

INTERCOA



TANKER CONTRACT OF AFFREIGHTMENT

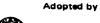
Adopted by

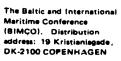
PRE	AMBLE
	contract is made between
	nafter called "Owners", and
herei	nafter called "Charterers", for the carriage of a quantity per year of
	mum metric/long tons
maxi	mum
in	metric/long tons option
from	the range of
	e range of
• • • • • • •	
in ac	cordance with Clause F, over a period of
comi	nencing from tendering notice of readiness for the first cargo nominated under Clause (B) below.
on th	ne following terms:
(A)	SHIPMENTS
	Each shipment shall consist of:
	Description of cargo:
	Specific gravity/API:
	Maximum number of grades for each lifting shall be
	Quantity per shipment:
	minimum metric/long tons
	maximum metric/long tons
	in Owners' option.
B)	SHIPPING PROGRAMME AND NOMINATION
	Within each year the shipments shall be fairly evenly spread.
	Issued by



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

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	Owners shall give Charterers at least
	notice of each loading with estimate of cargo intake, with
	days spread between laydays/cancelling. Such spread shall be narrowed to
	days, at the latest days prior to vessel's E.T.A. loading port.
notice of each le days spread bette days, at the later. At the same tim 76 — including more than the quark be made averaged for lower lifting. C) OVERLIFTING If in the course of such overlifting. C) SHORTLIFTING If it appears that the party not return the cargo not so by written notice exercised for lower within the whether or not have against each owned, managed	At the same time Owners shall give sufficient information to fill in Part I of INTERTANKVOY
	76 — including the nominated vessel's last two cargoes. In case the vessel will be able to load
notice of each loading with estimate of cargo intake, with days spread between laydays/cancelling. Such spread shall be narrowed to days, at the latest days, at the latest days sprior to vessel's E.T.A. loading port. At the same time Owners shall give sufficient information to fill in Part I of INTERTANKVO 76— including the nominated vessel's last two cargoes. In case the vessel will be able to lor more than the quantity nominated for the voyage, Owners shall state whether the extra capacit may be made available to charterers. OVERLIFTING If in the course of a contract year more cargo has been lifted than is provided for in the Preamble such overlifting shall have no bearing upon the quantities to be carried under this Contract. SHORTLIFTING If it appears that by the end of a contract year less cargo will have been lifted than agreed to the party not responsible for the shortlifting shall, until the year is out, have the option to at the cargo not so lifted to the quantity agreed for the next year. Such option must be exercise by written notice. In respect of shortlifting in the final contract year, the option can only exercised for loading within the quantity limits provided in Clause (A) above, and only for shi ment within the first	
	may be made available to charterers.
)	OVERLIFTING
	If in the course of a contract year more cargo has been lifted than is provided for in the Preamble,
	· · · · · · · · · · · · · · · · · · ·
)	SHORTLIFTING
	If it appears that by the end of a contract year less cargo will have been lifted than agreed to,
	the party not responsible for the shortlifting shall, until the year is out, have the option to add
	the cargo not so lifted to the quantity agreed for the next year. Such option must be exercised
	by written notice. In respect of shortlifting in the final contract year, the option can only be
	ment within the first months after the end of the final year.
)	have against each other shall be prejudiced thereby.
)	have against each other shall be prejudiced thereby. VESSELS
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	NESSELS Owners may use vessels of the following description: Owned, managed or chartered by Owners Flags Age, maximum years at time of nomination. Size between dwt. (metric/long tons of 2240 lbs) Classed

Internal tank coating
Aggregate pumping capacity: Not less than
water per hour against a back-pressure ofkg/sq.cm/lb/sq.in
at vessel's cargo manifold.
Derricks: Two each with a safe working load of at least
tons for lifting hoses to vessel's manifolds.
Other particulars:
LOADING/DISCHARGING RANGE
Always provided that the voyage can be safely undertaken by vessels as described in clause E
above, and that depth of water allows such vessels to reach and leave places of loading and
discharging and be always safely afloat:
Loading shall be at maximum 2 safe ports/places in the range of
excluding
Discharging shall be at maximum 2 safe ports/places in the range of
excluding
FREIGHT
Freight rate shall be per cent of the applicable rate of
Worldscale in force at the date of commencement of loading for each voyage, and all other
terms of Worldscale then in force shall apply.
Freight shall be due and payable:
At the time of
to (Bank and place)
Account No.
To the credit of
DEMURRAGE
Demurrage rate shall be per cent of the applicable
rate of Worldscale in force at the date of commencement of loading for each voyage, and all
other terms of Worldscale then in force shall apply.

		ne vessel is carrying a part cargo under this contract, demurrage shall be based on bill of ag quantity plus metric/long tons of 2240 lbs.	109 110		
	nece copi closi	oon as the documents and information relating to loading and discharging operations and ssary for calculation of demurrage are available, Owners shall invoice their claim, enclosing es of such documents. Owners and Charterers shall both have a duty to co-operate in disning the documents and information without delay. Demurrage incurred shall be payable by terers on receipt of Owners' invoice	111 112 113 114 115		
(I)	LAT	E PAYMENT OF FREIGHT AND DEMURRAGE	116		
	(a)	Interest: Freight received after the due date shall bear interest at	117 118 119 120		
	(b)	Cancelling: If Charterers have failed to pay freight when due, Owners may give Charterers notice that unless they pay within 144 running hours of receipt of Owners' notice, the Owners shall be entitled to cancel the remaining quantities under this contract. This option must be exercised during the first two weeks after the expiry of the said hours.	121 122 123 124		
	(c)	Suspension: As long as any freight or undisputed demurrage under this contract is due but not paid, Owners shall not be obliged to:	125 126		
		 (i) nominate further tonnage hereunder, (ii) let vessel proceed to loading or discharging port, (iii) load or receive cargo for shipment, (iv) issue bills of lading for any cargo received or loaded, or (v) discharge or deliver cargo. 	127 128 129 130 131		
		Time lost thereby to any vessel held ready for loading or for nomination shall count as laytime or as time on demurrage. Charterers shall hold Owners harmless in respect of any third party claims arising from such suspension.	132 133 134		
	(d)	Liability: Whether or not Owners exercise their rights under (b) or (c), no claim they may for any reason have on Charterers shall be prejudiced thereby.	135 136		
	(e)	Lien: Owners shall have a lien on all cargoes carried hereunder for all claims and costs of recovering same.	137 138		
(J)	CHARTERERS' OPTION OF CANCELLING FOR LATE ARRIVAL 13				
	tere	icelling for late arrival shall have effect for the voyage in question only. However, if Charers have exercised their option to cancel on three or more occasions, they shall on the third any subsequent occasion have the right to cancel the remaining part of this contract.	140 141 142		
		ether or not Charterers exercise their option of cancelling, no claim they may for any reason e on Owners shall be prejudiced thereby.	143 144		

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4	At the time of
t	O (Bank and place)
,	Account No.
	To the credit of
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		ether or not Charterers exercise their option of cancelling, no claim they may for any reason we on Owners shall be prejudiced thereby.	143 144

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(K)	WAR CANCELLATION	145
	In the event of the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries: The United Kingdom, The United States of America, France, Japan, The Union of Soviet Socialist Republics, The People's Republic of China and	146 147 148 149
	either party may cancel this Contract.	150
(L)	CHARTER PARTY INCORPORATED	151
, ,	Each voyage under this contract shall be performed subject to the terms of INTERTANKVOY 76, Part II, as attached. Furthermore, Part I of INTERTANKVOY 76 shall be filled in for each voyage.	152 153 154
	In the event of a conflict between the terms of the voyage charter party and the present Contract of Affreightment, the latter shall prevail.	155 156
(M)	RESPONSIBILITY	157
, ,	Responsibility for any failure of delay in performance of this Contract and Charter Parties for voyages hereunder shall be subject to Clause 25 of INTERTANKVOY 76, Part II.	158 159
(N)	COMMISSION	160
	A commission on freight, deadfreight and demurrage of	161 162 163
	and fall due when Owners receive payment. Should the parties agree to cancel this Contract, Owners to indemnify the Brokers against any loss of commission based on an estimate of gross freight earnings for the remaining period, up to a maximum of one year.	164 165 166
(O)	GOVERNING LAW AND ARBITRATION	167
` '	This contract shall be governed by English law.	168
	Any dispute arising under the contract or the charter parties hereunder shall be decided by arbitration in London in accordance with INTERTANKVOY 76, Clause 32.	169 170
	Even when a form of charter party other than Part II of INTERTANKVOY 76 is agreed to be incorporated herein, the above provisions as to governing law and arbitration shall prevail.	17: 17:
(P)	NAME AND ADDRESS FOR NOTICES	17: 17:
	(To be inserted where applicable) To Owners	17
		170
	(address)	17 ¹
	(telegraphic address) (telex)	17
	To Charterers	18 18
	(address)	18
		18 18
	(telegraphic address)(telex)(telex)	10

(Q)	SPECIAL PROVISIONS	18
	Special provisions	
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CHARTERERS

OWNERS