

Procurement

Production Operations'
Procurement Department



Public
Power
Corporation

Athens, April 2 2026

REQUEST FOR PROPOSALS: POPD-611629

DATE: 2.04.2026

**SUBJECT: CHARTERING OF A CPP VESSEL 6.000-7.500
MT DT**



REQUEST FOR PROPOSALS POPD-611629

CHARTERING OF A CHARTERING OF A CPP VESSEL 6.000-7.500 MT DT

Public Power Corporation S.A. Athens, Greece is interested in concluding a Voyage Charter Party with a CPP vessel as follows:

1. Description of Cargo: Diesel Oil (ULSD 10ppm)
2. Total Quantity: 6.000-7.500 klt/voyage
3. Voyages: 3 voyages
Loading Port:
 - i) HELPE/Aspropyrgos or
 - ii) HELPE/Elefsis or
 - iii) Aspropyrgos EKA (ex-BP)Discharging Ports (three ports call):
 - i) Lavrion
 - ii) AHS Rhodou
4. Laycan: 06-08.04.2026 & 20-22.04.2026
5. Performing Vessels must have:
 - DWT 6.000 – 7.500 MT. Vessels complying with the above limits only after re-measurement are not acceptable.
 - Flying the Greek Flag.
 - Age: maximum 29 years and six months at the time of delivery.
 - Must equipped with a stern line.
 - Must be equipped with a bow-thruster, in workable condition.
 - Must comply with all requirements of the Greek Island cabotage laws, for operation in the Greek Islands.
 - Must be suitable for mooring/berthing in terminals of Lavrion and AHS Rhodou.
6. C/P Form: Asbatankvoy C/P, PPC's Additional terms and CONOCO terms.
7. Submission of offers:

Offers to be submitted through the Tender-One of Cosmo-One electronic platform as follows:

Owners nominate vessels to PPC, submitting (uploading) the following documents through the electronic platform:

Folder A

 - i) Specimen A: Declaration of Acceptance of terms and conditions, duly signed
 - ii) Vessel Certificate of Registry

Folder Β

- i) Vessel's Q-88
- ii) Specimen B: Vessel's data checklist-Company details, duly signed
- iii) A copy of a recent b/l, proving vessel's carrying capacity

Folder Γ

Financial offer to be submitted (Specimen C).

PPC examines the documents submitted on A & B Folders. Provided that all the requested documents submitted were found to be compliant with the requirements herein, initial offers (C folder) will be evaluated.

Improved Financial Offers

Subsequently, if the Committee requests the Bidders to proceed with the submission of Improved Financial Offers, they are invited to submit an improved financial offer electronically to the System within a specified time limit upon request by the Committee. The improved offers must be lower or exact the same as the initial financial offer of the participant. This process may be repeated more than once, at the discretion of the Committee. The last of the improved offers submitted will be considered the best and final financial offer.

Please note the following:

- Owners interested to participate shall get their access codes to Cosmo-One electronic platform directly from Cosmo-One Helpdesk. tel.: +30-210-2723810
- Electronic offers to be submitted in accordance with Cosmo-One electronic platform operating procedures. Training of Owners' personnel by Cosmo-One operation people shall be available.
- The electronic platform of Cosmo-One shall open for Offers' submission from 2-Apr-2026 13:00 until 3-Apr-2026 12:00 Athens time.

Attachments:

- Declaration of Acceptance
- Tanker Voyage Charter Party / Asbatankvoy
- PPC's CP Additional Clauses for Spot Charter
- CONOCO terms.
- Ports and Terminal Information

SPECIMEN - A

**DECLARATION OF ACCEPTANCE OF
ALL TERMS AND CONDITIONS IN PPC's
REQUEST FOR PROPOSALS No POPD-611629**

The herein below signed ... *[insert name, Title]* ..., lawfully representing the Firm ... *[insert Owners official name]* ..., participating in Public Power Corporation's Request for Proposals DPLP-611629, declare that I took cognizance of all Terms and conditions included in the documents comprising said Request for Proposals and / or attached thereto, I studied and accept same irrevocably and unreservedly in the name of said firm.

I fully understand and recognize that, by accepting any of the Charterer's Counters, I am legally bound against PPC according to the terms of the Request of Proposal and the Documents attached thereto.

I declare that until the day of submission of my offer, I do not fall under any of the grounds for exclusion from participation in this procedure, as detailed in Article 4 (4) of the RWSS/PPC, and summarized as follows:

- Participation in a criminal organization
- Corruption – bribery
- Fraud within the meaning of Articles 386 and 386A of the Criminal Code -Terrorism
- Money laundering or financing of terrorism
- Child labour and other forms of human trafficking -Non-payment of taxes or social security contributions -Severe or continuous non-compliance with environmental, social security and labour legislation -bankruptcy, subjection to restructuring procedure, special liquidation, administrative receivership or composition procedure or suspension of business activities or any other similar situation
- The commission of a serious professional misconduct proven by a final decision issued by a competent disciplinary body or court -The conviction for serious false statements
- Unfair means of influencing decisions, obtaining inside information and misleading information
- The agreements to distort competition -The failure to remedy distortions of competition resulting from earlier participation in the contract preparation process -Severe or repeated defective performance of a material requirement of a previous contract.

There is no conflict of interest, in accordance with the provisions of the Company's Conflict of Interest Policy posted on the Company's site (<https://www.dei.gr/media/jiepwp1r/politikh-sugkroushs-sumpheronton-07-10-22-003.pdf>), which it has read, understood and with which it agrees to comply with.

It has read, understood and agrees to comply with the Company's Code of Conduct posted on the Company's site (<https://www.dei.gr/media/sn4c32vc/kodikas-deontologikhs-sumperiphoras-09-06-2022 .pdf>).

Signature.....

Date.....

SPECIMEN - B

Vessel's data check-list - Company Details

Choose/tick or fill-in appropriately

1. Acceptance of the terms of the declaration (Specimen-3) YES NO



2. Stern line in place. YES NO
Stern-line diameter:
3. Bow-thruster in good working condition. YES NO
4. At the time of delivery all cargo tanks must be suitable for loading ULSD
YES NO
5. Greek flag YES NO
6. Greek Company YES NO
7. Vessel's Name
8. Vessel's Carrying Capacity (*) Klt

() Carrying capacity must be based on recent b/l's for ULSD cargoes.*

COMPANY DETAILS

Tax Registration Number	
Company Trading Name	
Full Company Name	
Address	
Telephone	
Fax	

BUSINESS CONTACT DETAILS

(This is the company's main business contact and not necessarily the user)

First Name	
Last Name	
Job Title	
e-mail	

USER DETAILS

First Name	
Last Name	
Job Title	
e-mail	
Telephone	



No POPD-611629

**REQUEST FOR PROPOSALS
FOR CHARTERING A CPP VESSEL**

Description of the methodology for the evaluation / comparison of offers:

The methodology for the evaluation of all offers for each vessel offered will be based on the total cost of each candidate vessel performing the transportation of 6,000 – 7,500 klt ULSD 10 ppm FO Elefsis Gulf to two of the following PPC's terminals: Lavrion, AHS Rhodes the exact destinations to be decided by PPC.

The methodology for the evaluation of offers will be based on the following hypothetical voyages:

VOYAGE A (50 %)

Loadport: ELEFSIS GULF

Discharge port LAVRION

VOYAGE C (50 %)

Loadport: ELEFSIS GULF

Discharge port: AHS RHODES

Loadport can be either HELPE/Aspropyrgos or HELPE/Elfeis, to be announced by PPC's supplier, EKO. There is a small possibility the loading will be performed at EKO/Aspropyrgos (ex BP berth), where the agency fees are much higher than the other two terminals. In that case, PPC will cover the extra cost, according to Owner's offer (see Specimen C).

The spreadsheet used for the calculation to be disclosed to the Participants.

For each vessel the total cost shall be the sum of:

- The weighted average freight rate for voyages A (50%) and B (50%)
- The vessel's demurrage rate divided by vessel's carrying capacity

Attached: Evaluation spreadsheet

TANKER VOYAGE CHARTER PARTY

PREAMBLE

_____ Place _____ Date

IT IS THIS DAY AGREED between _____ ~~chartered owner~~/owner (hereinafter called the "Owner") of the _____ SS/MS _____ (hereinafter called the "Vessel") and _____ (hereinafter called the "Charterer") that the transportation herein provided for will be performed subject to the terms and conditions of this Charter Party, which includes this Preamble and Part I and Part II. In the event of a conflict, the provisions of Part I will prevail over those contained in Part II.

PART I

A. Description and Position of Vessel:

Deadweight: _____ tons (2240 lbs.) Classed: _____
Loaded draft of Vessel on assigned summer freeboard _____ ft. in: in salt water.
Capacity for cargo: _____ tons (of 2240 lbs. each) % more or less, Vessel's option.
Coated: Yes No
Coiled: Yes No Last two cargoes: _____
Now: _____ Expected Ready: _____

B. Laydays:

Commencing: _____ Canceling: _____

C. Loading Port(s):

Charterer's Option

D. Discharging Port(s):

Charterer's Option

E. Cargo:

Charterer's Option

F. Freight Rate:

per ton (of 2240 lbs. each).

G. Freight Payable to:

at

H. Total Laytime in Running Hours:

- I. Demurrage per day:
- J. Commission of % is payable by Owner to
on the actual amount of freight, when and as freight is paid.
- K. The place of General Average and arbitration proceedings to be London/New York (strike out one).
- L. Tovalop: Owner warrants vessel to be a member of TOVALOP scheme and will be so maintained throughout
duration of this charter
- M. Special Provisions:

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

Witness the signature of:

By:

Witness the Signature of:

By:

PART II

1. **WARRANTY-VOYAGE-CARGO.** The vessel, classed as specified in Part I hereof, and to be so maintained during the currency of this Charter, shall, with all convenient dispatch, proceed as ordered to Loading Port(s) named in accordance with Clause 4 hereof, or so near thereunto as she may safely get (always afloat) and being seaworthy, and having all pipes, pumps and heater coils in good working order, and being in every respect fitted for the voyage so far as the foregoing conditions can be attained by the exercise of due diligence, perils of the sea and any other cause of whatsoever kind beyond the Owner's and/or Master's control excepted shall load (always afloat) from the factors of the Charterer a full and complete cargo of petroleum and/or its products in bulk not exceeding what she can reasonably stow and carry over and above her bunker fuel consumable stores boiler feed, culinary and drinking water, and complement and their effects (sufficient space to be left in the tanks to provide for the expansion of the cargo), and being so loaded shall forthwith proceed, as ordered on signing Bills of Lading direct to the Discharging Port(s) or so near thereunto as she may safely get (always afloat) and deliver said cargo. If heating of the cargo is requested by the Charterer, the Owner shall exercise due diligence to maintain the temperatures requested.

2. **FREIGHT.** Freight shall be at the rate stipulated in Part I and shall be computed on intake quantity (except deadfreight as per Clause 3) as shown on the Inspector's Certificate of Inspection. Payment of freight shall be made by Charterer without discount upon delivery of cargo at destination, less any disbursements or advances made to the Master or Owner's agents at ports of loading and/or discharge and cost of insurance thereon. No deduction of freight shall be made for water and/or sediment contained in the cargo. The services of the Petroleum Inspector shall be arranged and paid for by the Charterer who shall furnish the Owner with a copy of the Inspector's Certificate.

3. **DEADFREIGHT.** Should the Charterer fail to supply a full cargo, the Vessel may at the Master's option and shall upon request of the Charterer proceed on her voyage, provided that the tanks in which cargo is loaded are sufficiently filled to put her in seaworthy condition. In that event, however, deadfreight shall be paid at the rate specified in Part I hereof on the difference between the intake quantity and the quantity the Vessel would have carried if loaded to her minimum permissible freeboard for the voyage.

4. NAMING LOADING AND DISCHARGE PORTS.

(a) The Charterer shall name the loading port or ports at least twenty-four (24) hours prior to the Vessel's readiness to sail from the last previous port of discharge or from bunkering port for the voyage or upon signing this Charter if the Vessel has already sailed. However Charterer Shall have the option of ordering the Vessel to the following destinations for wireless orders:

ST Kitts	Caribbean	<i>On a voyage to a port or ports in:</i>
PORT SAID	or U.S. Gulf loading port(s)	Eastern Mediterranean or Persian Gulf loading port(s)
		(from ports west of Port Said)

(b) If lawful and consistent with Part I and with the Bills of Lading, the Charterer shall have the option of nominating a discharging port or ports by radio to the Master on or before the Vessel's arrival at or off the following places:

<i>Place</i>	<i>On a voyage to a port or ports in:</i>
LAND'S END	United Kingdom/Continent (Bordeaux/Hamburg range)
	or Scandinavia (including Denmark)
SUEZ	Mediterranean (from Persian Gulf)
GIBRALTAR	Mediterranean (from Western Hemisphere).

(c) Any extra expenses incurred in connection with any change in loading or discharging ports (so named) shall be paid for by the Charterer and any time thereby lost to the Vessel shall count as used laytime.

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

6. **NOTICE OF READINESS.** Upon arrival at customary anchorage at each port of loading or discharge the Master or his agent shall give the Charterer or his agent notice by letter telegraph wireless or telephone that the Vessel is ready to load or discharge cargo berth or no berth and laytime as hereinafter provided shall commence upon the expiration of six (6) hours after receipt of such notice, or upon the Vessel's arrival in berth (i. e., finished mooring when at a sea loading or discharging terminal and all fast when loading or discharging alongside a wharf whichever first occurs. However, where delay is caused to Vessel getting into berth after giving notice of readiness for any reason over which Charterer has no control, such delay shall not count as used laytime.

7. **HOURS FOR LOADING AND DISCHARGING.** The number of running hours specified as laytime in Part I shall be permitted the Charterer as laytime for loading and discharging cargo but any delay due to the Vessel's condition or breakdown or inability of the Vessel's facilities to load or discharge cargo within the time allowed shall not count as used laytime. If regulations of the Owner or port authorities prohibit loading or discharging of the cargo at night time so lost shall not count as used laytime if the Charterer, shipper or consignee prohibits loading or discharging at night, time so lost shall count as used laytime. Time consumed by the vessel in moving from loading or discharge port anchorage to her loading or discharge berth, discharging ballast water or slops, will not count as used laytime.

8. **DEMURRAGE.** Charterer shall pay demurrage per running hour and pro rata for a part thereof at the rate specified in Part I for all time that loading and discharging and used laytime as elsewhere hereto provided exceeds the allowed laytime elsewhere herein specified. If, however, demurrage shall be incurred at ports of loading and/or discharge by reason of fire,

explosion, storm or by a strike, lockout, stoppage or restraint of labor or by breakdown of machinery or equipment in or about the plant of the Charterer supplier, shipper or consignee of the cargo, the rate of demurrage shall be reduced one-half of the amount stated in Part I per running hour or pro rata for part of an hour for demurrage so incurred. The Charterer shall not be liable for any demurrage for delay caused by strike, lockout, stoppage or restraint of labor for Master, officers and crew of the Vessel or tugboat or pilots.

9. **SAFE BERTHING-SHIFTING.** The vessel shall load and discharge at any safe place or wharf, or alongside vessels or lighters reachable on her arrival which shall be designated and procured by the Charterer provided the Vessel can proceed thereto lie at, and depart therefrom always safely afloat, any lighterage being at the expense, risk and peril of the Charterer. The Charterer shall have the right of shifting the Vessel at ports of loading and/or discharge from one safe berth to another on payment of all towage and pilotage shifting to next berth, charges for running lines on arrival at and leaving that berth, additional agency charges and expense, customs overtime and fees, and any other extra port charges or port expenses incurred by reason of using more than one berth Time consumed on account of shifting shall count as used laytime except as otherwise provided in Clause 15.

10. **PUMPING IN AND OUT.** The cargo shall be pumped into the Vessel at the expense, risk and peril of the Charterer, and shall be pumped out of the Vessel at the expense of the Vessel, but at the risk and peril of the Vessel only so far as the Vessel's permanent hose connections, where delivery of the cargo shall be taken by the Charterer or its consignee. If required by Charterer, Vessel after discharging is to clear shore pipe lines of cargo by pumping water through them and time consumed for this purpose shall apply against allowed laytime. The Vessel shall supply her pumps and the necessary power for discharging in all ports, as well as necessary hands. However should the Vessel be prevented from supplying such power by reason of regulations prohibiting fires on board, the Charterer or consignee shall supply, at its expenses, all power necessary for discharging as well as loading but the Owner shall pay for power supplied to the Vessel for other purposes. If cargo is loaded from lighters, the Vessel shall furnish steam at Charterer's expense for pumping cargo into its Vessel, if requested by the Charterer providing the Vessel has facilities for generating steam and is permitted to have fires on board. All overtime of officers and crew incurred in loading and/or discharging shall be for account of the Vessel.

11. **HOSES: MOORING AT SEA TERMINALS.** Hoses for loading and discharging shall be furnished by the Charterer and shall be connected and disconnected by the Charterer, or, at the option of the Owner, by the Owner at the Charterer's risk and expense. Laytime shall continue until the hoses have been disconnected. When Vessel loads or discharges at a sea terminal the Vessel shall be properly equipped at Owner's expense for loading or discharging at such place, including suitable ground tackle, mooring lines and equipment for handling submarine hoses.

12. DUES-TAXES-WHARFAGE. The Charterer shall pay all taxes, dues and other charges on the cargo, including but not limited to Customs overtime on the cargo Venezuelan Habilitation Tax, C.I.M. Taxes at Le Havre and Portuguese Imposto de Comercio Maritime. The Charterer shall also pay all taxes on freight at loading or discharging ports and any unusual taxes assessments and governmental charges which are not presently in effect but which may be imposed in the future on the Vessel or freight. The Owner shall pay all dues and other charges on the Vessel (whether or not such dues or charges are assessed on the basis of quantity of cargo) including but not limited to French droits de quai and Spanish derramas taxes. The Vessel shall be free of charges for the use of any wharf dock place or mooring facility arranged by the Charterer for the purpose of loading or discharging cargo; however the Owner shall be responsible for charges for such berth when used solely for Vessel's purposes such as awaiting Owner's orders tank cleaning repairs etc. before during or after loading or discharging.

13. (a). CARGOES EXCLUDED VAPOR PRESSURE. Cargo shall not be shipped which has a vapor pressure at one hundred degrees Fahrenheit (100oF.) in excess of thirteen and one-half pounds (13,5 lbs) as determined by the current A.S.T.M. Method (Reid) D-323

(b) FLASH POINT Cargo having a flash point under one hundred and fifteen degrees Fahrenheit (115oF.) (closed cup) A.S. T.M. Method D-56 shall not be loaded from lighters but this clause shall not restrict the Charterer from loading or topping off Crude Oil from vessels or barges inside or outside the bar at any port or place where bar conditions exist.

14. (a). ICE. In case port of loading or discharge should be inaccessible owing to ice the Vessel shall direct her course according to Master's judgment notifying by telegraph or radio if available, the Charterers, shipper or consignee who is bound to telegraph or radio orders for another port, which is free from ice and where there are facilities for the loading or reception

of the cargo in bulk. The whole of the time occupied from the time the Vessel is diverted by reason of the ice until her arrival at an ice-free port of loading or discharge, as the case may be, shall be paid for by the Charterer at the demurrage rate stipulated in Part I.

(b) If on account of ice the Master considers it dangerous to enter or remain at any loading or discharging place for fear of the Vessel being frozen in or damaged the Master shall communicate by telegraph or radio if available with the Charterer shipper or consignee of the cargo, who shall telegraph or radio him in reply, giving orders to proceed to another port as per Clause 14 (a) where there is no danger of ice and where there are the necessary facilities for the loading or reception of the cargo in bulk or to remain at the original port at their risk and in either case Charterer to pay for the time that the Vessel may be delayed, at the demurrage rate stipulated in Part I.

15. TWO OR MORE PORTS COUNTING AS ONE. To the extent that the freight rate standard of reference specified in Part I F hereof provides for special groupings or combinations of ports or terminals, any two or more ports or terminals within each such grouping or combination shall count as one port for purposes of calculating freight and demurrage only, subject to the following conditions:

(a) Charterer shall pay freight at the highest rate payable under Part I F hereof for a voyage between the loading and discharge ports used by Charterer

(b) All charges normally incurred by reason of using more than one berth shall be for Charterer's account as provided in Clause 9 hereof

(c) Time consumed shifting between the ports or terminals within the particular grouping or combination shall not count as used laytime.

(d) Time consumed shifting between berths within one of the ports or terminals of the particular grouping or combination shall count as used laytime.

16. GENERAL CARGO. The Charterer shall not be permitted to ship any packaged goods or non-liquid bulk cargo of any description; the cargo the Vessel is to load under this Charter is to consist only of liquid bulk cargo as specified in Clause I.

17. (a). QUARANTINE. Should the Charterer send the Vessel to any port or place where a quarantine exists any delay thereby caused to the Vessel shall count as used laytime' but should the quarantine not be declared until the Vessel is on passage to such port, the Charterer shall not be liable for any resulting delay.

(b) FUMIGATION. If the Vessel prior to or after entering upon this Charter has docked or docks at any wharf which is not rat-free. or stegomyia-free, she shall, before proceeding to a rat-free or stegomyia-free wharf, be fumigated by the Owner at his expense except that if the Charterer ordered the Vessel to an infected wharf the Charterer shall bear the expense of fumigation.

18. CLEANING. The Owner shall clean the tanks, pipes and pumps of the Vessel to the satisfaction of the Charterer's Inspector. The Vessel shall not be responsible for any admixture if more than one quality of oil is shipped nor for leakage, contamination or deterioration in quality of the cargo unless the admixture, leakage, contamination or deterioration results from

(a) unseaworthiness existing at the time of loading or at the inception of the voyage which was discoverable by the exercise of due diligence, or (b) error or fault of the servants of the Owner in the loading, care or discharge of the cargo.

19. GENERAL EXCEPTIONS CLAUSE. The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage, or delay or failure in performing hereunder, arising or resulting from:-any act, neglect, default or barratry of the Master pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer or Owner shipper or consignee of the cargo their agents or representatives insufficiency of packing; insufficiency or inadequacy or marks; explosion, bursting of boilers breakage of shafts, or any latent defect in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have

her properly manned equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault of privity of the Owner. And neither the Vessel nor Master or Owner, nor the Charterer shall unless otherwise in this Charter expressly provided be responsible for any loss of damage or delay or failure in performing hereunder, arising or resulting from:-Act of God; act of war perils of the seas act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people; or seizure under legal process provided bond is promptly furnished to release the Vessel or cargo; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion.

20. ISSUANCE AND TERMS OF BILLS OF LADING

(a) The Master shall, upon request sign Bills of Lading in the form appearing below for all cargo shipped but without prejudice to the rights of the Owner and Charterer under the terms of this Charter. The Master shall not be required to sign Bills of Lading for any port which the Vessel cannot enter, remain at and leave in safety and always afloat nor for any blockaded port.

(b) The carriage of cargo under this Charter Party and under all Bills of Lading issued for the cargo shall be subject to the statutory provisions and other terms set forth or specified in sub-paragraphs (i) through (vii) of this clause and such terms shall be incorporated verbatim or be deemed incorporated by the reference in any such Bill of Lading. In such sub-paragraphs and in any Act referred to therein, the word "carrier" shall include the Owner and the Chartered Owner of the Vessel.

(i) CLAUSE PARAMOUNT. This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Acts of the United States approved April 16 1936 except that if this Bill of Lading is issued at a place where any other Act ordinance or legislation gives statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels August 1924 then this Bill of Lading shall have effect, subject to the provisions of such Act, ordinance or legislation The applicable Act, ordinance or legislation (hereinafter called the "Act") shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the Owner of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the Act. If any term of this Bill of Lading be repugnant to the Act to any extent, such term shall be void to the extent but no further.

(ii) JASON CLAUSE. In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not for which or for the consequence of which, the Owner is not responsible by statute contract or otherwise the cargo shippers consignees or owners of the cargo shall contribute with the Owner in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salvaging ship is owned or operated by the Owner, salvage shall be paid for as fully as if the said salvaging ship or ships belonged to strangers. Such deposit as the Owner or his 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 the carrier before delivery.

(iii) GENERAL AVERAGE. General Average shall be adjusted, stated and settled according to York/Antwerp Rules 1950 and as to matters not provided for by those rules according to the laws and usages at the port of New York or at the port of London, whichever place is specified in Part I of this Charter if a General Average statement is required, it shall be prepared at such port or place in the United States or United Kingdom, whichever country is specified in Part I of this Charter, as may be selected by the Owner, unless otherwise mutually agreed by an Adjuster appointed by the Owner and approved by the Charterer. Such Adjuster shall attend to the settlement and the collection of the General Average subject to customary charges. General Average Agreements and/or security shall be furnished by Owner and/or Charterer, and/or Owner and/or Consignee of cargo if requested. Any cash deposit being made as security to pay General Average and/or salvage shall be remitted to the Average Adjuster and shall be held by him at his risk in a special account in a duly authorized and licensed bank at the place where the General Average statement is prepared.

(iv) BOTH TO BLAME. If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act neglect or default of the Master, mariner, pilot or the servants of the Owner in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder shall indemnify the Owner against all loss or liability to the other or non-carrying ship or her owners in as far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Owner. The foregoing provisions shall also apply where the owners operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or object are at fault in respect of a collision or contact.

(v) LIMITATION OF LIABILITY. Any provision of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of and exemptions from, liability accorded to the owner or chartered owner of vessels by any statute or rule of law for the time being in force.

(vi) WAR RISKS. (a) If any port of loading or of discharge named in this Charter Party or to which the Vessel may properly be ordered pursuant to the terms of the Bills of Lading be blockaded, or

(b) If owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions or the operation of international law (a) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the Master or Owners in his or their discretion dangerous or prohibited or (b) it be considered by the Master or Owners in his or their discretion dangerous or impossible for the Vessel to reach any such port of loading or discharge-the Charterers shall have the right to order the cargo or such part of it as may be affected to be loaded or discharged at any other safe port of loading or of discharge within the range of loading or discharging ports respectively established under the provisions of the Charter Party (provided such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the Master's or Owner's discretion dangerous or prohibited) if in respect of a port of discharge no orders be received from the Charterers within 48 hours after they or their agents have received from the Owners a request for the nomination of a substitute port, the Owners shall then be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions of the Charter Party or not) and such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharging ports established under the provisions of the Charter Party the Charter Party shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the Vessel discharges the cargo at a port outside the range of discharging ports established under the provisions of the Charter Party freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and or discharging the cargo thereat shall be paid by the Charterers or Cargo Owners. In the latter event the Owners shall have a lien on the cargo for all such extra expenses.

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

If by reason of or in compliance with any such direction or recommendation the Vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading the Vessel may proceed to any safe port of discharge which the Master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment and the Owners shall be entitled to freight as if discharge has been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms of the Bills of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by the Charterers and/or Cargo Owners and the Owners shall have a lien on the cargo for freight and all such expenses.

(vii) DEVIATION CLAUSE. The Vessel shall have liberty to call at any ports in any order, to sail with or without pilots to tow or to be towed, to go to the assistance of vessels in distress to deviate for the purpose of saving life or property or of landing any ill or injured person on board, and to call for fuel at any port or ports in or out of the regular course of the voyage. Any salvage shall be for the sole benefit of the Owner.

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

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

23. BREACH. Damages for breach of this Charter shall include all provable damages, and all costs of suit and attorney fees incurred in any action hereunder.

24. ARBITRATION. Any and all differences and disputes of whatsoever nature arising out of this Charter shall be put to arbitration in the City of New York or in the City of London whichever place is specified in Part I of this charter pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by the Owner, one by the Charterer and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Either party hereto may call for such arbitration by service upon any officer of the other, wherever he may be found of a written notice specifying the name and address of the arbitrator chosen by the first moving party and a brief description of the disputes or differences which such party desires to put to arbitration. If the other party shall not by notice served upon an officer of the first moving party within twenty days of the advice of such first notice, appoint its arbitrator to arbitrate the dispute or differences specified then the first moving party shall have the right without further notice to appoint a second arbitrator who shall be a disinterested person with precisely the same force and effect as if said second arbitrator has been appointed by the other party In the event that the two arbitrators fail to appoint a third arbitrator within twenty days of the appointment of the second arbitrator, either arbitrator may apply to a Judge of any court of maritime jurisdiction in the city- abovementioned for the appointment of a third arbitrator and the appointment of such arbitrator by such Judge on such application shall have precisely the same force and effect as if such arbitrator had been appointed by the two arbitrators Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or differences under this Charter for hearing and determination. Awards made in pursuance to this clause may include costs, including a reasonable allowance for attorney's fees, and judgment may be entered upon any award made hereunder in any Court having jurisdiction in the premises.

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

26. OIL POLLUTION CLAUSE. Owner agrees to participate in Charterer a program covering oil pollution avoidance. Such program prohibits discharge overboard of all oily water, oily ballast or oil in any form of a persistent nature, except under extreme circumstances whereby the safety of the vessel cargo or life at sea would be imperiled.

Upon notice being given to the Owner that Oil Pollution Avoidance controls are required, the Owner will instruct the Master to retain on board the vessel all oily residues from consolidated tank washings, dirty ballast, etc., in one compartment, after separation of all possible water has taken place. All water separated to be discharged overboard.

If the Charterer requires that demulsifiers shall be used for the separation of oil/water, such demulsifiers shall be obtained by the Owner and paid for by Charterer

The oil residues will be pumped ashore at the loading or discharging terminal either as segregated oil, dirty ballast or co-mingled with cargo as it is possible for Charterers to arrange. If it is necessary to retain the residue on board co-mingled with or segregated from the cargo to be loaded Charterers shall pay for any deadfreight so incurred

Should it be determined that the residue is to be co-mingled or segregated on board the Master shall arrange that the quantity of tank washings be measured in conjunction with cargo suppliers and a note of the quantity measured made in the vessel's ullage record.

The Charterer agrees to pay freight as per the terms of the Charter Party on any consolidated tank washings, dirty ballast, etc., retained on board under Charterer's instructions during the loaded portion of the voyage up to a maximum of 1% of the total deadweight of the vessel that could be legally carried for such voyage. Any extra expenses incurred by the vessel at loading or discharging port in pumping ashore oil residues shall be for Charterer's account, and extra time, if any, consumed for this operation shall count as used laytime.

BILL OF LADING

Shipped in apparent good order and condition by _____

on board the _____ Motorship _____

whereof _____ is Master, at the port of _____

to be delivered at the port of _____

or so near thereto as the Vessel can safely get, always afloat, unto _____

or order on payment of freight at the rate of _____

This shipment is carried under and pursuant to the terms of the charter dated New York/London _____
between _____ and _____

Charterer, and all the terms whatsoever of the said charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment.

In witness whereof the Master has signed _____ Bills of Lading

of this tenor and date, one of which being accomplished, the others will be void.

Dated at _____ this _____ day of _____

Master

end

Procurement



POPD -611629 - Chartering of CPP Vessel

SPECIMEN C - FINANCIAL OFFER

DESCRIPTION	UNIT	FREIGHT/PRICE (€)
A. Transportation from Elefsis Gulf to Lavrion *	€/klt	
B. Transportation from Elefsis Gulf to AHS Rhodes *	€/klt	
C. Demurrage rate **	€/day	
D. Extra cost for loading at Aspropyrgos/EKO (ex BP) ***	€/klt	

() For evaluation purposes Freight A and Freight B are multiplied by 50% each*

*(**) For evaluation purposes 10 hours on demurrage are assumed*

*(***) The extra cost must be filled in, but has no effect in the evaluation*

THE OWNER

PUBLIC POWER CORPORATION
ADDITIONAL CLAUSES FOR SPOT CHARTER 1 - 20

1. CERTIFICATE CLAUSE

- (a) Owners warrant Vessel has valid SOLAS Safety Construction and Safety Equipment Certificate on board and further warrant that all vessel's gears are in compliance with the requirements of same. Owners warrant that all vessel's inspections and surveys required by the Country of Registry and Classification Society are completed, up to date and certificates to verify are in effect and on board.
- (b) Owners warrant that the vessel is in all respects eligible under applicable convention, laws and regulations (regarding health, safety, pollution, environmental and operational matters), for trading to the ports and places specified in Part I (C) and (D) and that she shall have on board for inspection by the appropriate authorities all certificates, records, compliance letters, contingency plans and other documents required for such service.
- (c) Owners warrant that they have valid cover for pollution of US\$ 1 Billion with their P and I Club and that this cover will remain in place throughout this charter.
 - 1. The Vessel is entered with P & I Club, cover note dated for months cover. The P & I Club telephone numbers is Contact person's name is
 - 2. The insured value of the vessel is U.S. DollarsOwners further warrant that the above cover will so remain unless Owners have given Charterers prior written notice of their intention to change.
- (d) Owners warrant that vessel has a Civil Liability Convention (CLC) Certificate (Blue Card) to verify financial indemnification against pollution, which vessel carries onboard.
- (e) Owners warrant that the Vessel shall fully comply with ISM Codes and is in possession of a valid Safety Management Certificate

2. ELIGIBILITY & COMPLIANCE

Owner warrants that the vessel is and will remain so during the currency of this charter, in full compliance with all applicable laws, regulations, rules, ordinances, decrees, international conventions and any other applicable directives, of the country of vessel's registry, the E.U. and any other country which vessel may be directed or may proceed at, in connection with this charter.

The vessel is obliged to conform strictly to the requirements of MARPOL 73/78 including all its Annexes and Regulations and Amendments to date, the regulations (EC) no 1726/2003 & 2172/2004 & 2005/33/EC & 2009/1020/EU of the European Parliament and latest Amendments and Protocols.

The vessel is also obliged to conform strictly to the EU advance cargo declaration regime as that entered into force on Jan 01, 2011 (the security amendment to the community customs code, regulations 648/2005; 1875/2006; and 312/2009) and any subsequent amendments thereto.

Any delays, Losses, Expenses or damages arising as a result of failure to comply with this clause shall be for Owners account and Charterer shall not be liable for any delay caused by vessel's failure to comply with the foregoing warranties.

3. ETA CLAUSE

The following notices are to be given by the Master to the parties stated in the voyage orders:

Vessel is to advise E.T.A. to the loading port(s) or discharge port(s) as the case may be, 48/24/12/6 hours prior to arrival. The twelve (12) and six (6) hours notices are to be adjusted by changes of one hour or more. If vessel fails to

comply with the above and there is a delay at either load or discharge port(s) due to vessel's failure to submit such notices, such delay shall not count as used laytime, or if vessel is on demurrage, as time on demurrage. If vessel is in port at any time when above E.T.A.s are due, E.T.S. from the port and changes of E.T.S. of two (2) hours are to be notified.

4. ADHERENCE TO VOYAGE INSTRUCTIONS

a) Owners shall be responsible and shall indemnify Charterers for costs, delays or loss, due to any failure whatsoever to comply fully with Charterer's voyage instructions, provided that these instructions are within the terms and conditions of this C/P.

b) without prejudice to the provisions of sub-clause (a) of this clause, if a conflict arises between terminal orders and Charterer's voyage instructions, the master shall stop cargo operations and contact Charterer immediately. Terminal orders shall never supersede Charterer's voyage instructions and any conflict shall be resolved prior to resumption of cargo operations. The vessel shall not resume cargo operations until Charterer have directed vessel to do so.

5. WEATHER CLAUSE

Delays in berthing for loading or discharging and any delays after berthing which are due to weather shall count as one half laytime or, if on demurrage, at one half demurrage rate.

6. PILOTS / TIDE / DAYLIGHT CLAUSE

Any time waiting for pilots, tide and daylight hours at load and discharge ports shall not count as used laytime.

7. LAYTIME

In the event laytime has expired, Charterers will be allowed benefits of Part II, Clause 6 at each port of loading or discharging before demurrage shall be incurred.

8. EARLY LOADING CLAUSE

In the event Charterers agree to load vessel prior to commencement of laydays, Charterers shall have the benefit of all such time saved and such time shall be credited against any time vessel is on demurrage on this Charter Party. For purposes of this clause, time to count when vessel commenced loading and the benefit shall be the time between commencement of when vessel is all-fast and the commencement of Charter-Party laydays.

9. PORT / BERTH

Notwithstanding anything else contained in Part I or Part II of this Charter Agreement, Charterers shall not be deemed to warrant the safety of any port, berth, dock, anchorage and/or other place to which the vessel may be ordered to load or discharge and Charterers shall not be liable for any loss, damage, injury or delay resulting from conditions at such ports, berths, docks, anchorage or other places not caused by the Charterers' fault or neglect or which could have been avoided by the exercise of reasonable care on the part of the Master.

10. AGENCY

Owners shall at all ports appoint their agents which will be nominated by Charterers.

11. INERT GAS

Owners warrant that the vessel is equipped with an operable inert gas system (IGS). This inert gas system shall be operational at all times throughout the duration of this Charter Party.

12. PUMPING CLAUSE

Owner warrants vessel can load, accepting cargo at the minimum rate of cubic meters per hour or pro rata, if part cargo is loaded. Master is to lodge a protest for any failure of the loading installation to supply cargo accordingly. Owner further warrants vessel will discharge her entire cargo within 24 hours or maintain a pressure of an average of 100 psi at Ship's rail, excluding when stripping, provided shore facilities are capable of receiving same.

Time lost as a result of vessel being unable to load or discharge her cargo in accordance with the warranty stated above, shall not count as laytime or time on demurrage. Discharge terminal shall have the right to gauge line pressure.

All pumping logs must be noted by the vessel and countersigned by receivers and/or terminal. In the event any restrictions are imposed by receiving terminal, slowing and/or restricting discharge, letter of protest must be issued by the Master to receivers/terminal.

Should it become necessary to withdraw the vessel from the berth, because of Owner's failure to maintain the required pumping rate, all time and expenses to be for Owner's account .

13. RETENTION

In the event that any cargo remains on board (ROB) upon completion of final discharge, Charterers shall have the right upon presentation of an Independent Inspector/Surveyor ROB report to deduct from freight an amount equal to the FOB port of loading value plus taxes of such cargo plus freight due with respect thereto, provided that the volume of cargo remaining on board is liquid, pumpable, and reachable by the Vessel's pumps, as determined by an Independent Inspector/Surveyor appointed and paid by the Charterers. Any action or lack of action in accordance with this provision shall be without prejudice to any rights or obligations of the parties.

14. TRANSIT LOSS

Owner will be responsible for the full amount of any in-transit loss if in-transit loss exceeds 0.2% and Charterer shall have the right to deduct from freight an amount equal to the FOB port of loading value plus taxes of such lost cargo plus freight due with respect thereto. In-transit loss is defined as the difference between the vessel's gross standard volume after loading at the load port and vessel's gross standard volume before unloading at the discharge port.

In the event of a multiple port discharge the in-transit loss definition also include the difference between the vessel's gross standard volume after discharging at the first discharge port and vessel's gross standard volume upon arrival at the second discharge port, and the same principle to apply for any subsequent ports.

Gross standard volume (G.S.V.) is defined as the total volume of petroleum liquids sediment and water, excluding free water, corrected by the appropriate volume correction factor for the observed temperature and API gravity, relative density, or density to a standard temperature such as 60 degrees FAH or 15 degrees C.

Any action or lack of action in accordance with this provision shall be without prejudice to any rights or obligations of the parties.

15. CARGO TRANSFER

At no time during the voyage shall cargo be transferred between vessel's tanks without the express consent of Charterers. Such consent shall be requested by means of fax, e-mail, or other written communication specifying loaded and revised ullages and cargo quantities for the tanks concerned and reasons necessitating a cargo transfer. Consent of charterers shall not be unreasonably withheld and shall be provided expeditiously by fax, e-mail or other written communication. Master to confirm to Charterers that operation has been carried out, advising new ullage measurements.

In the event transfer of cargo is unavoidable for emergency reasons involving risk to vessel's structural integrity or safety of life or for safe navigation, the prior consent of Charterers shall not be required. However, the master shall inform Charterers of any such circumstances as soon as possible thereafter by fax, e-mail, or other written communication.

16. BUNKER SAMPLING

Charterers' representative shall have the right to survey and take samples of all the Vessel's bunker tanks, ballast tanks and cofferdams at the loading port(s) and/or the discharge port(s). Refusal by the Master to permit such bunker surveying and sampling shall give Charterers or designated agent the right to order the Vessel off the berth. All time lost by reason of such refusal, including any time used in shifting the Vessel off and back to the berth, shall not count as laytime or, if the Vessel is on demurrage, as time on demurrage. Further, all expenses related to such refusal, including the Vessel's shifting expenses, shall be for Owners' account. Any delay to the Vessel caused solely by bunker surveying and sampling shall count as laytime or, if the Vessel is on demurrage, as time on demurrage.

17. SUPERCARGO

Charterers have the option to place on board one supercargo at any time during this Charter Party. Owner is to provide such supercargo with good accommodation with private bath and food at Captain's table at a cost of US\$10 per day at Charterers' expense. Supercargo will be allowed access to investigate, ullage and sample all cargo, slop, bunker and ballast tanks, also any void spaces, and access to any other parts of vessel that may relate to carriage of cargo as he may require. He shall also have the right to require selected valves on bunker and cargo systems to be sealed.

18. GREEK CABOTAGE

Owner understands that vessel will be involved in Cabotage trade within Greece, which is bound by the Cabotage Laws and Regulations of the Greek State and the European Union.

Owner undertakes that Owner is aware of all such Cabotage Laws and Regulations and that it is Owner's sole responsibility to observe and have the Vessel and her Crew comply in full with each and every Greek and E.U. Cabotage Law and Regulation in force at any time throughout the duration of this charter.

Any vessel delay and/or stoppage due to reasons related to non-compliance with such Cabotage Laws and Regulations, will be for Owner's time and expense.

19. CLAIMS CLAUSE

Charterers shall be discharged and released from all liability in respect of any claim/invoice (such as, but not limited to, deadfreight, demurrage, shifting expenses) Owners may present to Charterers under or in connection with this Charter Party unless such claim/invoice has been received by Charterers in writing with supporting documents within ninety (90) days from completion of discharge. If any fully documented claim/invoice is not received within the agreed time bar, it is deemed to be waived and absolutely barred.

20. ALTERNATIVE DISPUTE RESOLUTION

In the event, Charterers and Owners have a dispute under this Charter Party, they both undertake to explore resolution of the dispute through negotiation, mediation, or similar alternative dispute resolution techniques before pursuing full-scale arbitration. If either party believes that the dispute is not suitable for such alternative dispute resolution techniques, or if such techniques do not produce results satisfactory to the parties, either party may proceed with arbitration as provided herein. In the event the parties are unable to resolve any dispute by the alternative techniques described in this paragraph, and either party thereafter proceeds with arbitration, the losing party shall pay the prevailing party's attorneys'.

**CONOCO INTL., INC (SINGAPORE BRANCH)
CHARTER PARTY CLAUSES (AS OF: 12 OCTOBER, 1998)**

1. WORLDSCALE REFERENCE

Unless otherwise agreed, all Worldscale hours, terms and conditions, and rates as published by Worldscale on the date of this fixture are to apply to this Charter Party.

2. GENERAL AVERAGE AND ARBITRATION

Proceedings shall be in London, under English Law.

3. YORK / ANTWERP

York / Antwerp Rules 1974, as amended 1994, or subsequently amended, to apply in cases of General Average. In the event Owners appoint a General Average adjuster, Charterers shall be entitled to appoint a co-adjuster whose fees, charges and expenses shall be included as General Average expenses.

4. VESSEL INFORMATION CLAUSE

Owners warrant that the information provided in ~~the Conoco International Inc.~~ and Intertanko Questionnaire 88 (with Japanese Appendix) shall remain correct during the entire period of the Charter.

5. ITOPF

Owners warrant vessel to be a member of ITOPF scheme and will be so maintained throughout duration of this Charter.

6. CERTIFICATE CLAUSE

- (a) Owners warrant Vessel has valid SOLAS Safety Construction and Safety Equipment Certificate on board and further warrant that all Vessel' s gears are in compliance with the requirements of same. Owners warrant that all Vessel' s inspections and surveys required by the Country of Registry and Classification Society are completed, up to date and certificates to verify are in effect and on board.
- (b) Owners also warrant Vessel in compliance with the other known rules and regulations to which the Country of Registry subscribes and shall have on board all valid certificates as may be issued to verify said compliance.
- (c) Owners warrant that the vessel is in all respects eligible under applicable convention, laws and regulations (regarding health, safety, pollution, environmental and operational matters), for trading to the ports and places specified in Part I (C) and (D) and that she shall have on board for inspection by the appropriate authorities all certificates, records, compliance letters, contingency plans and other documents required for such service.
- (d) Owners warrant that they have and shall maintain the Standard Oil Pollution cover (currently ~~USDmillion plus~~ **USD 1 billion**) available from their P & I Club throughout the period of this Charter.

- 1. The Vessel is entered with **NorthStandard EU DAC** P & I Club, cover note dated for months cover. The P & I Club telephone numbers is Contact persons name is
- 2. The insured value of the vessel is **U.S. Dollars 7,125,000.**

~~Owners further warrant that the above cover will so remain unless Owners have given Charterers prior written notice of their intention to change. Owners will fax evidence of above cover directly to Charterers prior lifting of subs if requested by Charterers and time permitting.~~

- (e) Owners further warrant that the Vessel shall fully comply with ISM Codes and in possession of a valid Safety Management Certificate and comply with all other applicable conventions, laws, regulations and ordinances (regarding health, safety, pollution, environmental and operational matters) of any international, national, state

or local governmental entity having jurisdiction and remains so for the entirety of her employment under this Charter-Party. Owners shall provide Charterer with satisfactory evidence of compliance if required to do so and will remain fully responsible for any and all consequence arising directly and indirectly from any matters in connection with this Vessel and the ISM Code.

- ~~(f) In the interest of safety, Owners will recommend the Master observe the recommendations as to traffic separation and routing which are issued from time to time by the International Maritime Organisation (IMO) or as promulgated by the state of the flag of the Vessel or the state in which the effective management of the Vessel is exercised.~~
- (g) Owners shall ensure Vessel is maintained and manned according to ISGOTT. Any delay resulting from non-compliance with this clause will not count as used laytime or demurrage if allowed laytime has expired. Should it become necessary to withdraw Vessel from berth because of its failure to comply with these warranties, all time and expenses shall be for Owners' account.

7. CLC CERTIFICATE CLAUSE

Owners warrant to have received and carried aboard Vessel a Civil Liability Convention (CLC) Certificate (Blue Card) to verify financial indemnification against pollution. ~~Owners also warrant that the terms of employment of the Vessel's staff and crew will always remain acceptable to the International Transport Workers Federation on a worldwide basis.~~

~~Any delay resulting from non-compliance with this clause shall not count as used laytime or demurrage if allowed laytime has expired. Should it become necessary to withdraw Vessel from berth because of its failure to comply with this warranty, all time and expenses shall be for Owners' account.~~

8. WAR RISK CLAUSE

~~Owners shall pay for all additional insurance premiums, both for annual and also for the specific performance of this Charter, on hull and machinery value, as per clause 6 hereof applicable at (CP date) and all crew war risk bonus. The period of voyage additional war risk premium shall commence when the vessel enters a war risk zone as designated by the London insurance market and cease when the vessel leaves such one. If the vessel is already in such a zone the period shall commence on tendering NOR under this Charter. Any increase or decrease in voyage additional war risk premium and any period in excess of the first fourteen (14) days shall be for Charterer's account and payable against proven documentation. Any discount or rebate refunded to Owners for whatsoever reason shall be passed on to Charterers. Any premiums, and increase thereto, attributable to closure insurance (i.e. blocking and trapping) shall be for Owners' account. Any extra war risk premium is attributable to the loading and discharging ports to be for charterers account, Owners paying the basic annual fee only.~~

9. IMO

Owners warrant that the vessel fully complies with the International Convention for the Prevention of Pollution from ships (MARPOL 1973) and/or the 1978 Protocol thereto and/or the International Convention for Safety of Lives at Sea (SOLAS 1974) and/or the 1978 Protocol thereto (the foregoing conventions and protocol hereinafter in this clause called 'IMO Regulations'). Owners warrant that the Vessel carries on board certification of compliance with IMO Regulations and any other records or documentation as may be required by Flag State Authorities, or port and government aughorities, for any port in the load and discharge areas as described in Part I Section (C) and (D).

10. DRUG AND ALCOHOL POLICY

Owner warrants that it has a policy on drug and alcohol abuse ('Policy') applicable to the Vessel which meets or exceeds the standards as published in the current effective edition of the Oil Companies International Marine Forum (OCIMF) Guidelines for Control of Drugs and Alcohol Onboard Ship. Owner further warrants that this Policy will remain in effect during the term of this Charter and that Owner shall exercise due diligence to ensure that the Policy is complied with.

11. ~~SPEED~~

~~Owner warrants that the vessel will perform at a speed of minimum knots, weather and safe navigation permitting on both ballast / laden voyages. Vessel shall perform the voyage at 10 knots whether and save navigation permitting.~~

12. ETA AND DEPARTURE MESSAGE CLAUSE

The following notices are to be given by the Master to the parties stated in the voyage orders:

Vessel is to advise E.T.A. to the loading port(s) or discharge port(s) as the case may be, 72/48/24 hours prior to arrival. The twenty-four (24) hours notice is to be adjusted by changes of one hour or more **provided voyage instructions have been provided timely by the Charterers**. If Vessel fails to comply with the above and there is a delay at either load or discharge port(s) due to Vessel's failure to submit such notices, such delay shall not count as used laytime, or if Vessel is on demurrage, as time on demurrage. If Vessel is in port at any time when above E.T.A.s are due, E.T.S. from the port and changes of E.T.S. of two (2) hours are to be notified.

After departure from each loading port, Master to wire/telex/cable, either directly or via his agents, to discharging port and Charterers: the ETA to the next port, the Port Log or Summary from the port just departed and the quantity of cargo loaded as per Bill of Lading in Gross Tons, Net Tons, Gross Barrels and Net Barrels **provided voyage instructions have been provided timely by the Charterers**.

If berthing delays result from the failure to comply with any of the aforementioned procedures, all time lost shall not count as used laytime or demurrage. If allowed laytime expires or has expired and/or should it become necessary to withdraw Vessel from berth because of its failure to comply with its warranty, all time and expenses incurred shall be for Owner's account.

13. ADHERENCE TO VOYAGE INSTRUCTIONS

Owners shall be responsible for any time, costs, delays or loss suffered by Charterers due to failure to comply fully with Charterers' voyage instructions. Owners shall be responsible for any time, costs, delays or loss associated with the Vessel loading cargo quantity in excess of voyage orders. Additionally, Charterers shall not be responsible for any deadfreight for Owners' failure to lift minimum quantity specified in voyage orders.

If a discrepancy in instructions arises at loading terminal, Master is to contact Charterers at once concerning said discrepancy to clarify situation before loading. Terminal orders shall never supersede Charterers' voyage instructions. The Master shall give written letter of protest to suppliers with a copy to Charterers, if any discrepancy in instruction arises at loading terminal.

14. PUMPING CLAUSE

Owners warrant Vessel will discharge entire cargo within twenty-four (24) hours or maintain **an average** pressure of 100 PSI **except from stripping (max 3 hours allowed for stripping)** at Vessel's manifolds, provided shore facilities capable of receiving the same. Time lost as a result of Vessel being unable to comply with this warranty will not count as used laytime or time on demurrage. **Owner is requested to instruct master to clarify by protest letters or remarks in time sheets countersigned by receivers if obtainable, whenever pumping time exceeds warranted period.** Should it become necessary to withdraw the Vessel from the berth because of its failure to comply with this warranty, all time and expenses incurred shall be for Owners' account.

15. ~~INSPECTION CLAUSE~~

~~Charterers or Charterers' nominees reserve the right to inspect the Vessel and all time/expenses/costs incurred for such inspection shall be for Owners' account.~~

16. CLEANING CLAUSE

Prior to commencement of loading, Owners guarantee that the Vessel's cargo tanks, pipes, lines and pumps are properly cleaned and inerted for carrying intended cargo to the satisfaction of Charterers' surveyor. If upon inspection of cleanliness; cargo tanks, pipes, lines and/or pumps are found to be unsuitable for intended cargo, Charterers shall have the right to instruct Master to carry out additional

cleaning at Owners' time and expenses. If however, conditions of tanks, pipes and pumps are still unsuitable after twenty-four (24) hours additional cleaning, Charterers shall have the option to cancel this Charter and declare this Charter Party null and void provided Vessel's readiness falls after cancelling date, otherwise Clause 5 of Part II to apply.

17. WEATHER

Delays in berthing for loading or discharging and any delays after berthing which are due to weather shall count as one half laytime or, if on demurrage, at one half demurrage rate. Any expenses incurred due to weather a/o c conditions including unberthing/reberthing expenses at the above mentioned ports/places shall be shared equally between Charterers and Owners.

18. PILOTS / TIDE / DAYLIGHT CLAUSE

~~Any time waiting for pilots, tide and daylight hours at load and discharge ports shall not count as used laytime.~~

19. LAYTIME

In the event laytime has expired, Charterers will be allowed benefits of Part II, Clause 6 at each port of loading or discharging before demurrage shall be incurred.

20. EARLY LOADING

In the event Charterers agree to load Vessel prior to commencement of laydays, Charterers shall have the benefit of all such time saved and such time shall be credited against any time Vessel is on demurrage on this Charter Party. For purposes of this clause, time to count when Vessel commenced loading and the benefit shall be the time between commencement of when vessel is all-fast and the commencement of Charter-Party laydays.

21. PORT / BERTH

Notwithstanding anything else contained in Part I or Part II of this Charter Agreement, or in the Charter Confirmation Form, Charterers shall not be deemed to warrant the safety of any port, berth, dock, anchorage and/or other place to which the Vessel may be ordered to load or discharge and Charterers shall not be liable for any loss, damage, injury or delay resulting from conditions at such ports, berths, docks, anchorage or other places not caused by the Charterers' fault or neglect or which could have been avoided by the exercise of reasonable care on the part of the Master.

22. AGENCY

~~Owners shall at all ports appoint agents nominated by Charterers.~~

23. DUES, TAXES and WHARFAGE

~~All dues, taxes, wharfage, assessments and government charges on cargo and freight shall be for Owner's account.~~ **Any taxes and/or dues on cargo and/or freight to be for Charterer's account and any taxes and/or dues on Vessel to be for Owner's account, if any.**

24. CARGO DOCUMENTS

If upon disconnection of hoses at the loadport there is any delay to the Vessel due solely to awaiting receipt of cargo documents, then any time so lost in excess of three (3) hours shall count as used laytime, or if the Vessel is on demurrage, time on demurrage. In no event shall the first three (3) hours of any time so lost count as used laytime or time on demurrage.

25. HOSES

If requested, and provided shore authority permits, the Vessel's crew will connect and/or disconnect hoses (including SPM/SBM hoses). Any expenses to be for Owners' account.

26. INERT GAS

~~Owners warrant that the Vessel has an operable inert gas system on board the Vessel. Said inert gas system shall be operational at all times during the duration of this Charter Party.~~

27. SLOPS

Slops to be kept fully segregated and load-on-top not to apply unless specifically approved by Charterers.

Charterer to have option to require Vessel to discharge slops along with cargo at discharge port, always at no cost to Charterers with respect to oil content recovered from slops.

28. ADMIXTURE / CONTAMINATION CLAUSE

If the Vessel, her Owners, Master, Officers or Crew or Owner's servants or agents cause any contamination or admixture or off-specification or deterioration in quality of the products carried onboard the Vessel due to any act, negligence or omission on their part, Owners shall be liable and shall keep Charterer indemnified against all claims, costs and all expenses howsoever arising therefrom.

29. CARGO SHORTAGE CLAUSE

Owners warrant Vessel able to load cargo quantity as described in Part I of this Charter Party. In the event Owners are unable to lift the cargo quantity warranted due to Vessel's/Owner's fault, Owners will compensate Charterers for any consequential loss the Charterers may suffer.

30. RETENTION

~~In the event that any cargo remains on board (ROB) upon completion of final discharge, Charterers shall have the right upon presentation of an Independent Inspector/Surveyor ROB report to deduct from freight an amount equal to the FOB port of loading value of such cargo plus freight due with respect thereto, provided that the volume of cargo remaining on board is liquid, pumpable, and reachable by the Vessel's equipment, as determined by an Independent Inspector/Surveyor appointed and paid by the Charterers. Any action or lack of action in accordance with this provision shall be without prejudice to any rights or obligations of the parties.~~

In the event that any cargo remains on board (ROB) upon completion of discharge, Charterer shall have the right upon presentation of an ROB report to deduct from freight an amount equal to the FOB port of loading value of such cargo plus freight plus cargo insurance due with respect thereto, provided that the volume of cargo remaining on board is liquid. Such a report to be signed jointly by Charterers inspector and tanker's chief mate (or Owner's inspector) and in case of disagreement by an independent inspector appointed by Charterer whose cost will be share equally between Charterer and Owner. Any action or lack of action in accordance with this provision shall be without prejudice to any rights or obligations of the parties.

31. TRANSIT LOSS

~~In the event there is a transit loss exceeding 0.3 percent (0.3%) (i.e. ship figure loadport volume versus ship figure disport volume) Charterers shall have the right to claim such value from Owners at the C.I.F. landing price. Owner shall be liable for an in-transit loss of cargo above 0.3 percent (0.3%) and Charterer shall have the rights to deduct from freight an amount equal to the C.I.F. landing price of such lost cargo. In- transit loss is defined as the deference between the A.P.I. gross calculated standard ship volumes after loading at the loading port(s) and before unloading at the discharging port(s). Cargo quantities shall be determined at load port by independent inspector appointed by Charterer accompanied by ship personnel whereas at discharge port by Charterer's inspector jointly by ship personnel or in case of disagreement by a mutual appointed independent inspector, whose findings shall be final binding. The cost of the independent inspector shall be equally shared between Charterer and Owner. Any action or lack of action in accordance with this provision shall be without prejudice to any rights or obligations of the parties.~~

32. CARGO TRANSFER

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

33. C.O.W.

~~The Vessel shall employ Crude Oil Washing (C.O.W.) in all of the cargo tanks during discharge in accordance with the procedures described in the ICS/OCIMF 'Guidelines for Tankwashing with Crude Oil' unless either the Charterers give express instructions to the contrary or the Vessel is prohibited from doing so by port or terminal regulations. Up to a maximum of eight (8) hours of delays (pro rata for part cargoes) to the Vessel occurring as a result of COW operations shall count as used laytime or if the Vessel is on demurrage, as demurrage. Owners will provide a copy of C.O.W. log signed by Master.~~

~~Owner further agrees to comply all applicable port, terminal and government regulations and, as necessary, to submit any advance information or technical data that may be required by local authorities relative to the conduct of C.O.W. operations.~~

~~Owner further agrees that a Representative of the Charterer may attend the discharge to monitor C.O.W. operations.~~

34. HEATING

Charterers shall have the option to request the Vessel to increase and/or maintain the temperature of the cargo from the loaded temperature up to **135** FAH degrees F throughout the voyage and the entire discharge.

If the Vessel fails to increase and maintain the temperature of the cargo as requested by Charterers, Charterers shall have the option to hold the Vessel off berth or to suspend discharging until the cargo is properly heated. All time and expense in connection with the foregoing to be for Owners' account.

35. HEAT FOR C.O.W.

~~If Charterers' request, Owners shall heat approximately 15,000 barrels of the cargo in the slops, or aftermost, tank to 124 Deg. F for crude oil washing purposes. Charterers shall pay or extra bunkers consumed solely in increasing the temperature as aforesaid at Owners' documented actual net cost for such bunkers at the port where bunkers were last purchased.~~

36. EXCESS BERTH OCCUPANCY

If after the disconnection of hoses, the Vessel remains at the berth for Vessel purposes, the Owners will be responsible for and shall pay all costs or expenses incurred or charged to Charterers as a result thereof, without prejudice however to the terminal's right to require the Vessel to vacate the berth upon immediate notice.

37. DIVERSION

- (a) Charterers shall nominate loading or discharging port(s) and/or place(s) or order Vessel to a destination for orders. If Vessel is ordered to a destination for orders, Charterers shall thereafter nominate loading or discharging port(s) and/or place(s). All such nominations or orders shall be made in sufficient time to avoid delay to Vessel.
- (b) Change of Destination. After nominating loading and/or discharging port(s), or place(s) pursuant to Paragraph (a) of this Clause, Charterers may nominate new

port(s) or place(s), whether or not they are within the range of the previously nominated port(s) or place(s) and/or vary the rotation of any nominated port(s) or place(s) and Owners shall issue instructions necessary to make such change(s). It is understood and agreed, however, that the aforesaid option to nominate new loading port(s) or place(s) in different ranges shall lapse on Vessel tendering Notice of Readiness at a nominated loading port or place and that the aforesaid option to nominate new discharging port(s) or place(s) in different ranges shall lapse on Vessel tendering Notice of Readiness at a nominated discharging port or place. If a change to, or varying the rotation of, nominated port(s) or place(s) occurs or if Vessel is sent to a destination for orders, any time by which the steaming time to the port(s) or place(s) to which Vessel is finally ordered to exceeds that which would have been taken if Vessel had been ordered to proceed to such port(s) or place(s) in the first instance shall be compensated at the demurrage rate per running day and pro rata for a part thereof. In addition, Charterers shall pay for extra bunkers consumed during such excess time at the last lifted bunker price on board the Vessel to be supported by invoices.

- (c) Any order of Vessel to a destination for orders, all nominations and any renominations pursuant to this Clause shall be consistent with Part I (C) and (D).

38. OVER-AGE INSURANCE CLAUSE

~~Over age Insurance, if any, due to Vessel's age shall be for Owner's account.~~

39. BUNKER SAMPLING

Charterers' representative shall have the right to survey and take samples of all the Vessel's bunker tanks, ballast tanks and cofferdams at the loading port(s) and/or the discharge port(s). Refusal by the Master to permit such bunker surveying and sampling shall give Charterers or designated agent the right to order the Vessel off the berth. All time lost by reason of such refusal, including any time used in shifting the Vessel off and back to the berth, shall not count as laytime or, if the Vessel is on demurrage, as time on demurrage. Further, all expenses related to such refusal, including the Vessel's shifting expenses, shall be for Owners' account. Any delay to the Vessel caused solely by bunker surveying and sampling shall count as laytime or, if the Vessel is on demurrage, as time on demurrage.

40. BALLASTING / DEBALLASTING / SHIFTING

Under no circumstances will any time used for ballasting or deballasting not concurrent with loading, discharging and/or other cargo operations ever count as laytime on demurrage, even if the Vessel is already on demurrage.

Shifting expenses from anchorage to the first berth shall be always for Owners' account. Any subsequent shifting time, expenses and associated cost between berth(s) in any one port shall also be for Owner's account.

41. DISCHARGE ADVISOR

Owner agrees to allow Charterer's Discharge Advisor access to Vessel for purposes of monitoring the discharge of cargo, including inert gas, crude oil washing, stripping and safety. Vessel to provide a cabin for the Discharge Advisor's use for the duration of discharge operations.

It is understood and agreed however that said Discharge Advisor shall only be on the Vessel in an advising capacity. The Master of the Vessel shall remain at all times in command of the Vessel and solely responsible for its safe and efficient operation. Neither the Discharge Advisor, Charterer, or any company related or affiliated to the Charterer shall bear any responsibility or liability with respect to any advice given or not given, and the Owner and the Vessel shall indemnify and hold the Discharge Advisor and the Charterer fully harmless in this respect.

42. GANGWAY

Owners warrant that the Vessel is equipped with and will utilize at the discharge port a vessel gangway in all respects safe and suitable for the disembarking of crew, shore personnel and/or any other personnel.

43. LIGHTENING EXECUTION

~~Charterers shall have the option to lighten the Vessel either partially or totally via ship to ship transfer at anchor or under way off any port(s) or customary anchorage(s) in the discharge ranges as per Part I of this Charter Party.~~

~~Any lightening of the Vessel shall be carried out in accordance with the procedures set out in the latest revised edition of the International Chamber of Shipping Oil Companies International Marine Forum, Ship to Ship Transfer Guide for Petroleum.~~

~~Charterers will provide all fenders, hoses and equipment necessary to perform the lightening operation. Owners agree to allow supervisory personnel onboard, including mooring master, to assist in the performance of the lightening operations. It is understood and agreed that the crew of the Owners' Vessel will be required to assist in handling fenders, cargo hoses, as well as mooring and unmooring as designated by the mooring master. Owners guarantee Vessel is capable of and will maintain a safe and reasonable stability during and after lightening operation.~~

~~All time consumed from the Vessel's arrival at the lightening location to hoses off following final lightening is to count as used laytime.~~

~~Freight payment is to be based on entire cargo quantity loaded from actual load port(s) to actual final discharge port(s). The lightening position shall not count as a second discharge port in the computation of freight rate as published by Worldscale. In the event that the Vessel is fully lightened in the U.S. Gulf, the freight shall be calculated according to the published rates in the Worldscale.~~

44. LOAD BACK FOR C.O.W.

~~Charterers' option at discharge port to supply and load on Vessel a suitable washing medium for use as crude oil washing stock. Same washing medium to be loaded prior to commencing discharge in Vessel's slops or aftermost cargo tank and heat to be applied during crude oil washing operations. Any delays to vessel occurring as a result of loading back for crude oil washing shall count as used laytime, or if Vessel is on demurrage as time on demurrage. Any loss of washing medium or any quantity of same remaining on board as a result of crude oil washing operations not be assessed against Owners with regard to Retention Clause or otherwise. Any additional bunkers consumed for heating such washing medium to be Charterer's account, paid upon receipt of claim supported by Master's / Chief Engineer's signed statement of bunkers consumed for such purpose and receipt for last purchase of bunkers.~~

45. INDEMNITY

~~In the event that all original Bills of Lading are not available at discharge port on Vessel's arrival, Owners will accept a Letter of Indemnity from Charterers or from a company affiliated with Conoco Inc., which is shipper or consignee of the cargo. The format of the Letter of Indemnity shall be as required by Owners' P & I Club which Owners represent to be one of the standard format in regular use. The Letter of Indemnity shall be governed by and construed in accordance with the laws applicable to the Charter Party. Owner will supply the LOI format within twenty-four (24) hours of the fixture of the vessel.~~

- ~~1) Charterers have the right to discharge at different destination from that shown on BS/L, provided always within C/P range.~~
- ~~2) Charterers (and Charterers only, not to receivers etc) to give Owners a letter of indemnity in the form of Owners P&I Club wording signed by Charterers authorized officer (no bank guaranty) in case of non-production of original B/L at discharge A/O in case of C.O.D.~~

46. AIR POLLUTION

~~Owners agree to comply at all times with all applicable laws, regulations and ordinance of any Government or Local Government having jurisdiction regarding air pollution. Any delays and/or consequences arising from non-compliance with this Clause to be for Owners' account and any time lost shall not count as laytime or if the Vessel is on demurrage, as demurrage.~~

47. OVERAGE

In the event the Vessel loads an amount in excess of the minimum/agreed quantity as set out in Part I, then freight payable for any overage shall be at one-half the rate provided for as to the minimum/agreed quantity.

48. ALTERNATIVE DISPUTE RESOLUTION

In the event, Charterers and Owners have a dispute under this Charter Party, they both undertake to explore resolution of the dispute through negotiation, mediation, or similar alternative dispute resolution techniques before pursuing full-scale arbitration. If either party believes that the dispute is not suitable for such alternative dispute resolution techniques, or if such techniques do not produce results satisfactory to the parties, either party may proceed with arbitration as provided herein. In the event the parties are unable to resolve any dispute by the alternative techniques described in this paragraph, and either party thereafter proceeds with arbitration, the losing party shall pay the prevailing party's attorneys' fees.

49. LAW COMPLIANCE

Notwithstanding any other provision in this Agreement, neither Owner, nor Charterer shall take or refrain from taking any action or agree to take or refrain from taking any action, if such agreement, action or refraining from action would constitute a violation of, or be penalized under **English** law or regulations.

50. FREIGHT PAYMENT CLAUSE

Payment of freight to be effected **within 15 banking days** after completion of discharge to Owners' designated bank as follows:-

51. SHIP'S FIGURES

Owners shall make available to Charterers or their agents:

- (a) upon discharge the volumes by grade in measured barrels and in barrels at 60 degrees F. which, according to the Vessel's own measurements, were loaded and discharged.
- (b) If requested upon discharge or subsequently, the data from which (a) above was derived including measured volumes, densities and temperatures of net dry oil in each compartment of the Vessel at both loading and discharging port and tank calibration details.
- (c) Upon discharge, the Vessel's average loaded and average discharged experience factors (i.e. two figures for her previous 10 voyages derived from: shore figures in barrels at 60 degrees F. divided by ship's figures in barrels at 60 degrees F.
- (d) If requested upon discharge or subsequently, the actual data from which the factors in (c) above were derived.

52. CLAIMS CLAUSE

All claims (such as, but not limited to, deadfreight, demurrage, shifting expenses, transit loss or port expenses) by Charterers against Owners or vice-versa shall be submitted in writing ninety (90) days after completion of discharge. Failure to submit such claims within the said period shall release the parties from all liabilities in respect to any claims that either party may have under this Charter Party.

53. TIME BAR CLAUSE

With respect to any **deadfreight/heating/shifting** claims or other unresolved disputes arising out of this Charter, unless arbitration or litigation, as per this Charter, is commenced within ~~one (1) year~~ **13 months** after completion of discharge or the date when discharge should have been completed, such claims or disputes are waived and all liability with respect thereto is discharged.

In the event, however, that one party timely commences arbitration or litigation, the second party shall always have thirty days from the date of the second party's naming of its arbitrator, or filing of any answer, in which to assert any claims, including cargo claims, said second party may have under this

Charter and same shall be considered timely and not barred by the terms of this clause, by stature, or otherwise.

54. ~~MELAKA REFINERY TERMINAL CLAUSE~~

.....

55. ~~BINTULU TERMINAL~~

.....

56. ~~KERTEH CLAUSE~~

.....

57. ~~MALAYSIA DSL CLAUSE~~

.....

58. ~~MRC SUBLET CLAUSE~~

.....

59. ~~YEAR 2000~~

.....

60. CHARTER-PARTY ADMINISTRATION CLAUSE

The agreed terms and conditions of this Charter shall be recorded and evidenced by the production of a fixture recap sent to both Charterers and Owners within twenty-four (24) hours of the fixture being concluded. This recap shall state the name and date of the Standard Pre-printed Charter-Party form. All additional clauses that has been agreed should be referred to by name and number only unless amendments / additions / deletions to these additional clauses have been made. Whereupon the amended clauses shall be reproduced will full wordings.

This fixture recap shall be approved and acknowledged as correct by both Owners and Charterers to either Ship Broker through whom they negotiated or, if no Ship Broker was involved, to each other within two (2) working days after the fixture concluded. No formal written and signed Charter Party will be produced unless specifically requested by Charterers or Owners.

+++ End

Ports and Terminals information

Contents :

TABLE 1a : SES Lavrion / Port Information

TABLE 1b : SES Lavrion / Terminal information

TABLE 2a : SES Rhodes / Port Information

TABLE 2b : SES Rhodes / Terminal information

TABLE 1a : SES Lavrion / Port Information

1.	Latitude Longitude	037° 44' 58" North 024° 04' 30" East	
2.	Country	Greece	
3.	Situated in what waters	Mediterranean Sea	
4.	Is pilotage compulsory	YES ✓	NO
5.	Name of port	PPC/SES LAVRIO	
6.	Distance from nearest port	8 Km	
7.	Depth of water at terminal	14 m	
8.	Nature of bottom		
9.	Can the vessel be moved at any time of the day or night and at any state of tide	YES ✓	NO
10.	Range of tide	From -/ m to +/m	
11.	Velocity of currents		
12.	Maximum safe draught	12 m	
13.	Location of any channels which limit draught of vessel	NO	
14.	Does draught limitation vary with seasons	NO	
15.	Are tugs available at port	YES	NO ✓
16.	Are barges or lighters available for receiving bulk oil in an emergency	YES	NO ✓
17.	Name of receiver of cargo	PPC	
18.	Nearest Customs House	Customs House of Lavrio	
19.	Are any of the following available at or near the berth:		
	Fresh water	YES ✓	NO
	Bunker Oil	YES	NO ✓
	Diesel Oil	YES	NO ✓
	Fresh provisions	YES	NO ✓
	Doctor	YES	NO ✓
	Hospital	YES	NO ✓
	Laundry service	YES	NO ✓
	Light machine shop	YES	NO ✓
	Dry Dock	YES ✓	NO

TABLE 1b : SES Lavrion / Terminal information

1.	Approval for maximum draught in fine weather conditions	YES	NO	√
2.	Length of vessel	230 m		
3.	Name of port	SES LAVRIO		
4.	Latitude Longitude	024° 04' 30" 037° 44' 58"		
5.	Name of terminal	PPC/SES LAVRIO		
6.	Installation operating staff	YES		
7.	Installation managed by	PPC		
8.	Distance from quarantine station to terminal	8 Km		
9.	Distance from nearest port to terminal	8 Km		
10.	Controlling depth of channels	NO REQUIRED		
11.	Depth of water at terminal	14 m		
12.	Range of tide at terminal	From -/ m to +/m		
13.	Nature of bottom	NORMAL		
14.	Must vessels await daylight or tide for mooring or sailing	YES	√	NO
15.	Velocity of currents			
16.	Are tugs required for mooring	YES	√	NO
17.	Are tugs required for sailing	YES	√	NO
18.	Number of berths at terminal	ONE		
19.	Do vessels moor alongside a wharf	YES	NO	√
20.	Type of mooring used for mooring	STERN MOORING		
21.	Maximum draught and length of vessel that can be accommodated	12 m	230 m	
22.	Maximum DWT of vessel that can be accommodated	50.000 tn		
23.	Are slop disposal facilities available at the terminal	YES	√	NO
24.	Can vessels arrive or sail light with no ballast	YES	√	NO
25.	Does the terminal or ship's crew connect and disconnect hose	Ship' s crew		
26.	Is the terminal or ship's gangway used	Ship' s gangway		
27.	Products handled at the terminal	Fuels		
28.	Diameter of pipe line : a) Flexible b) Sea line c) Shore line to fuel oil storage	12''	Length of pipe line	27m 2 m 650 m
29.	Length of pipe line from end of flexible hose to tanks	Max 650 m		
30.	Maximum pumping pressure at ship terminal	7 bar		
31.	Maximum pumping temperature at ship terminal	75°C		
32.	Usual rate of unloading (m ³ /h)	700		

TABLE 2a : SES Rhodes / Port Information

1.	Latitude Longitude	36° 22' 39.15" N 28° 00' 00.86" E		
2.	Country	Greece		
3.	Situated in what waters	Mediterranean Sea		
4.	Is pilotage compulsory	YES	NO	
5.	Name of port	SES RHODES		
6.	Distance from nearest port	25 Km		
7.	Depth of water at terminal	13-20 m		
8.	Nature of bottom	SANDY		
9.	Can the vessel be moved at any time of the day or night and at any state of tide	YES	✓	NO
10.	Range of tide	From -/ m to +/m		
11.	Velocity of currents			
12.	Maximum safe draught	13 m		
13.	Location of any channels which limit draught of vessel			
14.	Does draught limitation vary with seasons			
15.	Are tugs available at port	YES	NO	✓
16.	Are barges or lighters available for receiving bulk oil in an emergency	YES	NO	✓
17.	Name of receiver of cargo	PPC		
18.	Nearest Customs House	Customs House of Rhodes		
19.	Are any of the following available at or near the berth:			
	Fresh water	YES	NO	✓
	Bunker Oil	YES	NO	✓
	Diesel Oil	YES	NO	✓
	Fresh provisions	YES	NO	✓
	Doctor	YES	NO	✓
	Hospital	YES	NO	✓
	Laundry service	YES	NO	✓
	Light machine shop	YES	NO	✓
	Dry Dock	YES	NO	✓

TABLE 2b : SES Rhodes / Terminal information

1.	Approval for maximum draught in fine weather conditions	YES	NO	√
2.	Length of vessel	172 m		
3.	Name of port	SES RHODES		
4.	Latitude Longitude	36° 22' 39.15" N 28° 00' 00.86" E		
5.	Name of terminal	SES RHODES		
6.	Installation operating staff	YES		
7.	Installation managed by	PPC		
8.	Distance from quarantine station to terminal	25 Km		
9.	Distance from nearest port to terminal	25 Km		
10.	Controlling depth of channels			
11.	Depth of water at terminal	13-20 m		
12.	Range of tide at terminal	From -/ m to +/m		
13.	Nature of bottom	SANDY		
14.	Must vessels await daylight or tide for mooring or sailing	YES	√	NO
15.	Velocity of currents			
16.	Are tugs required for mooring	YES	√	NO They come from the port of Rhodes
17.	Are tugs required for sailing	YES	√	NO Only from the port of Rhodes
18.	Number of berths at terminal	4-buoy		
19.	Do vessels moor alongside a wharf	YES	NO	√
20.	Type of mooring used for mooring	4-buoy + anchor		
21.	Maximum draught and length of vessel that can be accommodated	13 m	172 m	
22.	Maximum DWT of vessel that can be accommodated	35.000 tn		
23.	Are slop disposal facilities available at the terminal	YES	NO	√
24.	Can vessels arrive or sail light with no ballast	YES	NO	√
25.	Does the terminal or ship's crew connect and disconnect hose	Ship' s crew		
26.	Is the terminal or ship's gangway used	YES		
27.	Products handled at the terminal	Fuels		
28.	Diameter of HFO pipe line : a) Flexible 10'' b) Sea line 10'' c) Shore line to fuel oil storage 10'' Diameter of DFO pipe line : a) Flexible 8'' b) Sea line 8'' c) Shore line to fuel oil storage 8''	Length of pipe line	60 m	
		Length of pipe line	300 m	
		Length of pipe line	500 m	
		Length of pipe line	60 m	
		Length of pipe line	300 m	
		Length of pipe line	500 m	
29.	Length of pipe line from end of flexible hose to tanks	800 m		
30.	Minimum Lift Capacity of Vessel's Crane	5 tonnes		
31.	Maximum pumping pressure at ship terminal	6-7 bar		
32.	Maximum pumping temperature at ship terminal	55°C		
33.	Usual rate of unloading (m ³ /h)	280		