



# ASBAGASVOY

## GAS TANKER VOYAGE CHARTER PARTY

### PREAMBLE

Place                      Date

IT IS THIS DAY AGREED between                      chartered owner/owner (hereinafter called the "Owner") of the liquefied gas carrier                      (hereinafter called the "Vessel") and                      (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 shall prevail over those contained in Part II.

### PART I

- A. Description, Presentation and Position of Vessel:  
 Deadweight:                      metric tons,                      Classed:  
 Loaded draft of Vessel on assigned summer freeboard                      meters in salt water.  
 Tank capacity in cubic meters at 100 %:  
 The Vessel's description and details are stipulated in the attached Gas Form C and Q88.  
 Last cargo:  
 Presentation: Part II, Clause 18 (a)  or (b)  or (c)  (select one with tick , if no selection is made Clause 18(a) shall apply).  
 Now:                      Expected Ready:  
 B. Laydays:  
 Commencing:                      Cancelling:  
 Cancellation: Part II, Clause 5 (b) shall apply  yes (indicate with a tick ).  
 C. Loading Port(s):                      Charterer's Option  
 D. Discharging Port(s):                      Charterer's Option  
 E. Cargo:  
 Load Temperature:                      Discharge Temperature:  
 F. Freight Rate:                      per metric ton.  
 G. Freight Payable to:                      at  
 H. Total Laytime in Running Hours (or metric tons per hour):  
 I. Demurrage per day:  
 J. Commission of                      % is payable by the Owner to                      on the actual amount of freight, deadfreight and demurrage when and as paid.  
 K. The place of General Average and arbitration proceedings to be in New York/London/Singapore (select one place. If no selection is made, New York shall apply). If Singapore is selected, select English law or Singapore law (if no selection is made, English law shall apply).  
 L. Pollution Insurance: The Owner warrants the Vessel has pollution insurance coverage customary for the trade set forth in this Charter Party and for carriage of the Charterer's cargo as well as for all other cargo carried on the voyage and will be so maintained during the currency of this Charter Party.  
 M. Special Provisions:

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

Witness the signature of:                      By: \_\_\_\_\_

Witness the signature of:                      By: \_\_\_\_\_

## ASBAGASVOY 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 Party, shall, with all convenient dispatch, proceed as ordered to Loading Port(s) stated in Part I, C hereof, or so near thereunto as she may safely get (always afloat), and being seaworthy, and having all pipes, pumps and compressors 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) the cargo as described in Part I, E 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 direct to the Discharging Port(s) or so near thereunto as she may safely get (always afloat), and deliver said cargo.

### 2. FREIGHT

Freight shall be at the rate stipulated in Part I, F 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 the Charterer without discount upon delivery of cargo at destination, less any disbursements or advances made to the Master or the Owner's agents at ports of loading and/or discharge and cost of insurance thereon. The services of the cargo 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 the cargo quantity as set out in Part I, E, 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 that event, however, deadfreight shall be paid at the rate specified in Part I, F hereof on the difference between the intake quantity and the quantity the Vessel would have carried if she had received the quantity called for, provided always that the Vessel could have carried that quantity.

### 4. CARGO TEMPERATURES

The Charterer shall supply, and the Vessel shall discharge, the cargo at the temperatures as stated in Part I, E.

### 5. LAYDAYS

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

(b) CANCELLATION (only to apply if stated in Part I, B)

Should the Vessel not be ready to load, or should the Owner anticipate that the Vessel will not be ready to load on the cancelling date, the Owner shall, as soon as it is in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterer asking whether the Charterer will exercise its option of cancelling. Within forty-eight (48) hours after receipt of the notice, the Charterer must declare whether it wishes to exercise that option. If the Charterer does not exercise its option of cancelling, the day after the readiness date stated in the notice shall be regarded as a new cancelling date for the purpose of this clause.

### 6. NOTICE OF READINESS

Upon arrival at customary anchorage at each port of loading or discharge, the Master or his agent shall give the Charterer or his agent notice in writing that the Vessel is ready to load (as per Clause 18) 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 the Charterer has no control, such delay shall not count as used laytime or time on demurrage.

#### **7. HOURS FOR LOADING AND DISCHARGING**

The number of running hours specified as laytime in Part I, H 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 or time on demurrage. 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 or time on demurrage; if the Charterer, shipper or consignee prohibits loading or discharging at night, time so lost shall count as used laytime or time on demurrage. Time consumed by the Vessel in moving from loading or discharge port anchorage to her loading or discharge berth, discharging ballast water or slops, will not count as used laytime or time on demurrage.

#### **8. DEMURRAGE**

The Charterer shall pay demurrage per running day and pro rata for a part thereof at the rate specified in Part I, I for all time that loading and discharging and used laytime as elsewhere herein provided exceeds the allowed laytime elsewhere herein specified. If, however, demurrage shall be incurred at ports of loading and/or discharge by reason of fire, explosion, storm or by a strike, lockout, stoppage or restraint of labor or by breakdown of machinery or equipment in or about the plant of the Charterer, supplier, shipper or consignee of the cargo, the rate of demurrage shall be reduced one-half of the amount stated in Part I, I per running day or pro rata for part of a day 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 - LIGHTERAGE**

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. The Charterer shall have the right of shifting the Vessel at ports of loading and/or discharge from one safe berth to another on payment of all towage and pilotage shifting to next berth, charges for running lines on arrival at and leaving that berth, additional agency charges and expense, customs overtime and fees, and any other extra port charges or port expenses incurred by reason of using more than one berth. Time consumed on account of shifting shall count as used laytime or time on demurrage. Any lighterage operations shall be at the expense, risk and peril of the Charterer. The Charterer shall ensure that adequate fendering and hoses to the satisfaction of the Vessel's Master are provided. Such operations to be carried out in conformity with the provisions of the latest edition of the OCIMF/ICS Ship to Ship Transfer Guide for Petroleum, Chemicals and Liquefied Gases but in any case lighterage operations always to be at the discretion of the Vessel's Master and if the Master, at any time, considers that lighterage operations are or become unsafe, then he may order them to be discontinued. All time used in lighterage operations, whether or not they are discontinued, shall count as laytime or time on demurrage. If the Owner is obliged to extend their existing insurance policies to cover lighterage operations or incur any other additional cost/expense, the Charterer shall reimburse the Owner for any additional premium or cost/expense incurred. The Charterer shall be responsible for all costs and charges in respect of equipment needed to perform such lighterage operations, and shall obtain any and all relevant permissions from proper authorities to perform lightering and all expenses in this connection shall also be for the Charterer's account. Where the agreed lighterage location is outside port limits, notice of readiness may be tendered at such location.

#### **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. The Vessel shall supply her pumps and the necessary power for discharging in all ports, as well as necessary hands. All overtime of officers and crew incurred in loading and/or discharging shall be for account of the Vessel.

**11. HOSES**

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 or time on demurrage shall continue until the hoses have been disconnected.

**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. 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). 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 the Owner's orders, tank cleaning, repairs, etc. before, during or after loading or discharging.

**13. CARGO DESCRIPTION AND VESSEL COMPLIANCE**

The Owner warrants that it is familiar with the characteristics of the cargo as described in Part I, E, its handling and safety requirements, and that the Vessel is classified and the crew is certified for the carriage of same and is in compliance with all international, national and local laws, rules and regulations applicable to the carriage of the cargo and the voyage set forth in Part I. This includes, but is not limited to, the Codes issued by the International Maritime Organization (IMO) as in force at the time of this Charter Party and as such Codes may be applicable to the cargo described in Part I, E and the voyage performed under this Charter Party. Upon the Owner's request, the Charterer will supply the Owner with the Safety Data Sheet and/or other relevant cargo specifications.

**14. ICE**

- (a) In case port of loading or discharge should be inaccessible owing to ice, the Vessel shall direct her course according to Master's judgment, notifying the Charterer, shipper or consignee, who is bound to provide 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, I. The Charterer shall pay for additional bunkers consumed at replacement cost and for any additional port costs incurred.
- (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 with the Charterer, shipper or consignee of the cargo, who shall provide 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 the Charterer to pay for the time that the Vessel may be delayed, at the demurrage rate stipulated in Part I, I.

**15. SEGREGATION**

If the cargoes under this Charter Party consist of more than one grade, or if the Owner is allowed by the Charterer to carry other cargo for own or other accounts on this voyage, all grades of cargo shall be at all times kept fully segregated by tanks, pumps, lines and compressors, always within the Vessel's natural segregation.

**16. GENERAL CARGO**

The Charterer shall not be permitted to ship any packaged goods or non-liquefied bulk cargo of any description; the cargo the Vessel is to load under this Charter Party is to consist only of liquefied gas cargo in bulk as specified in Part I, E.

**17. 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.

**18. PRESENTATION**

- (a) The Owner shall present the Vessel's cargo tanks and associated systems at loading port(s) under vapours/heel of last cargo as specified in Part I, A cooled down as per terminal regulations and ready to load the Charterer's nominated cargo. Upon Charterer's request the Owner shall promptly provide the Charterer with the Vessel's existing cargo tank split and tank preparation schedule. The Charterer shall, in a timely fashion, advise the cargo split in order to allow the Vessel to prepare the cargo tanks accordingly; or
- (b) The Vessel shall present at loading port(s) with all cargo tanks and associated systems liquid free under vapours of last cargo as specified in Part I, A ready to load the Charterer's nominated cargo; or
- (c) [Other, as agreed].

**19. GENERAL EXCEPTIONS CLAUSE**

The Vessel, her Master and the Owner shall not, unless otherwise in this Charter Party expressly provided, be responsible for any loss or damage, or delay or failure in performing hereunder, arising or resulting from:- any act, neglect, default or barratry of the Master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer or the owner, shipper or consignee of the cargo, their agents or representatives; 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 the Owner, nor the Charterer, shall, unless otherwise in this Charter Party expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder, arising or resulting from:- Act of God; act of war; perils of the 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 such form as may be agreed for all cargo shipped but without prejudice to the rights of the Owner and the Charterer under the terms of this Charter Party. 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 including but not limited to those 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 Hague Rules as contained in the International Convention for the Unification of Certain Rules Relating to Bills of Lading at Brussels dated 25 August 1924 as enacted in the country of shipment unless the shipment is to or from the United States in which case it shall have effect subject to the U.S. Carriage of Goods by Sea Act, approved 16 April 1936 and any amendments thereto. In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on 23 February 1968 (also referred to as the Hague-Visby Rules) apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading. The applicable Convention, Act, ordinance or legislation (hereinafter called the "Act") shall be deemed to be incorporated herein and nothing herein contained

shall be deemed a surrender by the Owner of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the Act. If any term of this Bill of Lading be repugnant to the Act to any extent, such term shall be void to the extent but no further.

(ii) NEW 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 carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery.

(iii) GENERAL AVERAGE

General Average shall be adjusted, stated and settled according to York/Antwerp Rules 2016 and, as to matters not provided for by those rules, according to the laws and usages at the port of New York, at the port of London or at the port of Singapore, whichever place is specified in Part I, K of this Charter Party. If a General Average statement is required, it shall be prepared at such port or place in the United States, the United Kingdom or Singapore, whichever country is specified in Part I, K of this Charter Party, as may be selected by the carrier, unless otherwise mutually agreed, by an Adjuster appointed by the carrier 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 the carrier and/or Charterer, and/or carrier 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 carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder shall indemnify the carrier 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 the carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or object are at fault in respect of a collision or contact.

(v) LIMITATION OF LIABILITY

Any provision of this Charter Party to the contrary notwithstanding, the carrier 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, revolutions or the operation of international law (a) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the Master or the carrier in his or their discretion dangerous or prohibited or (b) it be considered by the Master or the carrier in his or their discretion dangerous or impossible for the Vessel to reach any such port of loading or discharge – the Charterer 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 the carrier's discretion dangerous or prohibited). If in respect of a port of discharge no orders be received from the Charterer within 48 hours

after they or their agents have received from the carrier a request for the nomination of a substitute port, the carrier shall then be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions of the Charter Party or not) and such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharging ports established under the provisions of the Charter Party, the Charter Party shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the Vessel discharges the cargo at a port outside the range of discharging ports established under the provisions of the Charter Party, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and or discharging the cargo thereat shall be paid by the Charterer or cargo owners. In the latter event the carrier shall have a lien on the cargo for all such extra expenses.

- (c) The Vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any otherwise whatsoever given by the government of the nations under whose flag the Vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations, anything is done or is not done such shall not be deemed a deviation.

If by reason of or in compliance with any such direction or recommendation the Vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading, the Vessel may proceed to any safe port of discharge which the Master or the carrier 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 carrier shall be entitled to freight as if discharge has been effected at the port or ports originally designated or to which the Vessel may have been ordered pursuant to the terms of the Bills of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by the Charterer and/or cargo owners and the carrier 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 vessels in distress, to deviate for the purpose of saving life or property or of landing any ill or injured person on board, and to call for fuel at any port or ports in or out of the regular course of the voyage. Any salvage shall be for the sole benefit of the carrier.

(c) HALF OF ONE PER CENT CARGO LOSS

The Vessel, her Master and Owner shall not be responsible for any loss or shortage whatsoever resulting from incondensable matter (providing such incondensables are not due to failure of the Vessel/Vessel's equipment), nor for any other loss or shortage, except to the extent that such loss or shortage (i) exceeds half of one per cent (0.5%) of the aggregated quantities stated in the Bill of Lading for each grade and (ii) does not fall within the exception clauses of this Charter Party. For the purposes of this clause, losses and shortages shall be computed according to intake and outturn quantities based upon Vessel's gauges verified by an independent inspector at the Charterer's cost, or in the event that such said inspector is not available, the Vessel's intake and outturn quantities shall be relied upon without further verification.

(d) ELECTRONIC BILLS OF LADING

(i) Subject to the Owner's agreement, bills of lading, waybills and delivery orders referred to in this Charter Party shall be issued, signed and transmitted in electronic form with the same effect as their paper equivalent.

(ii) For the purpose of subclause (i) the Owner shall subscribe to and use Electronic (Paperless) Trading Systems as directed by the Charterer, provided such systems are approved by the International Group of P&I Clubs. Any fees incurred in subscribing to or for using such systems shall be for the Charterer's account.

(iii) The Charterer agrees to hold the Owner harmless in respect of any additional liability arising from the use of the systems referred to in subclause (ii), to the extent that such liability does not arise from the Owner's negligence.

**21. LIEN**

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

**22. AGENTS**

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

**23. BREACH**

Damages for breach of this Charter Party 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 Party shall be put to arbitration in New York or in London or in Singapore whichever place is specified in Part I, K of this Charter Party pursuant to United States maritime law (proceedings to be conducted in accordance with the Rules of the Society of Maritime Arbitrators, Inc. (SMA) current at the time this Charter Party was entered into), English law (proceedings to be conducted in accordance with the Rules of the London Maritime Arbitrators' Association (LMAA) current at the time when the arbitration proceedings are commenced), and English/Singapore law (proceedings to be conducted in accordance with the Rules of the Singapore Chamber of Maritime Arbitration (SCMA) current at the time when the arbitration proceedings are commenced), respectively, before a board of three persons, consisting of one arbitrator to be appointed by the Owner, one by the Charterer, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Either party hereto may call for such arbitration by service upon any officer of the other, wherever he may be found, of a written notice specifying the name and address of the arbitrator chosen by the first moving party and a brief description of the disputes or differences which such party desires to put to arbitration. If the other party shall not, by notice served upon an officer of the first moving party within twenty days of the service of such first notice, appoint its arbitrator to arbitrate the dispute or differences specified, then the first moving party shall have the right without further notice to appoint a second arbitrator, who shall be a disinterested person with precisely the same force and effect as if said second arbitrator has been appointed by the other party. 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 Party for hearing and determination. Awards made in pursuance to this clause may include costs, including a reasonable allowance for attorney's fees, and judgement may be entered upon any award made hereunder in any Court having jurisdiction in the premises.

In cases where neither the claim nor any counter claim exceeds the sum of USD 100,000, the arbitration shall be conducted before a sole arbitrator as follows:

If the venue is New York: in accordance with the Shortened Arbitration Procedure of the SMA current at the time this Charter Party was entered into.

If the venue is London: in accordance with the Small Claims Procedure of the LMAA current at the time when the arbitration proceedings are commenced.

If the venue is Singapore: in accordance with the Small Claims Procedure of the SCMA current at the time when the arbitration proceedings are commenced.



**25. SUBLET**

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

**26. POLLUTION CLAUSE**

The Owner shall provide for standard oil pollution coverage equal to the level customarily offered by the International Group of P&I Clubs, together with the appropriate certificates to that effect.

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