



ASBAGASVOY Optional Additional Clauses

In September 2020, BIMCO and the Association of Ship Brokers & Agents (U.S.A.), Inc. (ASBA) published ASBAGASVOY, a voyage charter party dedicated to the gas tanker sector. It is based on ASBATANKVOY, which for many years has been the preferred charter party for gas tanker fixtures. ASBAGASVOY introduces gas specific terminology which replaces ASBATANKVOY clauses pertaining to the tanker trades.

This document contains optional additional clauses which may be used with ASBAGASVOY. These clauses are principally focused on vessel presentations for petrochemical gases (when the option in ASBAGASVOY subclause 18(c) "Other, as agreed" is chosen). The document also contains other clauses commonly used in gas fixtures, while a number of clauses that are usually subject to negotiations have deliberately been left out. However, it has been thought appropriate at this stage to also include a first example of a clause relating to the usage of LPG as fuel.

The document is intended as a useful addition for anyone fixing on ASBAGASVOY. The presentation clauses are intended as guidance only and the parties should consider whether adaptation is required for their specific fixture.

The gas specific clauses have been drafted by the ASBAGASVOY drafting team which consisted of Søren Wolmar (ASBA & Quincannon), Stephen Harper (BW Group), Elwin Taylor (Petredec), Tommy Baggio (Clarksons, recently retired), Magne Andersen (Nordisk Legal Services) and Caroline Avgerinou (Thomas Miller P&I (Europe) Ltd.).

Clauses that are applicable for many, or all, segments of the shipping industry are available from BIMCO's clause library at <https://www.bimco.org/contracts-and-clauses/bimco-clauses>.

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1. PRESENTATION

1.1. Ethylene Presentation Clauses

1.1.1. Vessel to load ethylene on top of last cargo ethylene

From last cargo: Ethylene

To next cargo: Ethylene

Upon tendering notice of readiness the Vessel is to present all designated cargo tanks and associated systems under last cargo ethylene atmosphere, cooled down and ready to commence loading refrigerated ethylene with temperatures in cargo tank bottoms not to be warmer than minus 80 degrees C.

1.1.2. Vessel to open tanks to breathable air for visual inspection before purging with shore or Vessel supplied nitrogen and gassing up/cooling down with ethylene supplied from shore

From last cargo: Polymer Grade Propylene (*), Chemical Grade Propylene, Refinery Grade Propylene, Butadiene, Crude C4, Butene-1, Raffinate, Propane, Butane, LPG mix.

(*) See alternative presentation clause (1.1.4.) below.

To next cargo: Ethylene

Upon tendering notice of readiness the Vessel is to present all designated cargo tanks and associated systems at the load port under either (i) shore-supplied or (ii) Vessel's own generated nitrogen atmosphere with maximum 0.2 pct oxygen content by volume and with a dew point of not warmer than minus 45 degrees C. The Owners confirm that the Vessel is equipped with a PSA nitrogen generator producing nitrogen from air only.

However, prior to presenting the Vessel's designated cargo tanks and associated systems at the load port in accordance with paragraph 1 herein, the Vessel is to present all designated cargo tanks and associated systems under breathable air, being water free, dry and free of residues ready for visual inspection to the satisfaction of either:

(i) the Charterer's inspector at the Owner's designated nitrogen purging station, or:

(ii) the Vessel's master.

If applicable under (ii), the Vessel's master is to issue a corresponding certificate of satisfactory cargo tank visual inspection, showing tanks as being clean, dry and odor free, to present to the Charterer's nominated independent inspector upon arrival at the load port.

Upon conclusion of the satisfactory visual inspection, the Vessel is to purge all designated cargo tanks and associated systems with nitrogen to conform to paragraph 1 herein.

If applicable all time and costs at the shore nitrogen purging station, including shifting time, cost of moving to/from the shore nitrogen purging station to the ethylene load port/berth are to be for the Owner's account.

At the load port the Charterer is to provide a quantity of ethylene in accordance with the master's requirement to the relevant terminal for loading on the Vessel for gassing up/cooling down/conditioning all the Vessel's designated cargo tanks and associated systems.

Thereafter the Vessel is to proceed to the anchorage or to the open sea as necessary to complete the gassing up/cooling down/conditioning operation.

The cost of the gassing up parcel is to be for the Charterer's account but all the other costs of the purging/gassing up/cooling down/conditioning operation, including all costs associated with loading the gassing up parcel, are to be for the Owner's account.

The time spent waiting for the supply of the gassing up parcel to the Vessel and the time spent loading the gassing up parcel is to count as used laytime.

Shifting time between the load berth and the anchorage or the open sea and vice versa is not to count as used laytime and all costs associated with such shifting are to be for the Owner's account.

The time used gassing up/cooling down/conditioning is not to count as used laytime. The Vessel is considered to be gassed up/cooled down/conditioned when all designated cargo tanks and associated systems are under ethylene atmosphere and the compressors are running efficiently and forming condensate on a sustainable basis, and the temperature of the cargo tank bottoms is not warmer than minus 80 degrees C. For laytime/demurrage calculation purposes time starts to count upon completion of conditioning operations at the anchorage or at sea.

Any ethylene lost in excess of (*to be agreed*) mts during gassing up/cooling down/conditioning operations is to be paid for by the Owner to the Charterer at the Charterer's documented acquisition cost.

Product remaining on board after completion of gassing up/cooling down/conditioning operations is to be incorporated in the bill of lading figures.

Upon completion of the gassing up/cooling down/conditioning operations and prior to the commencement of loading the cargo specified herein, the Charterer is to instruct an independent inspector to take a first foot sample from all of the Vessel's designated cargo tanks, and to analyze the same to ensure that the cargo loaded on board is within the suppliers' guaranteed specifications.

In the event that the test results of this first foot analysis show that the cargo loaded on board is not within the suppliers' guaranteed specifications, then the Owner will be responsible to remedy the situation at their cost and time.

This provision does not relieve the Owner of its Charter Party obligations and responsibilities in respect of the presentation of the Vessel's tanks and associated systems, and is without prejudice to the Charterer's other rights and remedies available to them under the terms of this Charter Party.

The Charterer warrants that the ethylene gassing up parcel supplied to the Vessel will be within the suppliers' ethylene specification normally supplied at the relevant load port/terminal.

1.1.3. Vessel to open tanks to breathable air for visual inspection before purging with shore or Vessel supplied nitrogen and gassing up/cooling down with ethylene supplied from Vessel's deck tank

From last cargo: Polymer Grade Propylene (*), Chemical Grade Propylene, Refinery Grade Propylene, Butadiene, Crude C4, Butene-1 Raffinate, Propane, Butane, LPG mix.

(*) See alternative presentation clause (1.1.5.) below.

To next cargo: Ethylene

Upon tendering notice of readiness the Vessel is to present all designated cargo tanks and associated systems under ethylene atmosphere, cooled down and ready to commence loading refrigerated ethylene with temperatures in cargo tank bottoms not to be warmer than minus 80 degrees C.

However, prior to presenting the Vessel's designated cargo tanks and associated systems at the load port in accordance with paragraph 1 herein, the Vessel is to present all designated cargo tanks and associated systems under breathable air, being water free, dry and free of residues ready for visual inspection to the satisfaction of either:

- (i) the Charterer's inspector at the Owner's designated nitrogen purging station, or:
- (ii) the Vessel's master.

If applicable under (ii), the Vessel's master is to issue a corresponding certificate of satisfactory cargo tank visual inspection, showing tanks as being clean, dry and odor free, to present to the Charterer's nominated independent inspector upon arrival at the load port.

Upon conclusion of the satisfactory visual inspection, the Vessel is to purge all designated cargo tanks and associated systems with either shore supplied or Vessel's own generated nitrogen to place them under nitrogen atmosphere with maximum 0.2 pct oxygen content by volume and with a dew point of not warmer than minus 45 degrees C.

If applicable all time and costs at the shore nitrogen purging station, including shifting time, cost of moving to/from the shore nitrogen purging station to the ethylene load port/berth are to be for the Owner's account.

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Thereafter the Vessel is to condition all the Vessel's tanks and associated systems with ethylene from the Vessel's deck tank to conform to paragraph 1 herein. Owners confirm that the ethylene in the Vessel's deck tank conforms to the Charterer's suppliers' specifications, and in the event that it fails to do so the Owner will be responsible to remedy the situation at their cost and time.

Prior to the commencement of loading the cargo specified herein, the Charterer is to instruct an independent inspector to take a first foot sample from all of the Vessel's designated cargo tanks, and to analyze the same to ensure that the cargo loaded on board is within the suppliers' guaranteed specifications.

In the event that the test results of this first foot analysis show that the cargo loaded on board is not within the suppliers' guaranteed specifications, then the Owner will be responsible to remedy the situation at their cost and time.

If on arrival at the load port there is insufficient liquid in the Vessel's designated cargo tanks to allow the Charterer's independent inspector to take a liquid sample, then the Vessel is to commence ethylene loading operations until sufficient liquid has been loaded to allow a liquid sample to be taken, and analysed to ensure that the ethylene on board the Vessel conforms to the Charterer's suppliers' specifications.

In the event that the test results of this first foot analysis show that the cargo loaded on board is not within the suppliers' guaranteed specifications, then the Owner will be responsible to remedy the situation at their cost and time.

This provision does not relieve the Owner of its Charter Party obligations and responsibilities in respect of the presentation of the Vessel's tanks and associated systems, and is without prejudice to the Charterer's other rights and remedies available to them under the terms of this Charter Party.

The Charterer warrants that the ethylene gassing up parcel supplied to the Vessel will be within the suppliers' ethylene specification normally supplied at the relevant load port/terminal.

1.1.4. Vessel to purge tanks with shore or Vessel supplied nitrogen without opening tanks for visual inspection and before gassing up/cooling down with ethylene supplied from the shore

From last cargo: Polymer Grade Propylene (*)

(*) See alternative presentation clause (1.1.2.) above.

To next cargo: Ethylene

Upon tendering notice of readiness Vessel is to present all designated cargo tanks and associated systems at load port under either shore-supplied or Vessel's own generated nitrogen atmosphere with maximum 0.2 pct oxygen content by volume, maximum 1,000 ppm

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of last cargo polymer grade propylene by volume in the vapour phase and with a dew point of not warmer than minus 45 degrees C. The Owner confirms that the Vessel is equipped with a PSA nitrogen generator producing nitrogen from air only.

If applicable all time and costs at the shore nitrogen purging station, including shifting time, cost of moving to/from the shore nitrogen purging station to the ethylene load port/berth are to be for the Owner's account.

At the ethylene load port the Charterer is to provide a quantity of ethylene in accordance with the master's requirement to the relevant terminal for loading on the Vessel for gassing up/cooling down/conditioning all the Vessel's designated cargo tanks and associated systems.

Thereafter the Vessel is to proceed to the anchorage or to the open sea as necessary to complete the gassing up/cooling down/conditioning operation.

The cost of the gassing up parcel is to be for the Charterer's account but all the other costs of the purging/gassing up/cooling down/conditioning operation, including all costs associated with loading the gassing up parcel, are to be for the Owner's account.

The time spent waiting for the supply of the gassing up parcel to the Vessel and the time spent loading the gassing up parcel is to count as used laytime.

Shifting time between the load berth and the anchorage or the open sea and vice versa is not to count as used laytime and all costs associated with such shifting are to be for the Owner's account.

The time used gassing up/cooling down/conditioning is not to count as used laytime. The Vessel is considered to be gassed up/cooled down/conditioned when all designated cargo tanks and associated systems are under ethylene atmosphere and the compressors are running efficiently and forming condensate on a sustainable basis, and the temperature of the cargo tank bottoms is not warmer than minus 80 degrees C. For laytime/demurrage calculation purposes time starts to count upon completion of conditioning operations at the anchorage or at sea.

Any ethylene lost in excess of *(to be agreed)* mts during gassing up/cooling down/conditioning operations is to be paid for by the Owner to the Charterer at the Charterer's documented acquisition cost.

Product remaining on board after completion of gassing up/cooling down/conditioning operations is to be incorporated in the bill of lading figures.

Upon completion of the gassing up/cooling down/conditioning operations and prior to the commencement of loading the cargo specified herein, the Charterer is to instruct an independent inspector to take a first foot sample from all of the Vessel's designated cargo tanks, and to analyze the same to ensure that the cargo loaded on board is within the supplier's guaranteed specifications.

In the event that the test results of this first foot analysis show that the cargo loaded on board is not within the suppliers' guaranteed specifications, then the Owner will be responsible to remedy the situation at their cost and time.

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This provision does not relieve the Owner of its Charter Party obligations and responsibilities in respect of the presentation of the Vessel's tanks and associated systems, and is without prejudice to the Charterer's other rights and remedies available to them under the terms of this Charter Party.

The Charterer warrants that the ethylene gassing up parcel supplied to the Vessel will be within the suppliers' ethylene specification normally supplied at the relevant load port/terminal.

1.1.5. Vessel to purge tanks with shore or Vessel supplied nitrogen without opening tanks for visual inspection and before gassing up with ethylene supplied from the Vessel's deck tank

From last cargo: Polymer Grade Propylene (*)

(*) See alternative presentation clause (1.1.3.) above.

To next cargo: Ethylene

Upon tendering notice of readiness the Vessel is to present all designated cargo tanks and associated systems under ethylene atmosphere, cooled down and ready to commence loading refrigerated ethylene with temperatures in cargo tank bottoms not to be warmer than minus 80 degrees C.

However, prior to presenting the Vessel's designated cargo tanks and associated systems at the load port in accordance with paragraph 1 herein the Vessel is to purge all designated cargo tanks and associated systems with either shore-supplied or Vessel's own generated nitrogen atmosphere with maximum 0.2 pct oxygen content by volume, maximum 1,000 ppm of last cargo polymer grade propylene by volume in the vapour phase and with a dew point of not warmer than minus 45 degrees C. The Owner confirms that the Vessel is equipped with a PSA nitrogen generator producing nitrogen from air only.

If applicable all time and costs at the shore nitrogen purging station, including shifting time, cost of moving to/from the shore nitrogen purging station to the ethylene load port/berth are to be for the Owner's account.

Thereafter the Vessel is to condition all the Vessel's tanks and associated systems with ethylene from the Vessel's deck tank to conform to paragraph 1 herein. Owners confirm that the ethylene in the Vessel's deck tank conforms to the Charterer's suppliers' specifications, and in the event that it fails to do so the Owner will be responsible to remedy the situation at their cost and time.

Prior to the commencement of loading the cargo specified herein, the Charterer is to instruct an independent inspector to take a first foot sample from all of the Vessel's designated cargo tanks, and to analyze the same to ensure that the cargo loaded on board is within the supplier's guaranteed specifications.

In the event that the test results of this first foot analysis show that the cargo loaded on board is not within the suppliers' guaranteed specifications, then the Owner will be responsible to remedy the situation at their cost and time.

If on arrival at the loadport there is insufficient liquid in the Vessel's designated cargo tanks to allow the Charterer's independent inspector to take a liquid sample, then the Vessel is to commence ethylene loading operations until sufficient liquid has been loaded to allow a liquid sample to be taken, and analysed to ensure that the ethylene on board the Vessel conforms to the Charterer's suppliers' specifications.

In the event that the test results of this first foot analysis show that the cargo loaded on board is not within the suppliers' guaranteed specifications, then the Owner will be responsible to remedy the situation at their cost and time.

This provision does not relieve the Owner of its Charter Party obligations and responsibilities in respect of the presentation of the Vessel's tanks and associated systems, and is without prejudice to the Charterer's other rights and remedies available to them under the terms of this Charter Party.

The Charterer warrants that the ethylene gassing up parcel supplied to the Vessel will be within the suppliers' ethylene specification normally supplied at the relevant load port/terminal.

1.2. Propylene Presentation Clauses

1.2.1. Vessel to load refrigerated polymer grade on top of last cargo polymer grade propylene

From last cargo: Polymer Grade Propylene

To next cargo: Polymer Grade Propylene

Upon tendering notice of readiness the Vessel is to present all designated cargo tanks and associated systems under last cargo polymer grade propylene atmosphere cooled down and ready to load *refrigerated* polymer grade propylene with temperatures in cargo tank bottoms not to be warmer than minus 20 degrees C.

1.2.2. Vessel to load chilled or ambient polymer grade on top of last cargo polymer grade propylene

Upon tendering notice of readiness the Vessel is to present all designated cargo tanks and associated systems under last cargo polymer grade propylene atmosphere ready to load *chilled/ambient* polymer grade propylene.

1.2.3. Vessel to open tanks to breathable air for visual inspection before purging with shore or Vessel supplied nitrogen and gassing up/cooling down with polymer grade propylene supplied from shore

From last cargo: Ethylene (*), Chemical Grade Propylene, Refinery Grade Propylene, Butadiene, Crude C4, Butene-1 Raffinate, Propane, Butane, LPG mix.

(*) See alternative presentation clause (1.2.5.) below.

To next cargo: Refrigerated Polymer Grade Propylene

Upon tendering notice of readiness the Vessel is to present all designated cargo tanks and associated systems at load port under either (i) shore-supplied or (ii) Vessel's own generated nitrogen atmosphere with maximum 0.2 pct oxygen content by volume and with a dew point of not warmer than minus 25 degrees C. The Owner confirms that the Vessel is equipped with a PSA nitrogen generator producing nitrogen from air only.

However, prior to presenting the Vessel's designated cargo tanks and associated systems at the load port in accordance with paragraph 1 herein, the Vessel is to present all designated cargo tanks and associated systems under breathable air, being water free, dry and free of residues ready for visual inspection to the satisfaction of either:

(i) the Charterer's inspector at the Owner's designated nitrogen purging station, or:

(ii) the Vessel's master.

If applicable under (ii), the Vessel's master is to issue a corresponding certificate of satisfactory cargo tank visual inspection showing tanks as being clean, dry and odor free, to present to the Charterer's nominated independent inspector upon arrival at the load port.

Upon conclusion of the satisfactory visual inspection, the Vessel is to purge all designated cargo tanks and associated systems with nitrogen to conform to paragraph 1 herein.

If applicable all time and costs at the shore nitrogen purging station, including shifting time, cost of moving to/from the shore nitrogen purging station to the propylene load port/berth are to be for the Owner's account.

At the load port the Charterer are to provide a quantity of polymer grade propylene in accordance with the master's requirement to the relevant terminal for loading on the Vessel for gassing up/cooling down/conditioning all the Vessel's designated cargo tanks and associated systems.

Thereafter the Vessel is to proceed to the anchorage or to the open sea as necessary to complete the gassing up/cooling down/conditioning operation.

The cost of the gassing up parcel is to be for the Charterer's account but all the other costs of the purging/gassing up/cooling down/conditioning operation, including all costs associated with loading the gassing up parcel, are to be for the Owner's account.

The time spent waiting for the supply of the gassing up parcel to the Vessel and the time spent loading the gassing up parcel is to count as used laytime.

Shifting time between the load berth and the anchorage or the open sea and vice versa is not to count as used laytime and all costs associated with such shifting are to be for the Owner's account.

The time used gassing up/cooling down/conditioning is not to count as used laytime. The Vessel is considered to be gassed up/cooled down/conditioned when all designated cargo tanks and associated systems are under propylene atmosphere and the compressors are running efficiently and forming condensate on a sustainable basis, and the temperature of the cargo tank bottoms is not warmer than minus 20 degrees C. For laytime/demurrage calculation purposes time starts to count upon completion of conditioning operations at the anchorage or at sea.

Any polymer grade propylene lost in excess of *(to be agreed)* mts during gassing up/cooling down/conditioning operations is to be paid for by the Owner to the Charterer at the Charterer's documented acquisition cost.

Product remaining on board after completion of gassing up/cooling down/conditioning operations is to be incorporated in the bill of lading figures.

Upon completion of the gassing up/cooling down/conditioning operations and prior to the commencement of loading the cargo specified herein, the Charterer is to instruct an independent inspector to take a first foot sample from all of the Vessel's designated cargo tanks, and to analyze the same to ensure that the cargo loaded on board is within the supplier's guaranteed specifications.

In the event that the test results of this first foot analysis show that the cargo loaded on board is not within the suppliers' guaranteed specifications, then the Owner will be responsible to remedy the situation at their cost and time.

This provision does not relieve the Owner of its Charter Party obligations and responsibilities in respect of the presentation of the Vessel's tanks and associated systems, and is without prejudice to the Charterer's other rights and remedies available to them under the terms of this Charter Party.

The Charterer warrants that the polymer grade propylene gassing up parcel supplied to the Vessel will be within the suppliers' polymer grade propylene specification normally supplied at the relevant load port/terminal.

1.2.4. Vessel to open tanks to breathable air for visual inspection before purging with shore or Vessel supplied nitrogen and gassing up/cooling down with propylene supplied from Vessel's deck tank

From last cargo: Ethylene (*), Chemical Grade Propylene, Refinery Grade Propylene, Butadiene, Crude C4, Butene-1 Raffinate, Propane, Butane, LPG mix.

(*) See alternative presentation clause (1.2.6.) below.

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To next cargo: Refrigerated Polymer Grade Propylene

Upon tendering notice of readiness Vessel is to present all designated cargo tanks and associated systems at load port under polymer grade propylene atmosphere, cooled down and ready to commence loading refrigerated propylene with cargo tank bottoms not to be warmer than minus 20 deg C.

However, prior to presenting the Vessel's designated cargo tanks and associated systems at the load port in accordance with paragraph 1 herein, the Vessel is to present all designated cargo tanks and associated systems under breathable air, being water free, dry and free of residues ready for visual inspection to the satisfaction of either:

- (i) the Charterer's inspector at the Owner's designated nitrogen purging station, or:
- (ii) the Vessel's master.

If applicable under (ii), the Vessel's master is to issue a corresponding certificate of satisfactory cargo tank visual inspection showing tanks as being clean, dry and odor free, to present to the Charterer's nominated independent inspector upon arrival at the load port.

Upon conclusion of the satisfactory visual inspection, the Vessel is to purge all designated cargo tanks and associated systems with either shore supplied or Vessel's own generated nitrogen to place them under nitrogen atmosphere with maximum 0.2 pct oxygen content by volume and with a dew point of not warmer than minus 25 degrees C. The Owner confirms that the Vessel is equipped with a PSA nitrogen generator producing nitrogen from air only.

If applicable all time and costs at the shore nitrogen purging station, including shifting time, cost of moving to/from the shore nitrogen purging station to the propylene load port/berth are to be for the Owner's account.

Thereafter the Vessel is to condition all the Vessel's tanks and associated systems with polymer grade propylene from the Vessel's deck tank to conform to paragraph 1 herein. The Owner confirms that the polymer grade propylene in the Vessel's deck tank conforms to the Charterer's suppliers' specifications, and in the event that it fails to do so the Owner will be responsible to remedy the situation at their cost and time.

Prior to the commencement of loading the cargo specified herein, the Charterer is to instruct an independent inspector to take a first foot sample from all of the Vessel's designated cargo tanks, and to analyze the same to ensure that the cargo loaded on board is within the supplier's guaranteed specifications.

In the event that the test results of this first foot analysis show that the cargo loaded on board is not within the suppliers' guaranteed specifications, then the Owner will be responsible to remedy the situation at their cost and time.

If on arrival at the load port there is insufficient liquid in the Vessel's designated cargo tanks to allow Charterer's independent inspector to take a liquid sample, then the Vessel is to commence propylene loading operations until sufficient liquid has been loaded to allow a

liquid sample to be taken, and analysed to ensure that the propylene on board the Vessel conforms to the Charterer's suppliers' specifications.

In the event that the test results of this first foot analysis show that the cargo loaded on board is not within the suppliers' guaranteed specifications, then the Owner will be responsible to remedy the situation at their cost and time.

This provision does not relieve the Owner of its Charter Party obligations and responsibilities in respect of the presentation of the Vessel's tanks and associated systems, and is without prejudice to the Charterer's other rights and remedies available to them under the terms of this Charter Party.

The Charterer warrants that the polymer grade propylene gassing up parcel supplied to the Vessel will be within the suppliers' polymer grade propylene specification normally supplied at the relevant load port/terminal.

1.2.5. Vessel to purge tanks with shore or Vessel supplied nitrogen without opening tanks for visual inspection and before gassing up/cooling down with polymer grade propylene supplied from the shore

From last cargo: Ethylene (*),

(* See alternative presentation clause (1.2.3.) above.

To next cargo: Refrigerated Polymer Grade Propylene

Upon tendering notice of readiness Vessel is to present all designated cargo tanks and associated systems at load port under either (i) shore-supplied (ii) or Vessel's own generated nitrogen atmosphere with maximum 0.2 pct oxygen content by volume, maximum 3,000 ppm of last cargo ethylene by volume in the vapour phase and with a dew point of not warmer than minus 25 degrees C. The Owner confirms that the Vessel is equipped with a PSA nitrogen generator producing nitrogen from air only.

If applicable all time and costs at the shore nitrogen purging station, including shifting time, cost of moving to/from the shore nitrogen purging station to the propylene load port/berth are to be for the Owner's account.

At the load port the Charterer is to provide a quantity of polymer grade propylene in accordance with the master's requirement to the relevant terminal for loading on the Vessel for gassing up/cooling down/conditioning all the Vessel's designated cargo tanks and associated systems.

Thereafter the Vessel is to proceed to the anchorage or to the open sea as necessary to complete the gassing up/cooling down/conditioning operation.

The cost of the gassing up parcel is to be for the Charterer's account but all the other costs of the purging/gassing up/cooling down/conditioning operation, including all costs associated with loading the gassing up parcel, are to be for the Owner's account.

The time spent waiting for the supply of the gassing up parcel to the Vessel and the time spent loading the gassing up parcel is to count as used laytime.

Shifting time between the load berth and the anchorage or the open sea and vice versa is not to count as used laytime and all costs associated with such shifting are to be for the Owner's account.

The time used gassing up/cooling down/conditioning is not to count as used laytime. The Vessel is considered to be gassed up/cooled down/conditioned when all designated cargo tanks and associated systems are under propylene atmosphere and the compressors are running efficiently and forming condensate on a sustainable basis, and the temperature of the cargo tank bottoms is not warmer than minus 20 degrees C. For laytime/demurrage calculation purposes time starts to count upon completion of conditioning operations at the anchorage or at sea.

Any polymer grade propylene lost in excess of *(to be agreed)* mts during gassing up/cooling down/conditioning operations is to be paid for by the Owner to the Charterer at the Charterer's documented acquisition cost.

Product remaining on board after completion of gassing up/cooling down/conditioning operations is to be incorporated in the bill of lading figures.

Upon completion of the gassing up/cooling down/conditioning operations and prior to the commencement of loading the cargo specified herein, the Charterer is to instruct an independent inspector to take a first foot sample from all of the Vessel's designated cargo tanks, and to analyze the same to ensure that the cargo loaded on board is within the suppliers' guaranteed specifications.

In the event that the test results of this first foot analysis show that the cargo loaded on board is not within the suppliers' guaranteed specifications, then the Owner will be responsible to remedy the situation at their cost and time.

This provision does not relieve the Owner of its Charter Party obligations and responsibilities in respect of the presentation of the Vessel's tanks and associated systems, and is without prejudice to the Charterer's other rights and remedies available to them under the terms of this Charter Party.

The Charterer warrants that the polymer grade propylene gassing up parcel supplied to the Vessel will be within the suppliers' polymer grade propylene specification normally supplied at the relevant load port/terminal.

1.2.6. Vessel to purge tanks with shore or Vessel supplied nitrogen without opening tanks for visual inspection and before gassing up/cooling down with polymer grade propylene supplied from the Vessel's deck tank

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From last cargo: Ethylene (*),
(*) See alternative presentation clause (1.2.4.) above.

To next cargo: Refrigerated Polymer Grade Propylene

Upon tendering notice of readiness Vessel is to present all designated cargo tanks and associated systems at load port under polymer grade propylene atmosphere, cooled down with cargo tank bottoms not to be warmer than minus 20 deg C ready to commence loading fully refrigerated propylene.

However, prior to presenting the Vessel's designated cargo tanks and associated systems at the load port in accordance with paragraph 1 herein the Vessel is to purge all designated cargo tanks and associated systems with either (i) shore-supplied (ii) or Vessel's own generated nitrogen atmosphere with maximum 0.2 pct oxygen content by volume, maximum 3,000 ppm of last cargo ethylene in the vapour phase and with a dew point of not warmer than minus 25 degrees C. The Owner confirms that the Vessel is equipped with a PSA nitrogen generator producing nitrogen from air only.

If applicable all time and costs at the shore nitrogen purging station, including shifting time, cost of moving to/from the shore nitrogen purging station to the propylene load port/berth are to be for the Owner's account.

Thereafter the Vessel is to condition all the Vessel's tanks and associated systems with polymer grade propylene from the Vessel's deck tank to conform to paragraph 1 herein. Owners confirm that the polymer grade propylene in the Vessel's deck tank conforms to the Charterers' suppliers' specifications, and in the event that it fails to do so the Owner will be responsible to remedy the situation at their cost and time.

Prior to the commencement of loading the cargo specified herein, the Charterer is to instruct an independent inspector to take a first foot sample from all of the Vessel's designated cargo tanks, and to analyze the same to ensure that the cargo loaded on board is within the supplier's guaranteed specifications.

In the event that the test results of this first foot analysis show that the cargo loaded on board is not within the suppliers' guaranteed specifications, then the Owner will be responsible to remedy the situation at their cost and time.

If on arrival at the load port there is insufficient liquid in the Vessel's designated cargo tanks to allow the Charterer's independent inspector to take a liquid sample, then the Vessel is to commence propylene loading operations until sufficient liquid has been loaded to allow a liquid sample to be taken, and analysed to ensure that the ethylene on board the Vessel conforms to the Charterer's suppliers' specifications.

In the event that the test results of this first foot analysis show that the cargo loaded on board is not within the suppliers' guaranteed specifications, then the Owner will be responsible to remedy the situation at their cost and time.

This provision does not relieve the Owner of its Charter Party obligations and responsibilities in respect of the presentation of the Vessel's tanks and associated systems, and is without prejudice to the Charterer's other rights and remedies available to them under the terms of this Charter Party.

The Charterer warrants that the polymer grade propylene gassing up parcel supplied to the Vessel will be within the suppliers' polymer grade propylene specification normally supplied at the relevant load port/terminal.

1.3. Butadiene Presentation Clauses

1.3.1. Vessel to load butadiene on top of last cargo butadiene

From last cargo: Butadiene

To next cargo: Butadiene

Upon tendering notice of readiness Vessel is to present all designated cargo tanks and associated systems liquid free under last cargo butadiene atmosphere, ready to load properly inhibited butadiene with maximum 0.2 bar gauge pressure.

1.3.2. Vessel to purge tanks with shore supplied or Vessel's own generated nitrogen, without opening tanks for visual inspection before loading butadiene

From last cargo: Ethylene, Polymer Grade Propylene, Chemical Grade Propylene, Refinery Grade Propylene, Crude C4, Butene-1 Raffinate, Propane, Butane, LPG mix . (*)

(*) See alternative presentation clause (1.3.3.) below.

To next cargo: Butadiene

(a) For first or sole load port

Upon tendering notice of readiness the Vessel is to present all designated cargo tanks and associated systems under either shore-supplied or Vessel's own generated nitrogen atmosphere with max 0.2 pct oxygen content by volume with a dew point of not warmer than minus 25 degrees C and either:

(i) maximum 5 percent last cargo content by volume in the vapour phase if last cargo is ethylene or propylene or butene-1 or crude C4 or raffinate or propane,

or:

(ii) maximum 2 percent last cargo content by volume in the vapour phase if last cargo butane or propane/butane mix.

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The Owner confirms that the Vessel is equipped with a PSA nitrogen generator producing nitrogen from air only.

At the load port the Charterer is to provide a quantity of butadiene in accordance with the master's requirement to the relevant terminal for loading on the Vessel for gassing up/cooling down/conditioning all Vessel's designated cargo tanks and associated systems.

Thereafter the Vessel is to proceed to the anchorage or to the open sea as necessary to complete the gassing up/cooling down/conditioning operation.

The cost of the gassing up parcel is to be for the Charterer's account but all the other costs of the purging/gassing up/cooling down/conditioning operation, including all costs associated with loading the gassing up parcel, are to be for the Owner's account.

The time spent waiting for the supply of the gassing up parcel to the Vessel and the time spent loading the gassing up parcel is to count as used laytime.

Shifting time between the load berth and the anchorage or the open sea and vice versa is not to count as used laytime and all costs associated with such shifting are to be for the Owner's account.

The time used gassing up/cooling down/conditioning is not to count as used laytime. The Vessel is considered to be gassed up/cooled down/conditioned when all designated cargo tanks and associated systems are under butadiene atmosphere and the compressors are running efficiently and forming condensate on a sustainable basis. For laytime/demurrage calculation purposes time starts to count upon completion of conditioning operations at the anchorage or at sea.

Any butadiene lost in excess of *(to be agreed)* mts during gassing up/cooling down/conditioning operations is to be paid for by the Owner to the Charterer at charterer's acquisition cost.

Product remaining on board after completion of gassing up/cooling down/conditioning operations is to be incorporated in the bill of lading figures.

Upon completion of the gassing up/cooling down/conditioning operation and prior to the commencement of loading the cargo specified herein, the Charterer is to instruct an independent inspector to take a first foot sample from all of the Vessel's designated cargo tanks, and to analyze the same to ensure that the cargo loaded on board is within the suppliers' guaranteed specifications.

In the event that the test results of this first foot analysis show that the cargo loaded on board is not within the suppliers' guaranteed specifications, then the Owner will be responsible to remedy the situation at their cost and time.

In the event that the test results of this first foot analysis show that the cargo loaded on board is not within the suppliers' guaranteed specifications, then the Owner will be responsible to remedy the situation at their cost and time.

This provision does not relieve the Owner of its Charter Party obligations and responsibilities in respect of the presentation of the Vessel's tanks and associated systems, and is without
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prejudice to the Charterer's other rights and remedies available to them under the terms of this Charter Party.

The Charterer warrants that the butadiene gassing up parcel supplied to the Vessel will be within the suppliers' polymer grade propylene specification normally supplied at the relevant load port/terminal.

(b) For a second load port if applicable:

The Vessel is to present all designated cargo tanks and associated systems liquid free under butadiene atmosphere, ready to load properly inhibited butadiene with maximum 0.2 bar gauge pressure.

1.3.3. Vessel to purge tanks with shore supplied or Vessel's own generated nitrogen, without opening tanks for visual inspection before loading butadiene

From last cargo: Ethylene, Polymer Grade Propylene, Chemical Grade Propylene, Refinery Grade Propylene, Crude C4, Butene-1 Raffinate, Propane, Butane, LPG mix. (*)

(*) See alternative presentation clause (1.3.2.) above

To next cargo: Butadiene

Upon tendering notice of readiness the Vessel is to present all designated cargo tanks and associated systems under either shore-supplied or ships own generated nitrogen atmosphere with max 0.2 pct oxygen content by volume with a dew point of not warmer than minus 25 degrees C and either:

(i) maximum 5 percent last cargo content by volume in the vapour phase if last cargo is ethylene or propylene or propane,

or:

(ii) maximum 2 percent last cargo content by volume in the vapour phase if last cargo butane or propane/butane mix.

The Owner confirms that the Vessel is equipped with a PSA nitrogen generator producing nitrogen from air only.

At the load port the Charterer is to provide a minimum quantity of *(to be agreed)* up to a full cargo of butadiene for loading on the Vessel.

The Vessel will not request the use of a shore vapour return line, and during loading of the agreed quantity of butadiene the nitrogen present in the designated cargo tanks will be retained on board without the release of nitrogen to the atmosphere.

After departing from the load port and while on passage to the discharge port the Vessel shall release the excess nitrogen. Cargo loss up to *(to be agreed)* mts during the venting of nitrogen vapours shall be for the Charterer's account. Any butadiene lost in excess of *(to be agreed)* mts during the venting of nitrogen vapours shall be paid for by the Owner to the Charterer at the Charterer's documented CFR/CIF sale price.

1.4. Use of a vapour return line in connection with gassing up/cooling down/conditioning with product supplied from the shore

Should a vapour return line be available at the load berth it shall be free of use to the Vessel/ Owners. In such case, upon loading the gassing up parcel the vessel will not proceed to the anchorage but will complete the gassing up operation alongside.

However, if upon completion of the gassing up operation additional cooling down/conditioning of the cargo tanks is required, it is in the discretion of the terminal authorities to either allow such cooling down/conditioning to be performed alongside, or to at any time require the vessel to shift to the anchorage or the open sea.

In such case shifting time between the load berth and the anchorage or the open sea and vice versa is not to count as used laytime and all costs associated with such shifting are to be for the Owner's account.

All time used gassing up/cooling down/conditioning, whether alongside or at anchorage/open sea is not to count as used laytime.

The Vessel is considered to be gassed up/cooled down/conditioned when all designated cargo tanks and associated systems are under the relevant atmosphere as per the above clauses and the compressors are running efficiently and forming condensate on a sustainable basis, and the temperature of the cargo tank bottoms is in accordance with the relevant criteria stated in the above clauses.

For laytime/demurrage calculation purposes time starts to count upon completion of conditioning operations either alongside or at the anchorage or at sea.

2. Other Clauses

2.1. LPG Warm Cargo Clause

- (a) The Charterer shall provide cargo at the Load Temperature set out in Part I, E. If the Load Temperature is described as “fully refrigerated” this shall mean -42°C for Propane, -0.5°C for N-Butane and -12°C for Iso-Butane.
- (b) Should the cargo not be tendered for loading in accordance with subclause (a), and if due to either the Charterer’s or the terminal’s orders or the Master’s requirements regarding the safety of the Vessel, adjustment of the cargo temperature is required, then any costs incurred due to adjusting the temperature of the cargo and/or reducing the tank pressure shall be for the Charterer’s account.
- (c) All time used for adjusting the cargo temperature and/or reducing the tank pressure shall count as laytime or time on demurrage.
- (d) Additional bunkers consumed for adjusting the cargo temperature and/or reducing the tank pressure shall be paid for by the Charterer at replacement cost, as per Master’s written statement and supporting vouchers.

2.2. Ethane Clause

The Charterer warrants that all cargoes loaded on board the Vessel shall have an ethane content lower than 2.5% by volume.

2.3. Additional Cooling and/or Reduction of the Tank Pressure

If the Charterer or the Terminal requires additional cooling of any part of the Cargo and/or reduction of the tank pressure, then any costs incurred shall be for the Charterer’s account.

2.4. Cargo Re-heater/heating Clause

The Vessel shall have a working cargo re-heater which shall be available to the Charterer at no additional cost. In case the seawater temperature at the discharge port is below the operating temperature limit of the re-heater, then the Charterer shall be responsible for all time and costs incurred by the Vessel as a consequence.

2.5. LPG as Fuel Clause

- (a) Unless otherwise agreed, on the later of: (i) the date of fixing of this charter; and (ii) 14 days prior to the commencement of the laycan under this charter, Owners shall provide an indication of the quantity of commercial grade LPG to be supplied to Owners by Charterers as fuel (the “LPG Fuel Quantity”) at the nominated load port under this charter. Charterers shall advise Owners of the price on which they have contractually agreed to purchase the cargo (the “LPG Price”) and, if Owners wish to purchase the LPG Fuel Quantity, Owners shall pay Charterers for the LPG Fuel Quantity at the LPG Price. If the Charterers are unable to supply the LPG Fuel Quantity under their supply contact, and if Owners require, any additional LPG needed to meet the LPG Fuel Quantity shall be supplied at a mutually agreed price.

- (b) Notwithstanding anything to the contrary contained in this charter, Charterers shall procure that separate bills of lading shall be presented for the cargo loaded and any LPG to be used as fuel. One set of bills of lading shall be for the quantity of LPG loaded into the Vessel's fuel tanks and shall be consigned to the order of Owners. The second set of bills of lading shall be for the balance of the quantity of cargo loaded and shall be presented and/or signed in accordance with the other provisions of this charter (the "Cargo B/Ls"). Owners shall endeavour to avoid discharging cargo in excess of the quantity stated on the Cargo B/Ls.