter without any further liability whatsoever. If there is any conflict between the contents of the Questionnaire(s), or information provided by Owner, and any other provisions of this Charter then the provisions of this Charter shall govern.

5. **ELIGIBILITY**

A. Owner warrants that throughout the duration of this Charter the vessel is in all respects eligible for trading within, to and from ranges and areas specified in Part I of this Charter and is acceptable to Major Oil Companies as well as Government Oil Companies in those locations, that the vessel is not in any way listed and/or banned and/or considered unacceptable by any Government organization, customs or port authority or coastguard and at all times she shall have on board all certificates, records and other documents and equipment required for such service, including Federal Maritime Certificate of Financial responsibility; and that vessel shall at all times in U.S. ports comply with U.S. Coast Guard Regulations.

B. Owner warrants that throughout the duration of this Charter the crew belongs to a union which is part of the ITF and the vessel will have on board an ITF certificate allowing vessel's call and operations at all ports and places specified in this Charter.

6. **FITTINGS/EQUIPMENT/CAPACITY**

A. Owner warrants that all piping, valves, spools, reducers and other fittings comprising that portion of the vessel's manifold system outboard of the last fixed rigid support to the vessel's deck and used in the transfer of cargo, bunkers or ballast, will be made of steel or nodular iron. The fixed rigid support for the manifold system must be designed to prevent both lateral and vertical movement of the manifold. Owner further warrants that no more than one reducer or spacer will be used between the vessel's manifold valve and the terminal hose or loading arm connection.

Owner warrants vessel is fitted with a minimum of 5 stern mooring bits and has 2 derricks, one on each side of vessel and each having a safe working capacity, duly certified, of minimum 15 tons. Derrick runners to be flexible steel wires secured to hoist on winch barrel. Derrick runners not to be hand held.

B. Owner warrants that all piping, valves, fittings and reducers on the manifold system that are used in the transfer of cargo and ballast will be made of steel or nodular iron.

C. Owner is responsible for providing safety equipment to persons aboard the vessel when the cargo is high sulphur and warrants that the vessel shall comply with Regulations 14 and 18 of MARPOL Annex VI and the requirements of any Emission Control Zone namely zones stipulated in MARPOL Annex VI and/or zones regulated by regional and/or national authorities such as, but not limited to, the EU and US Environmental Protection Agency.

D. Owner warrants that the vessel is capable of accepting cargo at the following minimum acceptance rates, providing that source of cargo can deliver that rapidly:

Ship's Size	Minimum Cargo Acceptance Rate
Up to 89,999 DWT	7.5 percent of SWDT per hour
90,000 to 179,999 DWT	6.6 percent of SWDT per hour
Over 180,000 DWT	5.8 percent of SWDT per hour

Should the vessel's cargo acceptance rate be less than the relevant minimum rate specified above the excess time required to complete loading shall be deducted from any laytime or time on demurrage then accruing.

E. When lightering or shore restrictions partially prevent the vessel from meeting her cargo acceptance or pumping rates, then the allowable warranty periods shall be prorated for the balance of the cargo which is unaffected by such restrictions. The warranty periods will also be prorated for part cargoes.

F. If SPM/SBM is ordered, the vessel will comply with the current edition of OCIMF Recommendations for Equipment Employed in the Mooring of Ships at Single Point Moorings. If requested, and provided shore authority permits, the vessel's crew will connect and/or disconnect SPM/SBM hoses.

G. OBO Gas Tight Clause. Owner warrants vessel's tank hatch covers shall be sealed gas tight throughout loading, voyage and discharge of cargo. Any time lost or cost(s) incurred to be for Owner's account.

H. No deadfreight shall be payable if vessel's available cargo spaces cannot accommodate minimum quantity of the cargo specified in Clause E of Part I.

## 7. BALLAST, IGS, COW, AND WATER MANAGEMENT

A. Owner warrants that the vessel shall comply with all mandatory ballast water requirements.

B. Owner warrants vessel has operable COW and IGS, and both systems shall be operational throughout the duration of this Charter . Master may be required by terminal personnel, Charterer, or independent inspectors to breach the inert gas system for the purpose of gauging, sampling, temperature determination or determining the quantity of cargo remaining on board after discharge. Master shall comply, consistent with safe operation of the vessel and regulations of the port.

C. Owner warrants that the vessel is equipped with automatic tank gauges and special standpipes with vapour lock valves and other gauging/sampling devices which will allow cargo inspectors to obtain accurate shipboard cargo measurements and samples.

D. Owner to strictly prohibit routine depressurising and opening inerted cargo tanks; however, Master may be requested by terminal personnel or independent inspectors to breach the IGS for purposes of gauging, sampling, temperature determination and/or determining the quantity of cargo remaining on board after discharge. These activities shall always be carried out at the Master's discretion and consistent with the regulations of the port and the safe operation of the vessel. Any time used for these activities will count as used laytime or be compensated at the demurrage rate if on demurrage.

E. Owner warrants that the vessel will comply with all local, state, and international air emission laws, rules and regulations. If equipped any vapour recovery/balancing system is fully operational and will be used where required.

F. Any delays, losses or damages resulting from non-compliance with this clause shall be for the Owner's account who shall indemnify/defend and hold harmless Charterer against any loss or damage, expenses, fines or penalties they may incur arising from Owner non compliance.

#### 8. BP REGULATORY AND GUIDELINE COMPLIANCE CLAUSE

Throughout the period of this Charter, Owner and the vessel shall comply with all relevant regulations and guidelines issued by the IMO and OCIMF and, in the case of a vessel carrying LPG or LNG, with the recommendations and guidelines issued from time to time by ISGOTT. In additional, all operations shall be carried out in accordance with ISGOTT 1996, and any amendments thereto issued from time to time.

#### 9. BP UNDER KEEL CLEARANCE CLAUSE

The vessel shall, at all times, maintain a minimum Under Keel Clearance ("UKC"), in line with BP Shipping's UKC Policy, as follows:

- (i) Whilst underway – 10% of the vessel's static draft, at the time and place in question; and
- (ii) Whilst moored or engaged in mooring or un-mooring – the greater of 1.5% of the vessel's extreme breadth or 0.3m

Where the regulations or byelaws of any National or Port Authority or any Terminal Operator require an UKC at any location in excess of Owner's UKC policy such greater allowance shall prevail.

10. POLLUTION INSURANCE CLAUSE

A. Owner confirms that it has in place insurance cover for Pollution of no less than US\$1,000,000,000 (one billion United States Dollars) with the vessel's P & I Club either named in this Charter and / or the pre fixture communications hereto (that will be acceptable to Charterer) and that this cover will remain in place throughout the entire the period of this Charter.

B. It is a condition of this Charter that Owner shall provide Charterer with written evidence from the vessel's P & I Club or insurance broker of

- (I) The P & I Pollution cover of US\$ 1 billion
- (II) The fact that such coverage will be in effect during the entire period of this Charter;

within 1 (one) working day after this Charter has been concluded.

C. If written evidence as required by paragraph B. above is not received by Charterer within one working day after this Charter has been concluded then, without prejudice to any rights Charterer may have to claim damages for breach of this Clause, Charterer shall have the absolute right to cancel this Charter and may do so at any time prior to 16.00 hours GMT on the working day two working days after that on which this Charter is concluded.

11. BP ISM CLAUSE

A. Owner undertakes that for the duration of this Charter, the vessel and "the Company" (as defined in the International Management Code for the Safe Operation of Ships and for Pollution Prevention (the International Safety Management (ISM) Code) (the "ISM Code")) shall comply with the requirements of the ISM Code. Charterer may at any time request an inspection of the relevant Document of Compliance and/or Safety Management Certificate, and upon receipt of such a request Owner shall forthwith provide the same.

B. Without prejudice to any rights or remedies available to Charterer under the terms of this Charter or under the law applicable hereto, in the event of a breach of the above undertaking any loss, damage, expense or delay following there from shall be for Owner's account.

12. BIMCO ISPS/MTSA CLAUSE FOR VOYAGE CHARTER PARTIES 2005

- A. (i) The Owner shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owner shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the vessel and the "Owner" (as defined by the MTSA).

- (ii) Upon request the Owner shall provide Charterer with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).
  - (iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owner or "the Company"/"Owner" to comply with the requirements of the ISPS Code/ MTSA or this Clause shall be for the Owner's account, except as otherwise provided in this Charter Party.
- B.
  - (i) Charterer shall provide the Owner and the Master with their full style contact details and, upon request, any other information the Owner require to comply with the ISPS Code/MTSA.
  - (ii) Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterer to comply with this Clause shall be for the Charterer's account, except as otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or time on demurrage.
- C. Provided that the delay is not caused by the Owner's failure to comply with its obligations under the ISPS Code/MTSA, the following shall apply:
  - (i) Notwithstanding anything to the contrary provided in this Charter, 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/MTSA.
  - (ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owner, Master or crew or the previous trading of the vessel, the nationality of the crew or the identity of the Owner's managers.
- D. Notwithstanding anything to the contrary provided in this Charter, any costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for Charterer's account, unless such costs or expenses result solely from the negligence of the Owner, Master or crew or the previous trading of the vessel, the nationality of the crew or the identity of the Owner's managers. All measures required by the Owner 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.

### 13. VESSEL CASUALTY INFORMATION

Owner warrants that Master will inform Charterer immediately if any situation occurs after the date of this Charter which may result in tendering later than the cancelling date, in damage to the vessel or cargo, or in tardy performance of the voyage.

14. ADHERENCE TO VOYAGE INSTRUCTIONS

A. Charterer's voyage instructions are deemed to form an integral part of this Charter and Owner shall be liable to indemnify Charterer, its affiliates and associates for any time, costs, delays or loss suffered by Charterer, its affiliates or associates due to underlift, overlift or other failure to comply fully with Charterer's voyage instructions.

B. If a conflict arises between terminal orders and Charterer's voyage instructions, Master is to stop cargo operations and to contact Charterer at once. Terminal orders shall never supersede Charterer's voyage instructions and any conflict shall be resolved prior to resumption of cargo operations. Vessel is not to resume cargo operations until Charterer has directed vessel to do so.

C. If Charterer requests, Owner to remeasure deadweight of the vessel.

15. SLOPS

A. Line 613 through to the word "due" in line 627 are deleted. At its option, Charterer may elect to take some or all tank washings and oily residues ("slops") and pay freight on the petroleum content of those taken at the overage rate, if such rate exists, or otherwise at the base freight rate, but the freight on slops of any quantity shall not in any event exceed the applicable rate times one (1) percent of the vessel's deadweight as specified in part 1(A).

B. If Charterer does not exercise this option, it shall not pay freight or any other charges on slops.

C. This option may be exercised by Charterer at any time while slops are on board and before completion of cargo discharge provided that anytime before Charterer exercises this option, either Charterer may require that the vessel discharge slops into slops facilities at the loadport in order to make space available for Charterer to load additional cargo, or Owner may dispose of the slops as it chooses. In either event, when Charterer does not exercise this option, time lost and any expense in offloading slops are for Owner's account.

16. CARGO TRANSFER

At no time during the voyage shall cargo be transferred between vessel's tanks without the express consent of Charterer. Such consent shall be requested by means of telex or cable specifying loaded and revised ullages and cargo quantities for the tanks concerned and reasons necessitating a cargo transfer. Consent of Charterer shall not be unreasonably withheld and shall be provided expeditiously by telex or cable. Master to confirm to Charterer that operation has been carried out. In the event transfer of cargo is unavoidable for emergency reasons involving risk to vessel's structural integrity or safety of life or for safe navigation, the prior consent of Charterer shall not be required, however, the Master shall inform Charterer of any such circumstances as soon as possible thereafter by telex or electronic mail.

17. PART CARGO

- A. Save where a lumpsum freight has been agreed cargo overage, if any, shall be at one-half the agreed rate for the voyage performed.
- B. If the cargo under this Charter is one of several cargoes carried by the vessel at the same time:
- (i) Whenever this cargo is one of several cargoes to be loaded or discharged by the vessel at the same port, and the vessel is waiting to berth or is diverted on account of ice or other risks for which diversion is authorized, then laytime and demurrage shall be apportioned on the basis of the ratio of the tonnage of this cargo to the total tonnage of all such affected cargoes. All time used in loading or discharge of the other cargoes shall be excluded from laytime and demurrage under this Charter. Whenever this cargo and other cargo are being loaded or discharged simultaneously, laytime and demurrage during periods or concurrent cargo handling shall be apportioned based on the ratio of the tonnage of this cargo to the total tonnage of all such cargoes subject to concurrent cargo handling.
  - (ii) Whenever this cargo is one of several cargoes originating in or destined for an "additional premium" war risk zone or an area outside institute warranty limits, or carried via a canal or some other route, or discharged at an authorized diversion port, thereby increasing the sums owed by Charterer to Owner under this Charter, each increase shall be apportioned based on the ratio of the tonnage of this cargo to the total tonnage of all cargoes subject to the particular dues, extra charges, differentials, or insurance premiums.

18. BILLS OF LADING

- 18A. Conoco Philips Bills of Lading Clause as amended shall be incorporated in this charter i.e. as follows:

Part II Clauses 27 (d) - (f) of Part II are deleted and in their place the following inserted: The discharge port(s) shown in the original Bill of Lading shall not constitute a declaration of discharge port(s) and Charterer shall have the right to order vessel to any port(s) within the terms of this Charter. Charterer hereby indemnifies Owner against claims brought by holders of original Bills of Lading against Owner by reason of a change of destination ordered by the Charterer.

In the event that the original Bills of Lading are not available at the actual discharge port on vessel's arrival, Owner agrees, upon Charterer's written request, to discharge cargo at facility(ies)/port(s) to receiver(s) designated by Charterer in the voyage orders (or as subsequently designated in writing by Charterer) without presentation of original Bills of Lading. If Charterer requests Owner to discharge without presentation or original Bills of Lading, then in consideration of Owner complying with such request (such request to deliver without presentation of original Bills of Lading, the "Requested Delivery"), Charterer agrees:



- (a) to indemnify the Owner, its servants and agents and to hold all of them harmless in respect of any liability, loss, damage or expenses of whatsoever nature which they may sustain by reason of the Requested Delivery;
- (b) that in the event of any proceedings being commenced against Owner or any of its servants or agents in connection with the Requested Delivery, to provide Owner on demand with sufficient funds to defend the same;
- (c) that if, in connection with the Requested Delivery, the vessel or any other ship or property belonging to the Owner should be arrested or detained or if the arrest or detention thereof should be threatened, to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property and to indemnify Owner in respect of any liability, loss, damage or expenses caused by such arrest or detention or threatened arrest or detention whether or not such arrest or detention or threatened arrest or detention may be justified;
- (d) that as soon as all original Bills of Lading for the above cargo shall have come into Charterer's possession, to deliver the same to Owner and this indemnity shall become null and void upon the earlier of Charterer's delivery over to Owner of all original Bills of Lading or the expiration of 24 months after completion of discharge of the cargo provided no legal proceedings arising from the Requested Delivery of the cargo have been instituted within such 24 month period;
- (e) that the liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon Owner's proceeding first against any person, whether or not such person is party to or liable under this indemnity but Owner agrees to promptly advise Charterer in writing if any claim is asserted or proceeding instituted;
- (f) that the liability of each and every person under this indemnity shall in no circumstances exceed 200% of the CIF value of the above cargo;
- (g) this indemnity shall be governed by and construed in accordance with English Law, and any disputes arising hereunder referred to the exclusive jurisdiction of the High Court in London.

OR

18A(I) Part II Clauses 27 (d) - (f) are deleted and in their place the following inserted: At its option, Charterer may cause delivery of all or part of the cargo to be made (I) without presentation of the original Bills of Lading and/or (II) at any port or place which is not named in the original Bills of Lading first issued with respect to the cargo ("the aforementioned circumstances"). In the aforementioned circumstances, Charterer shall have the right to demand that the vessel discharge in accordance with its instructions and the vessel shall discharge in accordance therewith. In consideration of Owner's compliance with Charterer's instructions aforesaid, Charterer agrees to be bound by the terms and conditions set out in Owner's P and I Club standard form of undertaking for

discharge in the aforementioned circumstances provided always such terms and conditions are accepted by Charterer in writing prior to the conclusion of this charter.

- 18A(II) In the event that either no specific election has been made between 18A and 18A(I) above or the terms and conditions set out in the Owner's P and I Club standard form of undertaking for discharge in the aforementioned circumstances have not been accepted in writing by Charterer prior to the conclusion of this Charter, Clause 18A above shall take precedence and be deemed incorporated in this charter.
- 18B. Bills of Lading are not to be claused for deadfreight or any other disputed sums claimed by Owner to be due and owing by Charterer, but upon demand by owner prior to release of the Bills of Lading, Charterer shall either furnish Owner with approved security or deposit the disputed sums in an interest-bearing account with an approved escrow agent, such approval by Owner not to be unreasonably withheld.
- 18C. Clause 27 (B) (i) of Part II is amended to provide that in trades where the Brussels Protocol dated February 23, 1968 (Visby Amendments) or the Hamburg Rules apply compulsorily to Bills of Lading, this Charter and Bills of Lading issued under it shall be subject to the Hague-Visby or Hamburg Rules respectively.
- 18D. If Owner is presented with all three original Bills of Lading, Owner to void same and return two of them, along with a letter of receipt for the third one, to Charterer.
19. **BLENDING / COMMINGLING / BACKLOADING**
- A. Commingling: Charterer to have the right to order the vessel to commingle and/or circulate the cargo in vessel's tanks and/or add additives (including but not limited to dye, pour point depressants, anti static additives, metal deactivators and H<sub>2</sub>S scavengers) subject always to vessel's safety.
- B. Blending: Charterer has the option of blending afloat. Part II Clause 3(B) applies. If original Bills of Lading have been issued for one or more of the parcels which were blended, upon return of all such original Bills of Lading and at Charterer's request, Owner will issue new Bills of Lading for the blended cargo.
- C. Back Loading: Clause 19 Part II shall be amended to allow Charterer to discharge and back load a full or part cargo.
20. **SURVEY & SAMPLES**
- A. Charterer's representative may board the vessel at any port of call to observe cargo handling operations, to inspect logs and certificates, and to confirm that Owner is fulfilling its obligations under this Charter.
- B. Charterer has the option to embark its representative enroute to and/or from loadport by launch or helicopter. The representative will stay on board enroute to loadport for the minimum time necessary to check OBQ, slops, sound and sample bunker tanks and to discuss with Master and Chief Officer deballasting, loading

procedures, and accurate cargo documentation. The representative will stay on board enroute from loadport for the purpose of checking ship's ullages, water dips, sampling cargo, sound and sample bunker tanks, etc., and discuss with Master and Chief Officer about the discharging operations. All ascertainties and discussions shall generally be made with the vessel steaming and without loss of time or deviation for the vessel. All expenses to embark and disembark, launch hire, helicopter or agency fees in connection with the representative boarding, including possible time lost, shall be paid by Charterer.

- C. Charterer also has the option to order the vessel after loading to make an unscheduled call at a port or ports for purposes of sampling cargo with all time lost at demurrage rate, extra bunkers at replacement cost, and port expenses at the unscheduled port(s) for Charterer's account.
- D. Vessel is to have on board the calibration tables for its tanks calculated by the builder or by a reputable independent international surveyor.

#### 21. BP WEATHERNEWS MONITORING CLAUSE

In Charterer's option, laden and ballast voyages may be monitored by WNI Weathernews or any other independent meteorological service who may report vessel's ETA(s) and position to Charterer. If Charterer exercises this option, the Master shall co-operate fully with WNI Weathernews or other independent meteorological service as the case may be, but shall not be relieved of responsibility for giving any ETA or other notices in accordance with the terms of this Charter, including but not limited to Clause 4, Part 2.

#### 22. NOTICE OF READINESS / CANCELLATION

- A. If the vessel has not or cannot give notice of readiness at the first loading port by the deadline specified in clause B of part I and clause 12 of part II, Charterer has the option to cancel this Charter up to 48 hours after midnight local time on the cancelling deadline.
- B. If vessel is unclean at cancelling deadline, Charterer will retain its option to cancel until 48 hours after midnight local time on the cancelling deadline or until 48 hours after the inspector first rejects the vessel, whichever is later. If the option is exercised, any reinspection of the vessel for purposes of a possible new Charter shall be without prejudice to the cancellation of this Charter.
- C. In the event that vessel fails to tender a valid notice of readiness at the first loading port within the cancelling date specified in part 1(B) and Charterer does not cancel this Charter pursuant to part II Clause 12 then notwithstanding any other provision in this Charter, laytime shall not commence until the vessel's arrival in berth or 6 hours after receipt by Charterer or its representatives of notice of readiness (whichever is the later). Charterer's election not to cancel shall be without prejudice to any other claims for damages Charterer may have for the late tender of vessel's services.

- D. Where cargo handling is subject to regulations by the US Coast Guard notice of readiness may not be tendered until the vessel has received a current Certificate of Compliance.

23. STATEMENTS OF FACTS

Statements of facts must be signed by supplier or receiver, respectively. If they refuse to sign, Master must issue a contemporaneous protest to them. Owner shall instruct each port Agent to release port information to Charterer on request and to forward to Charterer copies of the statement of facts and N.O.R. as soon as possible after vessel has completed loading or discharge there.

24. CERTAIN EXPENSES AND TIME LOST IN PORT

- A. Time shall not count as laytime or demurrage if lost:

(i) As a result of a boycott arising in connection with the business of Owner, the terms or conditions of employment of Owner's servants; or employment, trades, or cargoes of the vessel other than under this Charter;

(ii) Due to restraint or interference in the vessel's operation by any governmental authority in connection with the Ownership, registration, or obligations of the Owner or the vessel, or in connection with smuggling or other prohibited activities of the Owner's servants, unless such restraint or interference involves the cargo under this Charter, or Charterer itself, or the Shipper or Receiver of the cargo under this Charter;

(iii) Due to cargo contamination or damage caused by unseaworthiness of the vessel or negligence of Owner's servants;

(iv) Due to vessel's failure to have on board a certificate, record, or other document required for trading to the loading and discharge ports;

(v) Due to vessel's unclean tanks, pumps and lines or inability to maintain its heating or pumping warranties, or the need for vessel repairs.

In addition, if as a result of such causes and events the vessel loses its turn to berth, laytime and demurrage shall be suspended until it regains the same berthing position. If such causes or events occurs while the vessel is in berth, extra expenses thereby incurred by Charterer in connection with the vessel remaining at the berth shall be for Owner's account and Charterer shall also have the option to order the vessel out of berth, so as to avoid delay to other vessels waiting to use the berth, with the cost of unberthing and reberthing for this purpose to be for Owner's account. Time lost in between berthings shall not count as laytime or demurrage.

- B. If, after disconnection of hoses, vessel remains at berth exclusively for ship's purposes, other than by reasons of force majeure, Owner will be responsible for direct or indirect costs charged to Charterer by terminal/suppliers/receivers.

25. SPEED UP OR SLOW DOWN

Charterer has the option to order the vessel to perform all or part of the ballast and/or laden voyage at speed of.....or.....Knots. If a speed up/slow down option is exercised, the base freight rate shown in part I, clause F, shall be increased by a factor equal to.....Worldscale percentage points times the ballast or laden miles steamed at the speed up/slow down speed, divided by total ballast or laden miles steamed respectively, as per BP Worldwide Marine Distance Tables. Master will radio Charterer advising date, time, vessel's position when speed up/slow down begins and ends, also vessel's new speed and new Eta. Demurrage rate is not increased by exercise of a speed up/slow down option.

26. WAITING / STORAGE

Charterer shall have the option to order the vessel to wait at safe location(s) at or off loading and/or discharging port(s) and/or en route inside or outside territorial waters and/or port limits as directed by Charterer. However, the specific place closest to the nominated location shall be at the sole discretion of the Master in respect of vessel safety. The waiting/storage period shall be at the option of the Charterer but shall not exceed [ ] days in total.

Charterer shall pay for such waiting/storage time at the demurrage rate.

27. BUNKER CLAUSE

- A. Unless otherwise agreed at time of fixing, vessel will sail from every port with enough bunkers to reach the next scheduled port, or if proceeding for orders, then to reach the furthest port to which it could be ordered, and will not stop en route to take on additional bunkers.
- B. Part II Clause 26 also applies to bunkering in the United States. Charterer may also designate its associates to supply the bunkers. Charterer may deduct from freight the price for any bunkers purchased by Owner from Charterer, its affiliates or associates under this clause.

28. LIGHTENING AND TOPPING OFF

Consistent with safety, lightening and topping off (herein jointly referred to as "lightening") may occur anchored or underway, at Charterer's option. The destination of the lighters does not change lightening into discharge at sea. Lightening at sea or in port may occur several times and in more than one place before, during, or after loading/discharge at a shore or sea terminal. Charterer may lighter, at its option, regardless of whether lightening is needed to enter or leave port. The place of lightening shall not count as a separate port or berth when lightening involves only part of the cargo and occurs in or near a port or approach to a port where additional cargo is discharged.

29. SHIP TO SHIP OPERATIONS

(A) The Master of each vessel shall be responsible for the safe operation of his vessel throughout the STS Cargo Transfer Operations.

(B) The mooring master shall coordinate the STS Transfer Operation, serving as advisor only and assisting the Masters in assuring that the requirements of all ICS/OCIMF Guidelines and U.S. Coast Guard regulations and prudent seamanship are met. Neither the mooring master nor his employer shall be responsible for any damages, losses, expenses and/or costs of any nature whatsoever, including without limitation any loss of time and/or delays that may be incurred or sustained by either party or third party arising out of, or in the matter related to the STS Transfer between vessels, even if said claims and/or damages, losses, delays, expenses or costs arise out of the negligence of the mooring master.

(C) Charterer shall be liable for and shall bear the risk of A) any damage, loss or liability on account of injury to or death of Charterer's personnel or damage to or destruction of Charterer's property, howsoever or by whomsoever caused and B) any damage to or loss of property belonging to a third party, arising from or out of incorrect or inadequate information furnished by the Charterer or any negligent act or omission of the Charterer, including his agents, employees, Master and crew members of the other vessel, and shall hold harmless, indemnify and defend Owner from and against all claims, suits, liabilities and expenses on account of injury to or death of Charterer's personnel as aforesaid or damage to or destruction of property owned by third parties, as aforesaid.

(D) Owner shall be liability for and shall bear the risk of A) any damage, loss or liability on account of injury to or death of Owner's personnel or damage to or destruction of Owner's property, howsoever or by whomsoever caused and B) any damage to or loss of property belonging to a third party, arising from or out of incorrect or inadequate information furnished by the Owner or any negligent act or omission of the Owner, including his agents, employees, Master and crew members of the vessel, and shall hold harmless, indemnify and defend Charterer from and against all claims, suits, liabilities and expenses on account of injury to or death of Owner's personnel as aforesaid or damage to or destruction of property owned by third parties, as aforesaid.

(E) Nothing herein shall be construed as a waiver of Owner's or Charterer's right to limit its liability in accordance with applicable international conventions and/or national legislation.

(F) Nothing in this agreement obligates Charterer to indemnify Owner against liability for oil pollution.

30. INTERIM PORT CLAUSE

Charterer shall pay for any interim load/discharge port(s) at cost. All time spent from tender of notice of readiness to disconnection of hoses thereat to be treated as within the

laytime allowance and calculated as laytime/demurrage in accordance with this Charter. Time for additional steaming, which exceeds direct route from first loadport to furthest discharge port, shall be paid at the demurrage rate plus bunkers consumed, plus actual port costs, if any. The reasonable estimated costs will be payable as an on account payment together with freight, followed by final invoice plus all supporting documents as soon as possible but not later than ninety (90) days after completion of this voyage.

31. CHANGE OF DESTINATION

Clause 9 of part II of this Charter shall be deleted and the following inserted:

(A) Charterer shall nominate loading or discharging port(s) and or place(s) or order vessel to a destination for orders. If vessel is ordered to a destination for orders, Charterer shall thereafter nominate loading or discharging port(s) and/or place(s) and/or a new destination for orders. All such nominations or orders shall be made in sufficient time to avoid delay to vessel

(B) At any time after nominating loading and/or discharging port(s) or place(s) pursuant to paragraph (A) of this clause, Charterer may nominate new port(s) or place(s) or destination(s) for orders whether or not they are within the range of the previously nominated port(s) or place(s) and/or vary the rotation of any nominated port(s) or place(s) and Owner shall issue instructions necessary to make such changes(s). It is understood and agreed, however, that the aforesaid option to nominate new loading port(s) or place(s) or destination(s) for orders in different ranges shall lapse on vessel commencing cargo handling operations at a nominated loading port or place and that the aforesaid option to nominate new discharging port(s) or place(s) or destination(s) for orders in different ranges shall lapse on vessel commencing cargo handling operations at a nominated discharging port or place. If a change to, or varying the rotation of, nominated port(s) or place(s) occurs or if vessel is sent to a destination for orders, any time by which the steaming time to the port(s) or place(s) to which vessel is finally ordered exceeds that which would have been taken if vessel had been ordered to proceed to such port(s) or place(s) in the first instance shall be compensated at the deviation rate per running day and pro rata for a part thereof. In addition, Charterer shall pay for extra bunkers consumed during excess time at Owner's documented actual replacement cost at the port where bunkers are next taken less a credit for daily in port fuel consumption during any period of waiting/storage.

(C) Any order of vessel to a destination for orders, all nominations and any renominations pursuant to this clause shall be consistent with part I (C) and (D).

32. INSURANCE

- A. Extra insurance on freight and/or cargo, if any, due to vessel's age, classification and/or flag shall for Owner's account and Charterer shall have the right to deduct such extra insurance cost from freight due to Owner.
- B. War risk insurance.

(I) At the time of fixing Owner shall advise vessel's hull and machinery value which is .....

(II) Any "additional premium" on vessel's hull and machinery war risk insurance for the first fourteen days that vessel is in an "additional premium" zone shall be for Owner's account.

(III) After the first 14 days any additional premiums payable by Owner in respect of war risk premium under their policies of insurance that are incurred by reason of the vessel trading to excluded areas not covered by Owner's basic war risk insurance shall be for Charterer's account. Charterer shall not be liable for any premium in excess of that customarily paid in respect of similar vessels which are trading to the same area at the same time as reasonably assessed by leading underwriters actively engaged in the business of providing war risks insurance.

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

(V) Charterer shall only pay the proven documented additional net premium and any discount or rebate refunded to Owner for whatsoever reason shall be passed on to Charterer. Any premiums and increase thereto attributable to closure insurance (i.e. blocking and trapping) and crew and officers' war bonus, and lost hire war risk insurance shall always be for Owner's account.

(VI) whenever requested by Charterer, Owner shall arrange for war risk underwriters to advise Charterer directly about actual net "additional premium" then in effect. If requested by Charterer, Owner shall arrange in advance for war risk underwriters to furnish such information to Charterer directly 48 hours before vessel enters "additional premium" zone.

(VII) Charterer shall not be responsible for any time lost as a result of the vessel remaining in an "additional premium" zone due to action by vessel's officers and/or breakdown and/or accident to vessel or her equipment not caused by default of Charterer, or as a result of an occurrence of a war risk, or as a result of officers and/or crew refusing to proceed to an "additional premium" zone.

(VIII) Any clause in this Charter that gives Owner the right to perform the voyage at a reduced speed shall not apply while vessel is in an "additional premium" War Risk Zone.



33. GENERAL AVERAGE

In addition to any other rights Charterer may have, and if requested by Charterer, Owner will release one or more cargoes to Charterer for transshipment from a port of refuge by and at the expense of Charterer in exchange for a non-separation of interest agreement, general average bond from Charterer, and a General Average undertaking from Charterer's underwriters in the customary forms. Charterer's transshipment expenses, up to the general average saved, are to be treated like the general average expenses saved, as if those expenses had actually been incurred and paid for by Charterer. Transshipment shall not affect the freight rate which shall be based on a voyage to the discharge port fixed by the Charter, or otherwise declared by Charterer in accordance with the terms of the Charter. If freight at risk, Charterer shall be credited for the vessel's daily manning, bunker insurance costs as well as port expenses saved for any part of the voyage not required to be made by reason of transshipment. Bills of lading for such transshipped cargoes are deemed to be accomplished on completion of transfer to the transshipping vessel, and port of refuge where transfer is made shall be treated as a discharge port, except for purposes of calculating the freight rate.

34. CARGO RETENTION

- A. In the event that any pumpable cargo remains on board upon completion of discharge, Charterer shall have the right to deduct from freight an amount equal to the FOB port of loading cost of such cargo plus its pro rata cost of freight and insurance.
- B. In addition to any other rights which Charterer may have, Owner will be responsible for the full amount of any in transit loss if in-transit loss exceeds 0.3% and Charterer shall have the right to deduct from freight an amount equal to the FOB port of loading cost of such missing cargo plus its pro rata cost of freight and insurance. In-transit loss is defined as the difference between gross standard vessel volumes after loading at the loading port and before unloading at the discharge port.
- C. Reports about pumpability and volumes shall be conclusive if issued by independent surveyors appointed by Charterer and approved by Owner, which approval shall not be unreasonably withheld.
- D. Nothing in this clause deprives Owner of any defences it has to counterclaims for cargo shortlanding or damage but it is agreed that such counterclaims will not be timebarred if asserted in any proceedings for freight commenced by Owner.

35. CLAIMS

Charterer shall be discharged and released from all liability in respect of any claim Owner may have under this Charter unless a written invoice as well as all other supporting documents have been received by Charterer within ninety (90) days after completion of discharge of the cargo covered by this Charter or after other termination of this Charter, whichever first occurs. In the case of demurrage claims the supporting documents must include copies of ETA notices sent in compliance with voyage orders, notices of readiness

at each port, pumping logs, letters of protest and port logs/statements of facts for each port signed by the Loading Terminal/Receiver and Agents. Any claim which Owner may have under this Charter shall be waived and absolutely barred if the invoice and all supporting documents are not received by Charterer before the time bar.

36. CLAIMS OF AFFILIATES

If, whether directly or indirectly, any breach of this charter by Owner shall cause any company or companies which, at the date of this charter, is or are associated with and/or affiliated to Charterer to suffer any loss or damage whatsoever or incur any liability whatsoever to any third party, then Owner shall be liable to Charterer to the full extent of Charterer's Affiliates' or Associates' losses and/or damages and/or liabilities and Charterer shall be entitled to claim in respect thereof in accordance with the Law and Jurisdiction Clause of this charter. Charterer warrants that any sums actually recovered by it in respect of its Affiliates' or Associates' losses and/or damages and/or liabilities shall be received by it for the account of such Affiliates and/or Associates, in reduction and/or mitigation of their loss.

37. GA/LAW/JURISDICTION

A. This Charter shall be governed by English law and subject to B below any dispute arising out of or in connection herewith shall be determined either:

\*(i) Pursuant to the jurisdiction of the High Court of Justice, Strand, London, WC2 and the parties hereto agree that within fourteen days of being called upon to do so by the other, each will appoint an agent in London to accept service of any proceedings issued therein; or

\*(ii) By arbitration in London in accordance with the Arbitration Act 1996 (plus subsequent amendments), as set out in Part II Clause 35, it being agreed that each party shall appoint its own arbitrator and the two arbitrators so chosen shall select a third.

\* (STRIKE ONE OUT)

In the event that neither of the above clauses (i) nor (ii) be struck out, then save as provided in B below, the parties shall have been deemed to have agreed to (i) above as the forum for resolution of their disputes.

B. In the event that the principal amount claimed in any dispute between the parties shall be less than US\$75,000 the matter shall be referred to and determined in accordance with the current rules governing the LMAA Small Claims Procedure.

C. The place for adjustment of General Average shall be London.

38. AGENTS AND BROKERS

- A. Owner to appoint Agent nominated by Charterer both ends
- B. A 2.5% commission on all monies earned under this Charter shall be deducted by Charterer at source.

39. ASSIGNMENT CLAUSE

Notwithstanding any other provisions of this Charter, Charterer may at any time assign all the benefit of and all its rights, obligations and duties under the Charter (whether accrued, subsisting, future or contingent) to any affiliated or associated company, which may in turn assign and transfer all such benefits, rights, obligations and duties to any other such company on the same terms provided always that no such assignment or transfer shall take place after legal proceedings have been served on or arbitration commenced and notified to the Charterer or such company in respect of any accrued obligation or duty binding on the company so served or notified.

40. WAIVER OF SOVEREIGN IMMUNITY

In the event Owner or the vessel is controlled, operated, or owned by a branch, agency, representative or department of any government entitled to sovereign immunity, Owner hereby waives any right to assert sovereign immunity with regard to jurisdiction, attachment, arrest and/or seizure of the vessel arising out of litigation or arbitration of any dispute related to this Charter.

41. REQUIREMENTS OF SPECIAL TRADES

A. USA

(1) If the vessel loads or carries cargo destined for the US or passing through US ports in transit, Owner shall comply with the current US Customs regulations (19 CFR 4.7 and 178) or any subsequent amendments thereto and shall (unless Charterer requests otherwise) undertake the role of carrier for the purposes of such regulations and shall:

(a) have in place a SCAC (Standard Carrier Alpha Code) and insert the same on each bill of lading;

(b) have in place an ICB (International Carrier Bond);

(c) submit cargo declarations by AMS (Automated Manifest System) to the US Customs; and

(d) provide Charterer and Agents on request with details of the Unique Identifier in respect of all cargo carried.

(2) Charterer shall provide all necessary information to Owner and/or its agents to enable the Owner to submit a timely and accurate cargo declaration.

(3) Owner warrants that it is aware of the US Bureau of Customs and Border Protection regulations for entering US ports (the "CBP Regulations"), including but not limited to those regulations issued on December 5<sup>th</sup> 2003 under Federal Register Part II Department of Homeland Security 19 CFR Parts 4, 103, et al, and Owner further warrants that Owner will comply fully with the CBP Regulations.

(4) Owner shall assume liability for and shall indemnify, defend and hold harmless Charterer against any loss and/or damage (excluding consequential loss and/or damage) and any expenses, fines, penalties and any other claims, including but not limited to legal costs, arising from the Owner's failure to comply with any of the provisions of sub-clause (a) or failure to comply with the CBP Regulations, provided always that Charterer has, within a reasonable period after being requested by Owner, provided Owner with such information as is reasonably required to enable it to comply with the CBP Regulations. Should such failure result in any delay then, notwithstanding any provision in this Charter to the contrary, the period of such delay shall not count as laytime or, if the vessel is on demurrage, as demurrage.

(5) The assumption of the role of carrier by Owner pursuant to this Clause and for the purpose of the US Customs Regulations (19 CFR 4.7) shall be without prejudice to the identity of carrier under any bill of lading, other contract, law or regulation.

B. NIGERIA

Vessel shall meet all Nigerian port and task force regulations as amended from time to time. In the event that the vessel does not meet all Nigerian port and task force regulations and/or is refused and/or is delayed for any reason whatsoever government permission to perform this charter in Nigeria, then all damages, time lost, expenses, losses and related costs are for the Owner's account. In addition Charterer has the right to cancel this Charter and shall have recourse against Owner for any and all damages, demurrage, expenses and losses related to such cancellation.

C. Texaco Vacuum Gasoil Cleaning Clause as attached shall apply to this Charter.

D. There are attached clauses which apply for vessel operations in the following geographical areas:

- (i) Sullom Voe
- (ii) Loadings of North Sea Crude Oils
- (iii) Bayway Refinery, New Jersey and Transfer Refinery, Pennsylvania
- (iv) Clifton Ridge Terminal, Louisiana
- (v) Latin America
- (vi) England
- (vii) Syria
- (viii) Malaysia
- (ix) South East Asia

- (x) Turkish Straits
- (xi) Turkish Discharge Ports (CPP cargoes)

In the event that the ranges and areas specified in Part I of this charter include any of the above geographic areas, or in the event the vessel calls any of such geographic areas, then the clauses applicable to such geographic areas shall automatically apply and constitute a part of this charter.

42. CHANGES TO PART II OF EXXONMOBIL VOY2005

Clause 1(f). Line 14: Delete words "by Exxon Mobil Corporation" and insert "or is associated with Mercuria Energy Trading Sarl"

Clause 4(a). Line 54: Change "lightering" to read "cost of lighters"

Clause 9: Delete

Clause 10(e). Line 144: After "fast" add "with gangway down;"

Clause 11. Line 151: After "berth." add "If the vessel is ordered to anchor, an NOR tendered before arrival at the customary anchorage will only be considered valid from the time of anchoring."

Clause 12. Line 153: After "tendered" add "or will be unable to give"

Clause 12. Line 155: After "(48) hours" insert "after midnight local time on the last day of the cancelling deadline " and delete the words "local time.....Date".

Clause 1(c). Lines 173 and 174: In two places change "two (2)" to "three (3)"

Clause 14(b). Line 185: After "labour," insert "Acts of God, torts of third parties,"

Clause 14(c) (ii). Lines 201 and 202: (1) In two places before "anchorage" insert "ship-to-ship offshore lightering area," (2) Line 202. After "lightering" add "or delivery from lighters"

Clause 14(e). Lines 241 and 242 : Before "laytime" and "time" insert "half". Delete the last sentence.

Clause 15(c)(i). Line 252: At end add "and that laytime or time or demurrage while waiting for berth thereafter shall resume only upon expiration of 6 hours after arrival at customary anchorage or waiting place, or when all fast in berth, whichever occurs first."

Clause 27(b)(v). Line 478: Add "and Charterer shall have the benefit of the same limit of liability for claims by Owner against Charterer as the limit on liability which Owner has for claims by Charterer against Owner arising from the same event(s)."

Clause 27(b)(iii). Lines 454 and 461: Delete "New York" and insert "London"

Clause 27(d) and (f): Delete

Clause 33. Line 613 to "due" in line 627: Delete

Clause 35. Line 643: Delete "New York" and insert "London"

Clause 38. Line 664: Delete "Federal Maritime Law of the United States and where applicable by the law of the State of New York" and insert "Laws of England"

41. C

TEXACO VACUUM GASOIL  
CLEANING CLAUSE

Vacuum Gasoil (VGO) is essentially a clean product which is considered off specification when the inorganic chloride (salt) content exceeds 4 ppm. It is essential that no tank cleaning is performed prior loading if previous cargo was either fuel oil, marine diesel, VGO or Gasoil except to ensure that all tanks, lines, pumps are stripped dry/drained of any previous cargo. However, after all other cargoes the following stringent tank cleaning must be performed:

- (i) (a) Hot machine wash all tanks outlined to carry VGO (water pressure 150 psi temperature 150 f).
- (b) Flush pumps and lines including deck lines, manifolds, drop lines and any other lines connected with the cargo system with hot water for at least 30 minutes to displace all former product. Ensure all dead ends and low points in the lines are cleaned.
- (ii) Strip tanks completely dry and drain all lines and pumps, ensuring system is completely free of water.
- (iii) (a) thoroughly wash all tanks, lines and pumps outlined for VGO with fresh water, repeat fresh water, to eliminate all traces of salt.
- (b) Drain pumps and lines.
- (c) Dry out tanks.
- (iv) On non-SBT vessels, irrespective of previous cargo, where clean salt water ballast has been loaded into some hot washed tanks outlined for VGO:
  - (a) On completion of deballasting, strip tanks dry.
  - (b) Drain pumps and lines.
  - (c) Fresh water wash all salt water contaminated tanks, lines and pumps outlined for VGO.
  - (d) Drain pumps and lines.
  - (e) Dry out tanks.

41.

D

GEOGRAPHICAL CLAUSES

I. Sullom Voe, Scotland

A. BP Clauses

- 16.1 If the Vessel is to load at Sullom Voe, Owners undertake that the Vessel shall, inter alia, comply with the following requirements:
- 16.1.1 The Vessel's arrival draught shall not exceed 13.0 meters and a minimum of 35% of the Vessel's current summer deadweight shall comprise ballast, bunkers, stores and water;
- 16.1.2 The Vessel shall be equipped with an aft facing accommodation ladder complying with the Merchant Shipping (Pilot Ladders and Hoists) Regulations 1987;
- 16.1.3 The Vessel shall be equipped with either a pure wire mooring system or a mixed system including wires fitted with rope tails of a breaking strength of a minimum of 25% greater than the breaking load of the pure wires. All moorings and mooring operations shall be conducted in accordance with the OCIMF "Guidelines and Recommendations for the Safe Mooring of Large Ships at Piers and Sea Islands";
- 16.1.4 The Vessel shall present manifolds of 16-inch diameter, class ASA 150 with a minimum 500 mm between flanges or reducer/spool pieces such that the quick closing coupler may operate without restrictions; and
- 16.1.5 The Vessel shall be capable of loading cargo at a rate greater than the following minimum bulk rates and of deballasting within the following maximum periods as appropriate:

Ship's Size Tonnes SDWT	Minimum Cargo Loading Rate	Maximum Deballasting Time
Up to 81,283	7.5% of SDWT/Hour	5 hrs. 30 mins.
81,284 to 162,567	6.6% of SDWT/Hour	8 hrs. 40 mins.
162,568 to 325,134	5.8% of SDWT/Hour	11 hrs. 10 mins.
Over 325,135	4.5% of SDWT/Hour	13 hrs.

If the Vessel's cargo acceptance rate is less than the relevant minimum rate specified above or if her deballasting time exceeds the relevant maximum time specified above, the excess time required to complete loading shall not count as laytime or, if the Vessel is on demurrage, as demurrage.



B. The Owner warrants that the Vessel will comply with all Sullom Voe Terminal Regulations. The Charterer shall have the right to reject the Vessel upon the occurrence of either of the following events:

1. Disregard of the Sullom Voe Terminal Regulations; or
2. Defects in the Vessel's equipment, machinery or operations which present a safety hazard to the terminal, its premises or personnel.

C. In either of the above cases, the Charterer shall have the right to unilaterally cancel the charter by giving the Owner written notice thereof which cancellation shall be effective upon the receipt by Owner. In addition, the terminal operator may order the Vessel to vacate the terminal. In the event that the Vessel is ordered to vacate the terminal, the Charterer may, at Charterer's sole option, elect to do any of the following:

1. If no cargo has yet been loaded, Charterer may unilaterally cancel the charter by giving the Owner written notice thereof which shall be effective upon receipt by Owner;

2. If a portion of the cargo has been loaded, then Charterer may elect to instruct the Vessel to cease loading and proceed promptly to the other loadport or ports or to the discharge port or ports, in which event Charterer shall have no liability for deadfreight, or

3. Charterer may elect to allow the Vessel time to correct or repair the conditions causing the Vessel to vacate the berth and thereafter return to the berth to continue or commence loading. Should the Vessel be unable to make repairs or corrections in a manner satisfactory to Charterer, then Charterer may elect at any time to proceed under Paragraphs C(1) or C(2) above.

D. In all events, however, Charterer shall not be liable for any time lost by virtue of any of the above, and time lost will not count as used laytime or, if laytime has expired, as time on demurrage.

E. As from the date of agreement for the duration of this charter, Owner and its agents shall observe Charterer's instructions regarding the disposal of ballast from the Vessel. For the like period as aforesaid, Owner shall ensure that no engine room and pump room or other oil effluent is discharged from the Vessel and shall, if required by Charterer, produce evidence of instructions cabled by them to the Master forbidding the discharge of such effluent from his Vessel. Charterer will accept deadfreight incurred in complying with the Charterer's instructions regarding disposal of ballast.

F. If before the commencement of loading at Sullom Voe Terminal, the Charterer produces to Owner evidence of non-compliance with such instructions regarding disposal of ballast or evidence of the discharge or apparent discharge of such effluent, Charterer may by notice in writing cancel this charter without thereby incurring any penalty.

D

II. Loadings of North Sea Crude Oils.

A. The Master shall follow recommendations and directives of maritime authorities about routing around the United Kingdom, but if more than one route is approved, the Master shall choose the shorter one.

B. After loading, the Vessel shall not proceed Transatlantic in winter via North Atlantic Winter Seasonal Zone 1 without Charterers' written consent.

III. Bayway Terminal, New Jersey and Trainer Terminal, Pennsylvania

A. Vessel to utilize minimum twelve (12) winch mounted wires for mooring. Brake band thickness on mooring winches to be minimum 5 MM. Tails, if utilized, to be maximum 15.2 meters in length with breaking strength at least 125% of wire's and connected with mandel-type shackles.

B. The fixed rigid support for the manifold system must be designed to prevent both lateral and vertical movement of the manifold. Owner further warrants that no more than one reducer or spool piece (each ANSI standard) will be used between the vessel's manifold valve and the terminal hose or loading arm connection.

C. Vessel's cargo hoses, including marine vapor recovery and offshore manifold crossover hoses (or jumpers), must be tested annually and be in service for less than five years. Documentation of annual hydrostatic testing and service age is required to be aboard the vessel and must be made available to Charterer on request. Any lost time due to verification and compliance shall be for the account of Owner.

D. Bayway only. Owner warrants that the vessel can maintain maximum distance from manifold to waterline at 56 feet on arrival and throughout discharge. If the vessel is required to take on ballast to maintain this distance, then always double valve segregation shall be maintained between ballast and cargo and any delay to the vessel by reason of taking on such ballast shall not count as laytime, or if vessel is on demurrage, as time on demurrage.

IV. Clifton Ridge Terminal, Louisiana. Owner warrants Vessel will maintain maximum distance waterline to center of manifold of fifty-four (54) feet, using segregated ballast only, and shall also maintain suitable trim by stern for C.O.W. and stripping purposes. Any time lost or expenses, costs or damages incurred as a result of Owner's breach of warranty will be for Owner's account.

V. Latin America

A. Mexico ETA. For vessels loading in Mexico, Master to provide a 72, 48, 24 and 12-hour notice of ETA loadport direct to Pemex at (CP-TLX 1773671 and 1773509). Should Master fail to provide any of these notices, laytime at loadport not to commence until Vessel is all fast.

B. Port/Terminal Clause. Owner warrants that the vessel will be in compliance with any and all of the port/terminal regulations and requirements prior to arrival and tendering its Notice of Readiness. These regulations include but are not limited to vessel ETAs and the venting of vessel's cargo tanks to comply with the port/terminal H2S regulations.

VI. England.

A. Immingham – Associated Petroleum Terminals.

1. Owner warrants that Vessel will comply with the contents of the APT Terminal Information and Regulations, including, but not limited to, the mooring and deballasting requirements.

2. Ballast will be sampled upon arrival for analysis and must conform to the requirements specified in the Regulations Section 2, Paragraphs 4.1 (for I.O.T.) and 4.2 (for S.K.J./I.G.T.). Any ballast discharged outside these specifications will result in the Vessel being rejected.

3. Any extra costs and time including, but not limited to, the use of extra tugs, additional shifting and waiting, cleaning of contaminated ballast reception facilities, diversion or modifications to the Vessel's mooring system due to non-compliance with these requirements shall be for the Owner's account.

4. Charterer to provide for receipt of washing water at loadberth on arrival free of charge to Owner but at Owner's time, provided it complies with Terminal and Port Authority limitations.

B. Tetney Terminal.

1. The Owner guarantees that the Vessel is fitted with a bow stopper and a bow fairlead in accordance with OCIMF guidelines, for use with a 76 MM chafe chain. Owner warrants that Vessel is fitted with sample point at the manifold.

2. Any extra costs including, but not limited to, lightering, diversion or modification of the SPM Mooring system due to non-compliance with such guidelines shall be for the Owner's account.

3. Vessel will be capable of clearing shore lines of cargo at any time, if requested, but always at completion of discharge by pumping water through them at minimum rate of 3,000 cubic metres per hour, and a minimum back pressure of three bar, and the time thereby consumed shall count as used laytime or, if the Vessel is already on demurrage, as the time on demurrage.

4. The Vessel is to be capable of discharging cargo and loading ballast concurrently and retaining 20% of summer deadweight on board at all times.

VII. Syria

A. Owner warrants Vessel is S.B.T.

B. Owner warrants that Vessel is fitted with minimum 7.5-tonne derrick.

VIII. Malaysia

A. Melaka Refinery Terminal. Owners warrant that the Vessel shall comply with Petronas Penapisan (Melaka) Sdn Bhd [PP(M)SB] Terminal requirements/conditions as follow:

1. The distance between the centre of manifold to the top of drip tray shall be minimum 0.9 meters.

2. Standard mooring arrangements shall be:  
a. 2 spring lines forward and aft each  
b. 3 breast lines forward and aft each  
c. 3 head stern lines each

3. Shall comply with SBT mode;

4. Shall comply with manifold ANSI standard;

5. Equipped with on board reducers for connecting terminal with 2 x 12 inches hoses;

6. Inert Gas System must be fully operational and meet all the SOLAS/Classification Societies Requirements;

7. If Vessel required to berth at the PP(M)SB SPM, Vessel must comply to OCIMF and ISGOTT (mooring and discharge at SPM/SBM) guidelines and port rules and regulations.

B. Bintulu Terminal. Owners warrant that the Vessel shall comply with Bintulu Terminal's (BCOT) Vessel's Requirement/conditions as follows:

1. Equipped with on board reducers for connecting terminal with 2 x 16 inch hoses;

2. Inert Gas System shall be fully operational, and shall meet all the SOLAS/Classification Societies Requirements;

3. Equipped with two (2) AKD and/or tongue-type bow chain stopper to fit terminal 54mm/76mm chaffing chain;
4. Able to receive shore minimum loading rate of 1800 CBM/HR (including topping up);
5. Equipped with a closed loading system (with close ullaging system available);
6. Fitted with high velocity valve for vessel's venting system;
7. Equipped with min 10 MT derrick capacity;
8. Gangway facing aft;
9. If CBT, Vessel is required to maintain 25 percent of her SDWT in the form of cargo or ballast at all times in port, and will be during daylight only. Any waiting for daylight and deballasting shall be for Owner's account. Oil discharge monitoring and control must be operational.

C. Kerteh. Owners warrant that the Vessel shall comply with Trengganu Crude Oil Terminal (TCOT) Kerteh Loading Terminal Vessel's requirement/conditions as follows:

1. Vessel shall be fitted with 1 x 76 mm Bow Chain Stopper
2. Mooring and manifold arrangements shall meet OCIMF standards
3. Vessel shall be able to load at 40,000 bbls/hour with 1 x 16 inch hose connection
4. If no SBT facilities are available, Vessel shall arrive partly loaded, or retain ballast onboard during loading operations
5. Vessel shall arrive with a 2.0m maximum trim by stern with propellers fully submerged
6. Vessel shall have derrick length capable of lifting cargo hose 10 metres above ship's rails. The minimum SWL derrick capacities shall be 10 tonnes for 60,000 DWT and 15 tonnes for above 60,000 DWT tanker
7. Vessel shall be capable of providing minimum 10 kg of steam pressure on deck for mooring purposes if and when using steam powered winches.

D. Malaysian DSL

1. Domestic Shipping License (DSL) fees shall be for Owner's account. Owner to provide the following certificates to the nominated agents for the application of SDL (copy of certificates to be faxed to the agent).

- a. Crew List
- b. Certificate of Registry
- c. Loadline Certificate
- d. Cargo Ship Safety Construction Certificate
- e. Cargo Ship Safety Equipment Certificate
- f. Cargo Ship Safety Radio/Telegraphy Certificate
- g. International Oil Pollution/Prevention Certificate
- h. Draft Certificate
- i. Certificate of Classification for Machinery
- j. International Tonnage Certificate
- k. Owner's P and I Club Certificate
- l. Insurance of Financial Security in respect of Civil Liability for

Oil Pollution in Damages

2. Any additional costs including, but not limited to, delays, time used, additional port expenses, etc., as a result of non-compliance by Owners in providing the above-mentioned certificates shall be for Owner's account.

D(x)

**South East Asia**

- a) South Korean Laytime.  
If the vessel is required to call at South Korean port(s), should the vessel arrive at quarantine station and tender NOR between 3 hours before sunset and 0100 hours the next day, laytime, or time on demurrage, if vessel is on demurrage, shall count from 0700 hours the next day.
- b) South Korean Anchor Dues.  
South Korean Anchorage dues in excess of 72 hours to be for Charterer's account.
- c) Korean/Japanese Speaking Superintendents  
If the vessel is required to call at Korean/Japanese port(s) and if so requested by Charterers, Owners are to send, at their cost, a Korean/Japanese speaking superintendent to assist and co-ordinate the safe operation for the vessel to discharge at such nominated port(s).
- d) Singapore/Tanjung Pelepas/ Karimun/Pasir Gudang Blending.  
Charterer to have the additional option of discharging part or all cargo in one safe port and reloading at same port or another port within the Singapore/Tanjung Pelepas/Karimun/Pasir Gudang range for further discharge within the same port and/or port(s) within the Singapore/Tanjung Pelepas/Karimun/Pasir Gudang ranges. Time at the discharge/reload port to count as laytime or if vessel is on demurrage, as time on demurrage in accordance with Charterparty terms and conditions. Freight always to be based on the highest Bill of Lading quantity(ies) carried on any one part of the voyage or the minimum quantity as per Charterparty, whichever is the greater. Where final discharge is at a port other than the discharge/reload port the discharge/reload port to be considered as additional loadport for freight calculation purposes.

D (X)

TURKISH STRAITS CLAUSE:

Any delay in passing the Turkish Straits (Dardanelles and Bosphorus) in excess of accumulated 48 hours for north and southbound transit (combined) to be for Charterers account and paid for at the rate of USD                      per day or pro rata. In addition the cost of bunkers consumed during such additional time and any additional expenses incurred during such period to be for Charterers' account and to be payable with freight against Owner's invoice with available supporting documents.

Owners to appoint their agents when passing the Turkish Straits, the laytime / demurrage provisions set out elsewhere in this Charter shall not apply.

Notwithstanding anything elsewhere herein contained, if the vessel commences the ballast voyage in time to arrive at the loadport within the cancelling date but is delayed because of the traffic regulations through the Turkish Straits north-bound such that vessel may not arrive by the cancelling date, Charterer's option to cancel as provided elsewhere herein can not be exercised.



## D(xi) TURKISH DISCHARGE PORTS (CPP CARGO)

Where the vessel is discharging at any Turkish Port and, in order to allow discharge in accordance with the custom of the port, Customs or other port officials request that the Master sign documents supplied by Charterer or its agents including but not limited to cargo manifests/non-negotiable bills of lading and whether or not showing the name of the final receivers, Master shall sign the same and do so if requested by Charterers in the presence of the customs and vessel's agents. Charterers agree to indemnify Owners against all consequences or liabilities which may arise from any inconsistency between the documents supplied by Charterer or its agents and presented to the Master for signature and any bills of lading or other documents issued and signed by him at Charterers' request. In the event that any time is lost awaiting Master's compliance the same shall not count as used laytime or if the vessel is on demurrage, demurrage.