



## TANKER CONTRACT OF AFFREIGHTMENT

Adopted by

### PREAMBLE

This contract is made between ..... 1  
 ..... 2  
 hereinafter called "Owners", and ..... 3  
 ..... 4  
 hereinafter called "Charterers", for the carriage of a quantity per year of ..... 5  
 minimum ..... metric/long tons ..... 6  
 maximum ..... metric/long tons ..... 7  
 in ..... option ..... 8  
 from the range of ..... 9  
 ..... 10  
 to the range of ..... 11  
 ..... 12  
 in accordance with Clause F, over a period of ..... years, and ..... 13  
 commencing from tendering notice of readiness for the first cargo nominated under Clause (B) below, ..... 14  
 on the following terms: ..... 15  
 ..... 16

### (A) SHIPMENTS

Each shipment shall consist of: ..... 17  
 Description of cargo: ..... 18  
 ..... 19  
 ..... 20  
 ..... 21  
 Specific gravity/API: ..... 22  
 ..... 23  
 ..... 24  
 Maximum number of grades for each lifting shall be ..... 25  
 ..... 26  
 Quantity per shipment: ..... 27  
 minimum ..... metric/long tons ..... 28  
 maximum ..... metric/long tons ..... 29  
 in Owners' option. ..... 30

### (B) SHIPPING PROGRAMME AND NOMINATION

Within each year the shipments shall be fairly evenly spread. .... 31  
 ..... 32  
 ..... 33  
 ..... 34



Issued by  
**INTERTANKO**,  
 Distribution address:  
 P.O. Box 7518 Skillebekk  
 N-0205 Oslo  
 Norway

Printing June 1994



Adopted by  
 The Baltic and International  
 Maritime Conference  
 (BIMCO). Distribution  
 address: 19 Kristianigade,  
 DK-2100 COPENHAGEN

Quarterly in advance Charterers shall advise Owners of their shipping programme and give their preferred dates for each loading, which Owners shall use their best endeavours to meet.	35 36
Owners shall give Charterers at least ..... days notice of each loading with estimate of cargo intake, with ..... days spread between laydays/cancelling. Such spread shall be narrowed to ..... days, at the latest ..... days prior to vessel's E. T. A. loading port.	37 38 39 40
At the same time Owners shall give sufficient information to fill in Part I of INTERTANKVOY 76 — including the nominated vessel's last two cargoes. In case the vessel will be able to load more than the quantity nominated for the voyage, Owners shall state whether the extra capacity may be made available to charterers.	41 42 43 44
<b>(C) OVERLIFTING</b>	45
If in the course of a contract year more cargo has been lifted than is provided for in the Preamble, such overlifting shall have no bearing upon the quantities to be carried under this Contract.	46 47
<b>(D) SHORTLIFTING</b>	48
If it appears that by the end of a contract year less cargo will have been lifted than agreed to, the party not responsible for the shortlifting shall, until the year is out, have the option to add the cargo not so lifted to the quantity agreed for the next year. Such option must be exercised by written notice. In respect of shortlifting in the final contract year, the option can only be exercised for loading within the quantity limits provided in Clause (A) above, and only for shipment within the first ..... months after the end of the final year.	49 50 51 52 53 54
Whether or not any such option is exercised, no claim which the parties may, for any reason, have against each other shall be prejudiced thereby.	55 56
<b>(E) VESSELS</b>	57
Owners may use vessels of the following description:	58
Owned, managed or chartered by Owners .....	59 60
Flags .....	61
Age, maximum ..... years at time of nomination.	62
Size between ..... and ..... dwt. (metric/long tons of 2240 lbs)	63 64
Classed .....	65
Length overall not exceeding .....	66
Beam extreme not exceeding .....	67
Draft not exceeding .....	68

Heating coils capable of maintaining the temperature of the cargo when loaded, but not in excess of .....	degrees Fahrenheit/Centigrade.	69 70
Internal tank coating .....		71
Aggregate pumping capacity: Not less than .....	m <sup>3</sup> /tons fresh	72
water per hour against a back-pressure of .....	kg/sq.cm/lb/sq.in	73
at vessel's cargo manifold.		74
Derricks: Two each with a safe working load of at least .....		75
tons for lifting hoses to vessel's manifolds.		76
Other particulars:		77
.....		78
.....		79
.....		80
.....		81
.....		82
<b>(F) LOADING/DISCHARGING RANGE</b>		<b>83</b>
Always provided that the voyage can be safely undertaken by vessels as described in clause E above, and that depth of water allows such vessels to reach and leave places of loading and discharging and be always safely afloat:		84 85 86
Loading shall be at maximum 2 safe ports/places in the range of .....		87
.....		88
excluding .....		89
.....		90
Discharging shall be at maximum 2 safe ports/places in the range of .....		91
.....		92
excluding .....		93
.....		94
<b>(G) FREIGHT</b>		<b>95</b>
Freight rate shall be .....	per cent of the applicable rate of	96
Worldscale in force at the date of commencement of loading for each voyage, and all other terms of Worldscale then in force shall apply.		97 98
Freight shall be due and payable:		99
At the time of .....		100
to .....	(Bank and place)	101
Account No. ....		102
To the credit of .....		103
.....		104
<b>(H) DEMURRAGE</b>		<b>105</b>
Demurrage rate shall be .....	per cent of the applicable	106
rate of Worldscale in force at the date of commencement of loading for each voyage, and all other terms of Worldscale then in force shall apply.		107 108

If the vessel is carrying a part cargo under this contract, demurrage shall be based on bill of lading quantity plus .....	metric/long tons of 2240 lbs.	109 110
As soon as the documents and information relating to loading and discharging operations and necessary for calculation of demurrage are available, Owners shall invoice their claim, enclosing copies of such documents. Owners and Charterers shall both have a duty to co-operate in disclosing the documents and information without delay. Demurrage incurred shall be payable by Charterers on receipt of Owners' invoice		111 112 113 114 115
(I) LATE PAYMENT OF FREIGHT AND DEMURRAGE		116
(a) Interest: Freight received after the due date shall bear interest at .....	per cent per month. Demurrage received later than 2 months after the receipt of Owner's invoice shall bear interest at the same rate which shall be calculated from the date of the Owners' invoice.	117 118 119 120
(b) Cancelling: If Charterers have failed to pay freight when due, Owners may give Charterers notice that unless they pay within 144 running hours of receipt of Owners' notice, the Owners shall be entitled to cancel the remaining quantities under this contract. This option must be exercised during the first two weeks after the expiry of the said hours.		121 122 123 124
(c) Suspension: As long as any freight or undisputed demurrage under this contract is due but not paid, Owners shall not be obliged to:		125 126
(i) nominate further tonnage hereunder,		127
(ii) let vessel proceed to loading or discharging port,		128
(iii) load or receive cargo for shipment,		129
(iv) issue bills of lading for any cargo received or loaded, or		130
(v) discharge or deliver cargo.		131
Time lost thereby to any vessel held ready for loading or for nomination shall count as laytime or as time on demurrage. Charterers shall hold Owners harmless in respect of any third party claims arising from such suspension.		132 133 134
(d) Liability: Whether or not Owners exercise their rights under (b) or (c), no claim they may for any reason have on Charterers shall be prejudiced thereby.		135 136
(e) Lien: Owners shall have a lien on all cargoes carried hereunder for all claims and costs of recovering same.		137 138
(J) CHARTERERS' OPTION OF CANCELLING FOR LATE ARRIVAL		139
Cancelling for late arrival shall have effect for the voyage in question only. However, if Charterers have exercised their option to cancel on three or more occasions, they shall on the third or any subsequent occasion have the right to cancel the remaining part of this contract.		140 141 142
Whether or not Charterers exercise their option of cancelling, no claim they may for any reason have on Owners shall be prejudiced thereby.		143 144

Heating coils capable of maintaining the temperature of the cargo when loaded, but not in excess of .....	degrees Fahrenheit/Centigrade.	69 70
Internal tank coating .....		71
Aggregate pumping capacity: Not less than .....	m <sup>3</sup> /tons fresh	72
water per hour against a back-pressure of .....	kg/sq.cm/lb/sq.in	73
at vessel's cargo manifold.		74
Derricks: Two each with a safe working load of at least .....		75
tons for lifting hoses to vessel's manifolds.		76
Other particulars:		77
.....		78
.....		79
.....		80
.....		81
.....		82
<b>(F) LOADING/DISCHARGING RANGE</b>		<b>83</b>
Always provided that the voyage can be safely undertaken by vessels as described in clause E above, and that depth of water allows such vessels to reach and leave places of loading and discharging and be always safely afloat:		84 85 86
Loading shall be at maximum 2 safe ports/places in the range of .....		87
.....		88
excluding .....		89
.....		90
Discharging shall be at maximum 2 safe ports/places in the range of .....		91
.....		92
excluding .....		93
.....		94
<b>(G) FREIGHT</b>		<b>95</b>
Freight rate shall be .....	per cent of the applicable rate of	96
Worldscale in force at the date of commencement of loading for each voyage, and all other terms of Worldscale then in force shall apply.		97 98
Freight shall be due and payable:		99
At the time of .....		100
to .....	(Bank and place)	101
Account No. ....		102
To the credit of .....		103
.....		104
<b>(H) DEMURRAGE</b>		<b>105</b>
Demurrage rate shall be .....	per cent of the applicable	106
rate of Worldscale in force at the date of commencement of loading for each voyage, and all other terms of Worldscale then in force shall apply.		107 108

If the vessel is carrying a part cargo under this contract, demurrage shall be based on bill of lading quantity plus .....	metric/long tons of 2240 lbs.	109 110
As soon as the documents and information relating to loading and discharging operations and necessary for calculation of demurrage are available, Owners shall invoice their claim, enclosing copies of such documents. Owners and Charterers shall both have a duty to co-operate in disclosing the documents and information without delay. Demurrage incurred shall be payable by Charterers on receipt of Owners' invoice		111 112 113 114 115
<b>(I) LATE PAYMENT OF FREIGHT AND DEMURRAGE</b>		116
(a) Interest: Freight received after the due date shall bear interest at .....	per cent per month. Demurrage received later than 2 months after the receipt of Owner's invoice shall bear interest at the same rate which shall be calculated from the date of the Owners' invoice.	117 118 119 120
(b) Cancelling: If Charterers have failed to pay freight when due, Owners may give Charterers notice that unless they pay within 144 running hours of receipt of Owners' notice, the Owners shall be entitled to cancel the remaining quantities under this contract. This option must be exercised during the first two weeks after the expiry of the said hours.		121 122 123 124
(c) Suspension: As long as any freight or undisputed demurrage under this contract is due but not paid, Owners shall not be obliged to:		125 126
(i) nominate further tonnage hereunder,		127
(ii) let vessel proceed to loading or discharging port,		128
(iii) load or receive cargo for shipment,		129
(iv) issue bills of lading for any cargo received or loaded, or		130
(v) discharge or deliver cargo.		131
Time lost thereby to any vessel held ready for loading or for nomination shall count as laytime or as time on demurrage. Charterers shall hold Owners harmless in respect of any third party claims arising from such suspension.		132 133 134
(d) Liability: Whether or not Owners exercise their rights under (b) or (c), no claim they may for any reason have on Charterers shall be prejudiced thereby.		135 136
(e) Lien: Owners shall have a lien on all cargoes carried hereunder for all claims and costs of recovering same.		137 138
<b>(J) CHARTERERS' OPTION OF CANCELLING FOR LATE ARRIVAL</b>		139
Cancelling for late arrival shall have effect for the voyage in question only. However, if Charterers have exercised their option to cancel on three or more occasions, they shall on the third or any subsequent occasion have the right to cancel the remaining part of this contract.		140 141 142
Whether or not Charterers exercise their option of cancelling, no claim they may for any reason have on Owners shall be prejudiced thereby.		143 144

(K)	WAR CANCELLATION	145
	In the event of the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries: The United Kingdom, The United States of America, France, Japan, The Union of Soviet Socialist Republics, The People's Republic of China and .....	146
	..... either party may cancel this Contract.	147
		148
		149
		150
(L)	CHARTER PARTY INCORPORATED	151
	Each voyage under this contract shall be performed subject to the terms of INTERTANKVOY 76, Part II, as attached. Furthermore, Part I of INTERTANKVOY 76 shall be filled in for each voyage.	152
		153
		154
	In the event of a conflict between the terms of the voyage charter party and the present Contract of Affreightment, the latter shall prevail.	155
		156
(M)	RESPONSIBILITY	157
	Responsibility for any failure of delay in performance of this Contract and Charter Parties for voyages hereunder shall be subject to Clause 25 of INTERTANKVOY 76, Part II.	158
		159
(N)	COMMISSION	160
	A commission on freight, deadfreight and demurrage of ..... per cent shall be payable by Owners to Brokers .....	161
	.....	162
	.....	163
	and fall due when Owners receive payment. Should the parties agree to cancel this Contract, Owners to indemnify the Brokers against any loss of commission based on an estimate of gross freight earnings for the remaining period, up to a maximum of one year.	164
		165
		166
(O)	GOVERNING LAW AND ARBITRATION	167
	This contract shall be governed by English law.	168
	Any dispute arising under the contract or the charter parties hereunder shall be decided by arbitration in London in accordance with INTERTANKVOY 76, Clause 32.	169
		170
	Even when a form of charter party other than Part II of INTERTANKVOY 76 is agreed to be incorporated herein, the above provisions as to governing law and arbitration shall prevail.	171
		172
(P)	NAME AND ADDRESS FOR NOTICES	173
	(To be inserted where applicable)	174
	To Owners .....	175
	.....	176
	(address) .....	177
	.....	178
	(telegraphic address) ..... (telex) .....	179
	To Charterers .....	180
	.....	181
	(address) .....	182
	.....	183
	(telegraphic address) ..... (telex) .....	184

(Q) SPECIAL PROVISIONS	185
Special provisions .....	186
	187
	188
	189
	190
	191
	192
	193
	194
	195
	196
	197
	198
	199
	200
	201
	202
	203
	204
	205
	206
	207
	208
	209
	210
	211
	212
	213
	214
	215
	216
	217
	218
	219
	220
	221
	222
	223
	224
	225
	226
	227
	228
	229
	230
	231
	232

**OWNERS**

---

**CHARTERERS**

---