[7	•		
1. Shipbroker		THE BALTIC AND INTERNATIONAL MARITIME O UNIFORM TIME CHARTER PARTY FOR VESSEL LIQUIFIED GAS CODE NAME: "GASTIME"		BIMCO	
		Place and Date of Charter			
Owners/Place of business		Charterers/Place of business			
5. Vessel's name	6. Vessel's flag	Speed in knots and bunker consumption per	er day (also state of bunker oil)		
8. Vessel's tank capacity (Cl. 4(a))		9. State of cargo tanks/installation (CI. 4(b) and 13(b)) On delivery			
10. State of Deck storage tanks (CI	. 4(b) and 13(b))	On re-delivery			
Whether available and at Charte State of tanks on delivery State of tanks on re-delivery	erers' disposal ("yes" or "no"))	11. State of Nitrogen storage tanks (Cl. 4(b) and Whether available and at Charterers' dispose State of tanks on delivery State of tanks on re-delivery)	
	~ (2)				
12. Vessel's pumping capacity (CI. number of pumps nominal capacity per hour manometric head	4(a))	13. Details of products to be carried (CI. 4(a)) a	and <u>6(a))</u>		
14. Period of hire (Cl. 1)		15. Maximum number of grades with natural se	egregation (<u>Cl. 2</u>	<u>5</u>)	
		16. Port or place of delivery (Cl. 2)			
17. Earliest time for delivery (Cl. 2)		18. Cancelling date (Cl. 3)			
19. Trading limits and exclusions (C	<u>:1. 5)</u>				
Charter hire (Cl. 10) (also state Per Lump sum for overtime and extra content in the conten	lump sum for overtime and extras) (Cl. 16) ras specified in Cl.16	21. Hire payment (state currency, mode and plate beneficiary and bank account) (Cl.10)	ace of payment;	also	
22. Port, place or range of re-delive	ry (<u>Cl. 12</u>)	23. Number of days' notice of port and place of	re-delivery (CI.	<u>12</u>)	
24. Bunkers on delivery (Cl. 9)		25. Bunkers on re-delivery (<u>Cl. 9</u>)			
26. General average to be settled in	n (only to be filled in if place other than London agreed) (<u>Cl. 34</u>)	27. Drydocking (state interval, min. notice & drydocking ranges) (Cl. 20)			
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continued)	PARTI
28. Compliance with regulations (Cl. 22(a), (b) & (d))	
Indicate whether sub-clause (c) agreed or not (state "yes" or "no")	29. Overhaul and maintenance (indicate no. of hours agreed) (Cl. 21)
30. Applicable law (if not filled in, English law shall apply) (Cl. 41)	31. Place of arbitration/arbitration court (if not filled in, arbitration in
	London shall apply) (Cl. 42)

33. Numbers of additional clauses covering special provisions, if agreed

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of Part I including additional clauses, if any agreed and stated in Box 33, and Part II including the specification as per the TECHNICAL GAS FORM referred to in Part II, Clause 4 (a). In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict but no further.

32. War (state name of countries) (Cl. 32(e))

Signature (Owners)	Signature (Charterers)
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PART II "GASTIME" Charter Party

1. Period

The Owners let, and the Charterers hire the Vessel for a period indicated in Box 14 from the time the Vessel is delivered and placed at the disposal of the Charterers.

2. Port of Delivery/Time of Delivery

The Vessel shall be delivered at such safe port or place as indicated in Box 16 in such available and accessible berth where she can safely lie always afloat, as the Charterers may direct.

The Charterers shall not be obliged to accept delivery of the Vessel before the time indicated in Box 17.

3. Cancelling

(a) If the Vessel is not delivered by midnight local time on the cancelling date specified in Box 18, the Charterers shall be entitled to cancel this Charter.

(b) If it clearly appears that despite the exercise of due diligence by the Owners, the Vessel will not be ready for delivery by the cancelling date indicated in Box 18, and provided the Owners are able to state with reasonable certainty the date on which the Vessel will be so ready, they may at the earliest 7 days before the Vessel is expected to sail for the port or place of delivery require the Charterers to declare whether or not they will cancel this Charter Party. Should the Charterers elect not to cancel or should they fail to reply within 7 days or by the cancelling date, whichever shall first occur, then the 7th day after the expected date of readiness for delivery as notified by the Owners shall replace the cancelling date indicated in Box 18. Should the Vessel be further delayed, the Owners shall be entitled to require further declarations of the Charterers in accordance with this Clause.

4. Condition of Vessel/Adjustment of Hire

- (a) The Owners shall before and at the date of delivery of the Vessel under this Charter exercise due diligence to make the Vessel
- (i) in every way fit to carry the products stated in Box 13; and
- (ii) tight, staunch, strong and in every way fit for the service, with her hull, machinery, boilers and cargo installation in good order and condition and with a full and efficient complement of Master, Officers and Crew for a Vessel of her type and tonnage.

The Owners warrant that at the date of delivery under this Charter the Vessel shall be of the description set out in Part I hereof and in the TECHNICAL GAS FORM annexed to this Charter, it being understood that any OPERATIONAL GUIDE handed over in order to facilitate the operation of the Vessel by the Charterers shall not be deemed to be part of or an addition to the TECHNICAL GAS FORM nor be held to be a warranty given by the Owners. Further, the Owners undertake that throughout the period of service under this Charter they will, whenever the passage of time, wear and tear or any other event (whether falling within Clause 30 hereof or not) requires steps to be taken to maintain the Vessel as described or to restore the Vessel to such condition, exercise due diligence to maintain or restore the Vessel as aforesaid.

Should the actual performance of the Vessel as to pumping, speed, bunker consumption or cargo capacity fail to comply with the description set out in Part I hereof, hire shall be equitably decreased so as to indemnify the Charterers to the extent of such failure, this Charter otherwise remaining unaffected.

In the event that the Vessel has in compliance with the Charterers' instructions lain at or off one or more ports or places for more than 30 days within any 60-day period, then the provisions of this Clause shall cease to apply in respect of speed and consumption until after the Vessel returns to service following its next drydocking.

(b) State of Cargo Installation on Delivery

On delivery of the Vessel, dargo tanks, pipes, pumps and compressors shall be under atmosphere of the last cargo carried unless otherwise stated in Box 9.

Deck storage tanks shall be as stated in Box 10.

Nitrogen storage tanks shall be as stated in Box 11.

5. Trade Limits

Notwithstanding the provisions of <u>Clause 17</u>, the Vessel shall be employed within the trading limits indicated in <u>Box 19</u>, between and at good and safe ports, places, berths, docks, anchorages and submarine pipe-lines, always safely afloat, in such lawful trades as the Charterers or their Agents may direct, subject to the limits of the current British Institute Warranties and any subsequent amendments thereof.

Transfer of cargo from and to the Vessel to and from another vessel made fast alongside shall be allowed, provided the Owners have been given reasonable notice in advance and have given their permission, which shall not be unreasonably withheld, but always subject to Master's discretion and only to the extent such operation is and remains safe. All extra assistance and equipment required for such transfer operation shall be provided by the Charterers at their expense. The Owners shall be entitled to insure any deductible under the Vessel's hull policy and the Charterers shall reimburse the Owners any additional premium(s) required by the Vessel's Underwriters and/or the cost of insuring any deductible under the Vessel's hull policy. The Charterers shall further indemnify the Owners for any costs, damage and liabilities resulting from such operation. The Vessel shall remain on hire for any time lost including periods for repairs as a result of such operation.

6. Employment

- (a) The Vessel shall be employed exclusively for the carriage of the products described in <u>Box 13</u>, always subject to the technical characteristics set out in the TECHNICAL GAS FORM annexed to this Charter.
- (b) No cargo injurious to the Vessel shall be shipped, nor shall any voyage be undertaken that would involve risk of seizure, capture or penalty imposed by any Rulers or Governments, and without prejudice to the foregoing any damage to the Vessel caused by the shipment of any such cargo as aforesaid shall be at the Charterers' risk and expense and the Vessel shall remain on hire for any time lost including periods for repairs as the result of the shipment of such cargo.

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(c) Subject always to the International Loadline Convention and to the technical characteristics set out in the TECHNICAL GAS FORM annexed to this Charter, and always provided that hull stresses are kept within acceptable limits in accordance with Classification Society's recommendations, the whole reach and burthen of the Vessel shall be at the Charterers' disposal, reserving only proper and sufficient space for the Vessel's Master, Officers and Crew, tackle, apparel, furniture, equipment, provisions and stores.

7. Owners to Provide

The Owners shall provide and pay for all provisions, wages and all other expenses of the Master, Officers and Crew; also, except as otherwise provided in this Charter, for all insurance on the Vessel, for all deck, cabin and engineroom stores, for all domestic water and for all fumigation expenses and de-ratisation exemption certificates. The Owners' obligations under this Clause extend to cover all liability for customs or import duties arising at any time during the performance of this Charter in relation to the personal effects of the Master, Officers and Crew, and in relation to the stores, provisions and other matters as aforesaid which the Owners are to provide and/or pay for and the Owners shall refund to the Charterers any sums they or their Agents may have paid or been compelled to pay in respect of such liability.

8. Charterers to Provide

Whilst the Vessel is on hire, the Charterers shall provide and pay for all fuel (including for galley and heating and production of inerting medium), port charges (including any charges retroactively imposed), light dues, dock dues, canal and channel tolls, pilotage, towage and other tug services, consular fees (except those pertaining to the Master, Officers and Crew), agency fees, commissions, expenses of loading and discharging cargoes, and all other charges whatsoever except those stated as being payable by the Owners. All taxes and dues on the Vessel and/or cargo and on charter hire and freights arising out of cargoes carried or ports visited under this Charter shall be for the Charterers' account.

The Vessel's husbandry is to be arranged by the Charterers' agents free of agency fee. The Owners shall however always pay all expenses and extras incurred for their account.

Unless otherwise stipulated in this Charter, the Charterers shall also provide and pay for:

- (a) all nitrogen or other inerting medium required for the purpose of changing grade or inerting tanks and/or void spaces unless such supply is required as a result of breakdown or deficiency of Vessel's equipment;
- (b) Any product required for purging, and/or preparing the tanks to receive subsequent cargoes and/or coolingdown operations;
- (c) any refilling or supplying of product for deck tanks; and
- (d) all fresh water for boilers and tank cleaning.

9. Bunkers

The Charterers shall accept and pay for all bunkers and boiler water on board at the time of delivery, and the Owners shall, on the expiry of this Charter Party, pay for all bunkers and boiler water remaining on board. The prices for the bunkers shall be those prevailing at the time of delivery/re-delivery at the respective ports. Quantities of bunkers on board on delivery and re-delivery shall be in accordance with Part I, Boxes 24 and 25, respectively, but in any case sufficient to reach nearest recognised bunkering port. Should the Vessel be delivered or re-delivered at sea or at a port which is not a recognised bunkering port, the party taking over bunkers from the other shall pay the net unit price of the Vessel's last main bunkering.

10. Hire

The Charterers shall pay hire at the rate stated in Box 20 from the time the Vessel is delivered to the Charterers until her redelivery to the Owners.

Payment of hire shall be made in cash in full and without discount, per calendar month in advance, in the manner described in <u>Box 21</u>. If hire or any instalment thereof is not paid as aforesaid, the Charterers shall pay interest at the rate of 0.1 per cent. per day on the amount outstanding from and including the due date until the date of payment.

In default of punctual and regular payment as herein specified, the Owners may require the Charterers to make payment of the amount due within 96 hours of receipt of notification from the Owners; failing which the Owners will have the right to withdraw the Vessel without prejudice to any claim the Owners may have against the Charterers under this Charter. Further, so long as the hire remains unpaid the Owners shall be entitled to suspend the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof in respect of which the Charterers hereby indemnify the Owners and hire shall continue to accrue and any extra expenses resulting from such suspension shall be for the Charterers' account.

Should the Vessel be on her voyage towards the port of redelivery at the time a payment of hire becomes due, said payment shall be made for such length of time as the Owners or their Agents and the Charterers or their Agents may agree upon as the estimated time necessary to complete the voyage less disbursements arranged by the Charterers for the Owners' account, and when the Vessel is redelivered to the Owners any difference shall be refunded to or paid by the Charterers as the case may require, but not later than three months after the redelivery of the Vessel.

11. Slow Speed-steaming

The Charterers shall be entitled from time to time to instruct the Vessel to proceed at reduced speed for economic or other reasons subject to prior consultation with the Owners concerning the peculiar characteristics of the Vessel and its machinery in this respect.

The Charterers shall indemnify the Owners and hold them harmless against all consequences or liabilities towards third parties resulting from such instructions.

12. Port of Redelivery/Time of Redelivery

The Vessel, on the expiry of the Charter, shall be redelivered at a safe and ice-free port, place or position as stated in <u>Box 22</u>, in the Charterers' option, always provided the Vessel can freely and safely depart therefrom.

Notice of redelivery shall be given in accordance with Box 23.

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The Charterers undertake to arrange the Vessel's trading so as to permit re-delivery within the period and area stipulated in Part I, Boxes 14 and 22, respectively. Should, however, the Vessel be sent on a final voyage reasonably calculated to allow re-delivery within such period at a port of re-delivery as provided by this Charter Party, and the voyage is prolonged for reasons outside the Charterers' control, and which they could not reasonably have foreseen or guarded against, the Charterers shall have the use of the Vessel at the rate and on the conditions of this Charter Party for such extended time as may be required for completion of said voyage and re-delivery as aforesaid. For the purpose of this Clause, "final voyage" shall be taken to include the ballast trip to the loading port.

13. Vessel's Condition on Redelivery

(a) Condition of Vessel

The Vessel shall be redelivered on the expiry of the Charter in the same good order and condition as when delivered to the Charterers, fair wear and tear excepted.

(b) State of Cargo Installation

166 167 168 On redelivery, unless otherwise stated in Boxes 9, 10 and 11, the Vessel's tanks, pipes, pumps and compressors shall be under the atmosphere of the last cargo carried under this Charter.

Deck storage tanks and nitrogen storage tanks shall be in the same state as on delivery.

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14. Cargo Temperature

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Always subject to the technical characteristics set out in the TECHNICAL GAS FORM annexed to this Charter, the Owners warrant that the Vessel's cargo handling equipment is capable of maintaining the cargo at its intaken temperature.

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15. Employment and Indemnity - Bills of Lading

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The Master shall be under the orders and direction of the Charterers as regards employment of the Vessel, agency or other arrangements. Bills of Lading are to be signed at any rate of freight which the Charterers or their Agents may direct without prejudice to this Charter. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the Master, the Charterers or their Agents signing Bills of Lading or other documents or from the Master otherwise complying with the orders of the Charterers or their Agents as well as from any irregularities in papers supplied by the Charterers or their Agents. The Charterers shall produce Bills of Lading in exchange for delivery of the cargo and hold the Owners harmless in the event of failure to do so.

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16. Duties of Master and Crew

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(a) The Master shall prosecute all voyages with the utmost despatch and shall render all reasonable assistance with the Vessel's Officers and Crew who shall, if so required by the Charterers, and so far as allowed, connect and disconnect electric cables, fuel, cargo and water lines and hoses when placed on board the Vessel.

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The lump sum as specified in Box 20 per calendar month or pro rata for part of a month shall be paid by the Charterers covering overtime, cables and victualling, this amount to be paid simultaneously with hire.

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(b) The Master shall be furnished by the Charterers in good time with all requisite instructions and sailing directions and shall keep full and correct deck and engine room logs of the voyages and of all cargo handling, gas freeing and grade changing operations which shall be open to inspection by the Charterers or their Agents. Abstracts of such logs shall, if so required by the Charterers, be forwarded to them at regular

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210 211 (c) If the Charterers have reason to be dissatisfied with the conduct of the Master, Officers or Engineers, the Owners, on receiving particulars of the complaint, promptly to investigate the matter and, if necessary and practicable, to make a change in the appointments.

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17. Off-Hire

In the event of loss of time:

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(a) due to deficiency of personnel or stores, repairs, breakdown (whether partial or otherwise) of hull, machinery, boilers and cargo installation, collision or stranding or accident or damage to the Vessel or any other cause preventing the efficient working of the Vessel; or

(b) due to strikes, refusal to sail, breach of orders or neglect of duty on the part of the Master, Officers or Crew; or

(c) for the purposes of obtaining medical advice or treatment for or landing any sick, injured or dead person (other than a person carried at the Charterers' request or for their benefit or purpose),

no hire shall be due or payable in respect of any time lost during which the Vessel is unable to perform the service immediately required of

In the event of the Vessel deviating (which expression includes putting back, or putting into any port or place other than that to which she is bound under the instructions of the Charterers) for any cause or purpose previously mentioned in this Clause, hire shall cease to be payable from the commencement of such deviation until the time when the Vessel is again ready to resume her service from a position not less favourable to the Charterers than that at which the deviation commenced, provided always that due allowance shall be given for any distance made good towards the Vessel's destination and any bunkers saved. However, should the Vessel be driven into port or anchorage by stress of weather the Vessel shall remain on hire and all costs thereby incurred shall be for the Charterers' account.

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In the event of detention of the Vessel by any authority in consequence of legal action against the Owners (unless brought about by the act or neglect of the Charterers), whereby the Vessel is rendered unavailable for the Charterers' service, the Vessel shall be off-hire until the service can again be resumed.

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Any time during which the Vessel is off-hire under the terms of this Charter shall count as part of the charter period.

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18. Loss of Vessel

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Should the Vessel be lost, or become a constructive total loss, hire shall cease at noon on the day of her loss or constructive total loss, and if missing, from noon on the date when last heard of, and any hire paid in advance and not earned shall be returned to the Charterers. If the Vessel is missing at the time when hire becomes payable, payment shall be suspended until the Vessel is reported safe.

19. Requisition

If the Vessel is requisitioned for use it shall be deemed off-hire during the period of requisition and any hire paid in respect of such requisition period shall be for the Owners' benefit. Any period during which the Vessel is requisitioned shall count as part of the period provided for in Clause 1 of this Charter.

20. Drydocking

- (a) It is agreed that between 15 and 18 months after the Vessel last drydocked (unless otherwise specified in <u>Box 27</u>) and thereafter at the expiration of similar periods, the Owners will drydock, clean and paint the Vessel's bottom and carry out such repairs and maintenance as they consider necessary.
- (b) At any time after the expiration of 13 months (unless otherwise specified in Box 27) after the Vessel last drydocked, the Owners may require the Charterers to nominate the drydocking range amongst those specified in Box 27 in which adequate facilities are available and the approximate date on which they will place the Vessel at the Owners disposal, which is not to be less than 45 days after receipt by the Owners of such nomination (unless some other period is specified in Box 27).

The Owners shall be free to elect within such nominated range, the port of drydocking of their choice and shall advise the Charterers of their decision.

- (c) At the last discharge prior to drydocking (or upon completion of discharge if the Vessel discharges at the drydocking port), the Charterers shall arrange the best possible discharge from cargo tanks, lines, pumps and gas installations.
- (d) The Vessel shall be off-hire from the time of arrival at the pilot station of the drydocking port or from arrival at the drydocking yard if the Vessel has been sent to such port for the Charterers' purposes or upon completion of gas-freeing or inerting, as required, whichever last occurs, until she is again in every way ready to resume her service at the position where the off-hire commenced or at a position no less favourable to the Charterers with her tanks under dry air.
- (e) Any product lost in gas-freeing for the purpose of drydocking shall be for the Charterers' account. The Owners shall reimburse the Charterers at suppliers' price with the cost of any product lost or vented in connection with the preparation of the Vessel's tanks for the loading of the next cargo after drydocking except if the next cargo is different from that in the cargo tanks prior to drydocking, in which case any product lost or vented shall be for the Charterers' account.

Should the Vessel be fitted with inert gas generators and the Charterers instruct the Master to inert the Vessel's tanks prior to her next loading, the Owners will reimburse the Charterers the cost of any bunkers thereby used.

- (f) Notwithstanding sub-clause (b), the Owners shall have the right to send the Vessel to a drydocking port outside the nominated range but in such case the Owners shall bear any additional expenses and time lost compared to what would have been incurred if the Vessel had drydocked in the closest, adequate port within the nominated range.
- (g) Deck Tanks. Any expense involving products in deck tanks shall be for the Charterers' account but only to the extent that the deck tanks are at their disposal, as stated in Box 10.

21. Overhaul and Maintenance

Notwithstanding the provisions of Claus 17 hereof, loss of time due to any of the reasons specified therein or to cleaning of boilers and/or opening up of pistons and/or overhauling of machinery and/or cargo installation shall be allowed on hire between the commencement of the charter period and the first periodical drydocking as provided for in Clause 20 hereof and thereafter between each consecutive periodical drydocking up to a total calculated at the rate of 96 hours per year (unless otherwise stated in Box 29) and pro rata for part of a year from the commencement of the charter period, it being understood that the Owners shall be entitled to offset any unused portion of such allowance against off-hire time in drydock under this Charter Party.

22. Compliance with Regulations

- (a) The Owners warrant that at the date of this Charter Party the Vessel is in possession of appropriate Certificates or Letters of Compliance issued by the various regulatory bodies named in Box 28, certifying the Vessel's compliance with the relevant requirements of such bodies. However, notwithstanding the above, in the event that the Vessel's trading pattern prior to delivery prevents the renewal of any such Certificate or Letter of Compliance, the Owners shall not be deemed to be in breach of this Charter but the Vessel shall be off-hire for any loss of time incurred in renewing such Certificate or Letter of Compliance.
- (b) The Owners further warrant that the Vessel shall continue to comply with the requirements of the various regulatory bodies named in Box 28 throughout the period of this Charter so far as it is practically possible, and provided such continued compliance shall not entail major structural alteration or addition to the Vessel, but any loss of time in renewing any such Certificate or Letter of Compliance which has once been valid during the period of this Charter shall be for the Charterers' account unless resulting from the fault or neglect of the Owners or their servants or from failure of the Vessel to comply.
- (c)* In the event that such continued compliance shall entail major structural alteration or addition to the Vessel, the Charterers shall have the right to put such work in hand at the earliest convenient opportunity with all costs for the Charterers' account. All the time taken in respect hereof shall count as time on hire and shall form part of the charter period.

Should the Charterers elect not to comply with the provisions of Lines 293 to 295 of sub-clause (c) of this Clause, the Owners shall have the right to put such work in hand at the earliest convenient opportunity with all costs for the Owners- account. All the time taken in respect hereof shall not count as time on hire and shall not form part of the charter period.

Should both parties to this Charter Party elect not to undertake such work at their own expense, if so requested by either party the arbitrators under Clause 42 shall have power to decide the ratio in which the cost of compliance and the time thereby lost shall be shared between the

PART II "GASTIME" Charter Party

parties having regard, inter alia, to the length of the period remaining under the Charter Party and shall, if so warranted, also have the power to adjust the charter hire in a reasonable way. If the parties in such circumstances should agree, in principle, wholly or in part to cancel the Charter Party, the arbitrators shall have similar power to re-negotiate the Contract or to award compensation.

*Sub-clause (c) is optional and shall only apply if expressly stated in Box 28.

(d) For the purpose of this Clause, the expression "major structural alteration or addition" shall mean all structural work or addition or replacement required by any one of the regulatory bodies named in <u>Box 28</u> to be performed within any 12-month period and the actual cost of which will exceed the sum of three months' charter hire (unless otherwise provided in <u>Box 28</u>).

23. Advances

Any moneys advanced to the Master by the Charterers or their Agents or in payment of disbursements made for the Owners' account shall be subject to 1½ % commission and shall be deductible from hire money earned or to be earned.

24. Lien

The Owners shall have a lien upon cargoes belonging to Time Charterers and upon all freights for any amounts due under this Charter.

Non-Lier

The Charterers will not suffer nor permit to be continued any lien or encumbrance incurred by them or their Agents which might have priority over the title and interest of the Owners in the Vessel.

25. Cargo Segregation and Contamination/Number of Grades

The Owners warrant that the Vessel is constructed and equipped to load, carry and discharge without admixture the number of grades of cargo stated in Box 15, always subject to the technical characteristics set out in the TECHNICAL GAS FORM annexed to this Charter, and the Owners shall in no event be held responsible for admixture, leakage, contamination or loss of quality in cargo, if more grades than stated in Box 15 are loaded. Further, but always subject to the above, neither the Owners nor the Vessel shall be held responsible for any admixture, leakage, contamination or loss of quality of the cargo unless such admixture, leakage, contamination or loss of quality results from unseaworthiness existing at the time of loading or at the inception of the voyage which was discoverable by the exercise of due diligence or from error or fault of the servants of the Owners in the loading, care or discharge of the cargo or in gas-freeing or changing grade.

26. Employment of Pilots and Tugboats, etc.

The Owners hereby indemnify the Charterers, their servants and Agents against all losses, claims, responsibilities and liabilities arising in any way whatsoever from the employment of pilots or tugboats, stevedores or longshoremen who, although employed by the Charterers shall be deemed to be the servants and in the service of the Owners and under their instructions, but such indemnity shall not exceed the amount to which the Owners would have been entitled to limit their liability if they had themselves employed such pilots or tugboats, stevedores or longshoremen.

27. Painting of Hull and Funnel Mark/House Flag

The Charterers to have the option of painting the Vessel's funnel and hull with their own markings but the Vessel is to be re-delivered in the Owners' colours and markings. Painting and re-painting to be for the Charterers' account and time to count. The Charterers also to have the option of flying their house flag during the currency of this Charter.

28. Salvage

Subject to the provisions of <u>Clause 17</u>, all time lost and all legal and other expenses (excluding any damage to the Vessel) incurred in saving or attempting to save life or property shall be borne equally by the Owners and the Charterers. All salvage and proceeds from derelicts shall be divided equally between the Owners and the Charterers after deducting the Master's, Officers' and Crew's share. The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.

29. Lay Up

The Charterers shall have the option of laying up the Vessel at an agreed safe port or place for all or any portion of the Charter, but for not less than 30 running days for each period of lay up irrespective of whether this option is exercised one or more times during the currency of this Charter Party.

Hire shall continue to be paid in full during any such period of lay up and any extra expenses incurred by the Owners as a result of such lay up shall be re-imbursed to the Owners by the Charterers. Any amount which the Owners shall save or reasonably should save, having regard, inter alia, to the envisaged length of the lay up period and the time of re-entry into service indicated by the Charterers, during such period(s) of lay up through reduction in expenses shall be credited against hire paid or payable during the period(s) of lay up.

Should the Charterers, having exercised the option granted hereunder, desire the Vessel again to be put into service, the Owners will, upon receipt of notice from the Charterers to such effect, immediately take steps to restore the Vessel to service as promptly as possible.

30. Exceptions

Unless otherwise expressly provided in this Charter Party:

- (a) the Vessel, her Master and Owners shall not be responsible for any loss or damage arising or resulting from any act, neglect or default of the Master, pilots, mariners or other servants of the Owners in the navigation or management of the Vessel; fire unless caused by the actual fault or privity of the Owners; collision or stranding; perils, dangers and accidents of the sea or other navigable waters; saving or attempting to save life or property; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the cargo; act or omission of the Charterers or of the shipper or owner 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 Owners to make the Vessel seaworthy or to have her properly manned, equipped and supplied; any other cause of whatsoever kind arising without the actual fault or privity of the Owners;
- (b) neither the Vessel, her Master or Owners, nor the Charterers shall be responsible for any loss or damage or delay or failure in performance hereunder arising or resulting from act of God; act of war; act of public enemies; seizure under legal process; quarantine

PART II "GASTIME" Charter Party

restrictions; strikes or lockouts or stoppages or restraint of labour from whatever cause, whether partial or general; riots and civil commotions; and arrest or restraint of princes, rulers or people.

31. Liberty

The Vessel shall have the liberty to sail with or without pilots, to tow or be towed, to make trial trips with or without notice, to adjust compasses and/or radio equipment, to repair or drydock with or without cargo on board and to deviate for the purpose of saving life or property or of landing any ill or injured person on board or for bunkers or stores or for any other purpose whatsoever. This clause is not to be construed as in any way affecting the provisions for cessation of hire as provided in this Charter Party.

32. War Risks

- (a) Unless the consent of the Owners be first obtained, the Vessel shall not be ordered nor continue to any port or place or on any voyage nor be used on any service which will bring the Vessel within a zone which is dangerous as a result of any actual or threatened act of war, war, hostilities warlike operations, acts of piracy or of hostility or malicious damage against this or any other vessel or its cargo by any person, body or State whatsoever, revolution civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of Sanctions, nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or any other interference of any kind whatsoever by the belligerent or fighting powers or parties or by any Government or Rulers.
- (b) Should the Vessel approach or be brought or ordered within such zone, or be exposed in any way to the said risks,
- (i) the Owners shall be entitled to insure their interest in the Vessel for such terms as they deem fit up to its open market value and also in the hire against any of the risks likely to be involved thereby, and the Charterers shall make a refund on demand of any additional premium thereby incurred, and
- (ii) Notwithstanding the terms of <u>Clause 17</u> hire shall be payable for all time lost including any loss owing to loss or injury to the Master, Officers or Crew or to refusal by the Master, Officers or Crew to proceed to such zone or to be exposed to such risks.
- (c) In the event of the wages of the Master and/or Officers and/or Crew and/or the cost of provisions and/or stores for deck and/or engine room and/or insurance being increased by reason of or during the existence of any of the matters mentioned in Section (a) the amount of any increase shall be added to the hire and paid by the Charterers on production of the Owners' account therefor, such account being rendered monthly.

Furthermore, notwithstanding any other provision of this Charter Party, any war bonus payable to Master and/or Officers and/or Crew shall be for the Charterers' account.

- (d) The Vessel shall have liberty to comply with any orders of directions as to departure arrival, routes, ports of call, stoppages, destination, delivery or in any other way whatsoever given by the Government of the nation under whose flag the Vessel sails or any other Government or any person (or body) acting or purporting to act with the authority of such Government or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such orders or directions.
- (e) In the event of the outbreak of war (whether there be a declaration of war or not) between any of the countries mentioned in Box 32 or in the event of the nation under whose flag the Vessel sails becoming involved in war (whether there be a declaration of war or not) either the Owners or the Charterers may terminate this Charter Party, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Part I if it has cargo on board after discharge, thereof at destination or if debarred under this Clause from reaching or entering it at a near open and safe port or place as directed by the Owners, or if the Vessel has no cargo on board, at the port or place at which it then is or if at sea at a near open and safe port or place as directed by the Owners. In all cases hire shall continue to be paid in accordance with Part 1, Boxes 20 and 21, and, except as aforesaid, all other provisions of this Charter Party shall apply until redelivery.
- (f) If in compliance with the provisions of this Clause anything is done or is not done, such shall not be deemed to be a deviation. The Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the stipulations contained in Sections (a), (d) and (f) in this Clause.

33. Ice Clause

The Vessel shall not be ordered to nor be bound to enter any ice-bound port or place or any port or place where lights, lightships, marks and buoys are or are likely to be withdrawn by reason of ice on the Vessel's arrival or where there is risk that the Vessel will not be able on account of ice to reach the port or place or to depart therefrom after completing loading or discharging. If on account of ice the Master considers it dangerous to remain at the loading or discharging port or place for fear of the Vessel being frozen in and/ or damaged, he shall have liberty to sail to a convenient open port or place and await the Charterers' fresh instructions. Any time lost through any of the foregoing causes or on account of the Vessel being frozen in shall be for the Charterers' account. The Vessel shall not be obliged to force ice, nor to follow ice- breakers.

34. General Average and New Jason Clause

General Average shall be adjusted and settled in London unless otherwise agreed in <u>Box 26</u>, according to York/Antwerp Rules, 1974. Hire shall not contribute to General Average. Should adjustment be made in accordance with the law and practice of the United States of America, the following provision shall apply:

"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, Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with Owners in General Average to the payment of any sacrifices, loss or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo.

If a salving vessel is owned or operated by Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as Owners, or their agents, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to Owners before delivery."

PART II "GASTIME" Charter Party

The Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain a provision in the foregoing terms and shall also contain a provision to the effect that General Average shall be adjusted according to York-Antwerp Rules 1974.

35. Liability

Any provisions of this Charter to the contrary notwithstanding, the Owners shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owners or Chartered Owners of Vessels by any applicable statute or rule of law for the time being in force, and the same benefits to apply regardless of the form of signatures given to this contract.

36. Both-to-Blame Collision Clause

The Charterers shall procure that all Bills of Lading issued under this Charter Party shall include the following clause:

"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 will 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 non-carrying ship or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact."

37. General Paramount Clause

The Charterers shall procure that all Bills of Lading issued under this Charter Party shall include the following clause:

"The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 -The Hague-Visby Rules - apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading.

The Carrier makes all reservations possible under such applicable legislation, relating to the period before loading and after discharging and while the goods are in the charge of another Carrier, and to deck cargo and live animals."

38. Demise

Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterers.

39. Financial Responsibility for Pollution

The Owners by production of a Certificate of Insurance or otherwise shall satisfy the requirements of the U.S. Federal Water Pollution Control Act Amendments of 1972 (Public Law 92-500) but only as regards oil. Save as aforesaid the Owners shall not be required by the Charterers to establish or maintain financial security or responsibility in respect of oil or other pollution damage to enable the Vessel lawfully to enter, remain in or leave any port, place, territorial or contiguous waters of any Country or State or territory in performance of this Charter.

40. Sublet

The Charterers shall have the right of subletting the Vessel, giving advice to the Owners, but the Charterers shall always remain responsible to the Owners for due fulfilment of the Charter.

41. Law

Unless otherwise provided in Box 30, this Charter Party shall be governed by English law.

42. Arbitration

Unless otherwise provided in Box 31, any dispute arising out of this Charter Party shall be referred to arbitration in London, in which case the following rules will apply:

"Any dispute arising out of this Charter Party shall be referred to arbitration in London, in accordance with the Arbitration Act 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force, one arbitrator being appointed by each party. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall apply. If two arbitrators properly appointed shall not agree they shall appoint an umpire whose decision shall be final."



Vessel's name:

Owners:

TECHNICAL GAS FORM

RECOMMENDED FOR USE

with

THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE

UNIFORM TIME CHARTER PARTY FOR VESSELS CARRYING

LIQUIFIED GAS

CODE NAME: "GASTIME"

VESSEL'S MAIN CHARACTERISTICS	1
REGULATION COMPLIANCE	1
HULL	3
COMMUNICATION EQUIPMENT	4
MACHINERY	4
AUXILIARIES	4
OTHERS	4
MOORING EQUIPMENT	4
PERMANENT BUKER CAPACITY ALLOWING AN ULLAGE OF 2%	
CARGO INSTALLATIONS	
CARGO TANK CAPACITY (CBM) AND INTAKE (M.TONS)	7
CARGO SEGREGATION	9
SLACK TANS /EMPTY TANKS	
CARGO HANDLING EQUIPMENT	
CARGO TANK PREPARATION EQUIPMENT	15
- Derricks	15
- SAMPLES	
Special Features	15

TYPE	VESSEL'S NAME	100% CAPACITY	MAX.SERVICE PRESSURE	MIN. SERVICE TEMPERATURE
M.S.				
T.S.				

VESSEL'S	S MAIN CHARACTERISTIC	<u>CS</u>
GENERALITIES	3	
OWNERS		~ O ¥
FLAG		
BUILT – YEAR		YARD/PLACE:
DATE ON SERVICE	1	
OR CONVERTED -	-YEAR:	YARD/PLACE:
GRT/NRT	INTERNATIONAL	
	SUEZ	
	PANAMA	

REGULATION COMPLIANCE (see p. 2)

CLASS (incl. automation)

IS CLASSIFICATION UNDER CONTINUOUS SURVEY YES / NO

ICE CLASS

REGULATIONS	YES / NO	Last certificate delivered on by
IMCO A 328 (Liquefied gas) • § 4.8.1 coeff. A : • § 4.8.1 Water Temp: • § 4.8.1 Air Temp:		
Other IMCO Regulations complied with:		
USCG		
Does the Ship 9ave her LOC		
If not		
Did the USCG approve drawings (Plan Review)		
Did the USCG accept the IMCO certificate equivalent to the plan Review		
Does the Ship correspond to the others USCG requirements (CFR 33, pollution/navigation)		
	~ (2)	
St. LAWRENCE Seaway		
SUEZ CANAL		
PANAMA CANAL		
RINA		
JANPNESE REQUIREMENTS		
DUTCH REQUIREMENTS		
OTHER REQUIREMENTS		

HULL

L.O.A FT M. L.B.P M. FT **BREADTH** FT M. DEPTH M. FT FT Corresponding DWAT MAX. DRAUGHT **TROPICAL** M. MT. SUMMER M. FT Corresponding DWAT MT. Corresponding DWAT WINTER M. MT. DISTANCE KEEL /TOP ANTENNA M. LIGHT WEIGHT

COMMUNICATION EQUIPMENT

CALL LETTERS

RADIO STATION NORMALLY WATCHED

VHF

RADIO TELEGRAPHY

RADIO TELEPHONY

SINGLE SIDE BAND

TELEX

WALKIE-TALKIE.

MACHINERY

MAIN ENGINE	Type and Make	.1
	Service Power	
	Grade of Fuel Used	

AUXILIARIES

Electrical Generators	Numbers
	Type and Make
	Total Power Installed
	Grade of Fuel Used

OTHERS

Dow Thruster		YES/NO
Marine Sanitary Device	USCG Type	YES/NO
	Incinerator	YES/NO
	Oil Pollution Monitor	YES/NO

MOORING EQUIPMENT

 winches - wondlasses make powered

front	midship	aft

- type
- number
- capacity

PERMANENT BUNKER CAPACITY ALLOWING AN ULLAGE OF 2%

Fuel for Main Engine M.Tons

Fuel for Auxiliaries M.Tons

GALLEY FUEL (IF SEGREGATED) M.Tons

CRUISING RANGE with days' margin

Sample

CARGO INSTALLATIONS

CARGO TANKS

NUMBER

SHAPE

TYPE

INDICATE IF ANY TANK DIFFERENT

MAX. PEMISSIBLE FILLING

MAX. PRESSURE

VALVE SETTING minimum

maximum or IMCO

maximum USCG

other

MAXIMUM PERMISSIBLE VACUUM

MINIMUM PERMISSIBLE TEMPERATURE

MAXIMUM PERMISSIBLE SPECIFIC GRAVITY

absolute bars

absolute bars

absolute bars

absolute bars

absolute bars

Centrigrade

kg/dm3

CARGO TANK CAPACITY (CBM) AND INTAKE (M.TONS) of allowed cargoes at maximum permissible filling and at specific

gravity/temperature to be indicated

Sample

TANKS	CAPACIT	ГҮ СВМ	BUTANE	PROPANE	BUTADIENE	PROPYLENE
	100%	%	SP. GR.	SP. GR.	SP. GR.	SP. GR.
			at °C	at °C	at °C	at °C
TOTAL						
TANKS	CAPACIT		NH.3	V.C.M.	ETHYLENE	L.N.G.
	100%	%	SP. GR.	SP. GR.	SP. GR.	SP. GR.
			at °C	at °C	at °C	at °C
TOTAL						
				1		
TANKS	CAPAC	ITY CBM	PROPYLENE	ETHYLENE	ISOPRENE-	NAPHTA
	100%	%	OXIDE	OXIDE	MONOMERE	SP. GR.
			SP. GR.	SP. GR.	SP. GR.	
			at °C	at °C		
TOTAL						
			A (7)		

OTHER PRODUCTS

OTHER PRODUCTS THAT COULD BE CARRIED

TANKS	CAPACITY CBM		SP. GR.	SP. GR.	SP. GR.	SP. GR.
	100%	%	at °C	at °C	at °C	at °C
TOTAL						

Sample

CARGO SEGREGATION

CAN VESSEL LOAD AND DISCHARGE

TWO GRADES SIMULTANEOUSLY THROUGH SEPARATE LINES

YES / NO

CAN VESSEL COOL TWO GRADES WITHOUT ADMIXTURE

YES / NO

NUMBER OF INDEPENDENT CARGO SEGREGATIONS

System I

System II

System III

Other systems

SLACK TANS / EMPTY TANKS

CAN VESSEL SAIL WITH SLACK TANKS

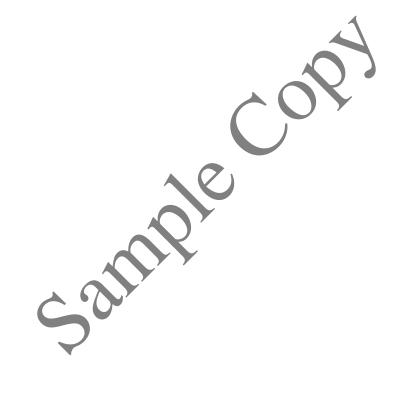
YES / NO

Limitations - if any - with slack tanks

CAN VESSEL SAIL WITH EMPTY TANKS

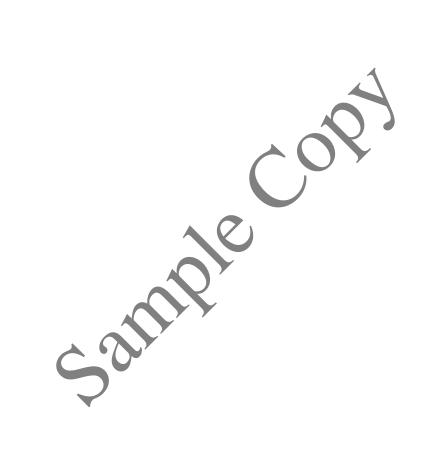
YES / NO

Limitations - if any - with empty tanks



CARGO HANDLING EQUIPMENT

List of equipment (described further)	YES / NO
cargo pumps	YES / NO
Booster pumps	YES / NO
cargo reheater	YES / NO
cargo vaporizer	YES / NO
cargo cooling installations	YES / NO



CARGO PUMPS

- number
- · number per tank
- type
- make
- location

removable withouth gas freeing
 removable when tanks full
 can call work simultaneously
 Yes / No

• if not, why

• maximum specific gravity of liquid handled as limited by pump motor / pump design / safety valve in cargo piping

• 1 or 2 or variable speed

Normal capacity

- · cbm/h at metres head and IPM
- · metres head at zero delivery

BOOSTER PUMPS

number type make location 1 or 2 or variable speed

Normal capacity

cbm/h at metres head and RPM metres head at zero delivery can booster pumps work in series and thus double manometric head increase

Yes / No

CARGO LINES

Manifolds

Manifold arrangement complying with OCIMF Standard
starboard cargo manifold
portside cargo manifold
distance from stem
distance from stern
distance from stern
height above deck

YES / NO

height above water line
 light ship
 loaded
 m.

• distance from ship's rail m.

Liguid lines

- number
- diameter
- flange size flange type

Vapour lines

- number
- diameter
- flange size

flange type

Stern loading equipment Stern discharging equipment

YES / NO YES / NO

Other flanges in way of cargo manilolds:

-ballast discharge flange

- -sewage discharge flange
- -sluge discharge flange
- -waste oil discharge flange

Reducers and adapters

Diameter / type biameter / type min. temp. •c

to

to

to

to

Reduced adapters shaped L or T or U or Y:

<u>Filters</u>

Diameter Type

In Out

Carso flexible hoses

• are hoses available YES / NO

• number

for what product are hoses available

length (meters)diameter (meters)

Cargo

bunkers

nitrogen

- flange size
- flange type
- minimum temperature (•C)
- maximum pressure (Kg/cm2)
- bending radius

CARGO TANK PREPARATION EQUIPMENT

1 deck tanks

has vessel deck tanks for changing grade/ cooling down operations number of deck tanks

YES/NO

capacity each (cbm)
type of commodity acceptable

2 <u>nitrogen(liguid) tank</u> capacity (cbm) YES/NO

3 <u>nitrogen generator</u>

make & type

production (cbm) per hour type of fuel/consumption dew point

YES/NO

4 <u>inert gas generator</u>

has vessel an inert gas generator

make & type

production (cbm/hour) type of fuel used

YES/NO

5 <u>blowers</u>

number make type location capacity possibilities of use YES/NO

6 tank water cleaning

is vessel equipped with tank water cleaning system

YES/NO

Derricks

number
where situated
lifting capacity
maximum distance from ship's side to lifting book when swung outbound

SAMPLES

- state bow tank atmosphere samples can be taken and where from
- standard of fitting on sample connection
- state how liquid cargo sample can be taken and where from
- standard of fitting on sample connection
- are sample bottles available on board

YES/NO

Special Features