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0 ratings0% found this document useful (0 votes)36 viewsThis document outlines the terms of a tanker voyage charter party agreement between the Owner and Charterer for the transportation of petroleum and its products. It includes details on the v...catarinalemosvanguardshippingSaveSave Asbatankvoy For Later0%0% found this document useful,
undefined 0 ratings0% found this document useful (0 votes)3K viewsThis document is a tanker voyage charter party between an owner and charterer. Some key details: - The owner agrees to transport cargo for the charterer aboard their tanker vessel. - Carg...SaveSave Asbatankvoy Charter Party For Later0%0% found this document useful,
undefined Association of Ship Brokers & Agents (U.S.A.), Inc. CODE WORD FOR THIS CHARTER PARTY: October 1977 ASBATANKVOY TANKER VOYAGE CHARTER PARTY PREAMBLE Place Date IT IS THIS DAY AGREED between chartered owner/owner (hereinafter called the "Owner") of the (hereinafter called the "Vessel") SS/MS (hereinafter called the "Vessel") SS/MS (hereinafter called the "Owner") of the (hereinafter called the "Vessel") SS/MS (hereinafter called the "
called the "Charterer") and that the transportation herein provided for will be performed subject to the terms and conditions of Part I will prevail over those contained in Part II. PART I A. Description and Position of Vessel: Printed by
BIMCO's idea Deadweight: tons (2240 lbs.) Classed: Loaded draft of Vessel on assigned summer freeboard tons (of 2240 lbs. each) Capacity for cargo: Coated: Yes No % more or less, Vessel's option. Last two cargoes: Laydays: Commencing: C. in. in salt water. Expected Ready: Now: B. ft. Cancelling: Loading Port(s): Charterer's Option
D. Discharging Port(s): Charterer's Option E. Cargo: Charterer's Option F. Freight Rate: G. Freight Rate: G.
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between the original ASBA approved document and this computer generated document. 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:
                                                                                                                                                                                                                    Printed by BIMCO's idea 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 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 be at the rate stipulated in Part I and shall be computed in Interval 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 and the rate specified in Part I hereof on the difference between the intake quantity and the rate specified in Part I hereof on the difference between the intake quantity and the rate specified in Part I hereof on the difference between the intake quantity and the rate specified in Part I hereof on the difference between the intake quantity and the rate specified in Part I hereof on the difference between the intake quantity and the rate specified in Part I hereof on the difference between the intake quantity and the rate specified in Part I hereof on the difference between the intake quantity and the rate specified in Part I hereof on the difference between the intake quantity and the rate specified in Part I hereof on the difference between the intake quantity and the rate specified in Part I hereof on the difference between the rate specified in Part I hereof on the difference between the rate specified in Part I hereof on the difference between the rate specified in Part I hereof on the difference between the rate specified in Part I hereof on the difference between the rate specified in Part I hereof on the difference between the rate specified in Part I hereof on the difference between the rate specified in Part I hereof on the difference between the rate specified in Part I hereof on the difference between the rate specified in Part I hereof on the difference between the rate specified in Part I hereof on the difference between the rate specified in Part I hereof on the difference between the rate specified in Part I hereof on the difference between the rate specified in Part I hereof on the difference between the rate specified in Part I hereof on the difference between the rate specified in Part I hereof on the difference between the rate specified in Part I hereof on t
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 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: On a voyage to a port or ports in: ST. KITTS Caribbean or U.S. Gulf loading port(s) PORT SAID Eastern Mediterranean or Persian Gulf loading port(s) from ports west of Port Said.)
Association of Ship Brokers and Agents (U.S.A.), Inc. (ASBA). Any insertion or deletion to the form must be clearly visible. In the event of any modification made to the pre-printed text of this document that is not clearly visible, the text of the original ASBA approved document shall apply. BIMCO and ASBA assume no responsibility for any loss,
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Vessel's arrival at or off the following places: On a voyage to a port or ports in: Place LAND'S END United Kingdom/Continent (Bordeaux/Hamburg range) or Scandinavia (including Denmark) SUEZ Mediterranean (from Persian Gulf) GIBRALTER Mediter
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
cancelling date stipulated in Part I, the Charterer shall have the option of cancellation within twenty-four (24) hours after such cancellation within twenty-four (24) hours after 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 sealoading 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. 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 as elsewhere herein 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, additional agency 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 Charterer.
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 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, 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 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
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assume no responsibility for any loss, damage or expense as a result of discrepancies between the original ASBA approved document and this computer generated document. Printed by BIMCO's idea 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
shipped which has a vapor pressure at one hundred degrees Fahrenheit (100°F.) 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 (115°F.) (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 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 topping off Crude Oil from vessels or barges inside or outside the bar at any port or place where bar conditions exist.
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 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 one of the particular grouping or combination shall not count as used laytime.
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 as specified in Clause 1. 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 liable for any resulting delay. (b) FUMIGATION. If the Vessel, prior to or after entering upon this Charter, has docked
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 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; 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, 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 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 or Owner, nor the Charterer, shall, unless otherwise in this document is a computer generated ASBATANKVOY form printed by BIMCO's idea with the
permission of the Association of Ship Brokers and Agents (U.S.A.), Inc. (ASBA). Any insertion or deletion to the pre-printed text of this document that is not clearly visible, the text of the original ASBA approved document shall apply. BIMCO and ASBA assume no responsibility
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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 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
Chatter 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 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 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 responsibilities or liabilities or liab
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 and special charges incurred in respect of the cargo. If a salving ship is owned or operated by the Owner, salvage shall be paid for as fully as if the said salving 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 and any salvage and special charges thereon shall, if required, be made by the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo and any salvage and special charges thereon shall, if required, be made by the cargo and any salvage and special charges thereon shall, if required, be made by the cargo and any salvage and special charges thereon shall, if required, be made by the cargo and any salvage and special charges thereon shall are salvage and special charges the cargo and any salvage and special charges the cargo and special charges the ca
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 Owner, unless otherwise mutually agreed, by an Adjuster appointed by the Owner, unless otherwise mutually agreed, by an Adjuster appointed by the Owner, unless otherwise mutually agreed, by an Adjuster appointed by the Owner, unless otherwise mutually agreed, by an Adjuster appointed by the Owner, unless otherwise mutually agreed, by an Adjuster appointed by the Owner, unless otherwise mutually agreed, by an Adjuster appointed by the Owner and approved by the Owner and approved by the Owner, unless otherwise mutually agreed, by an Adjuster appointed by the Owner and approved 
General Average Agreements and/or Security shall be furnished by Owner and/or Charterer, 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 furnished by Owner and/or Charterer, 
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 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 as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the 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 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 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 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 This document is a computer generated ASBATANKVOY form printed by BIMCO's idea with the permission of the Association of
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as a result of discrepancies between the original ASBA approved document and this computer generated document. Printed by BIMCO's idea 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 fulfilment 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 discharged at any such other port within the respective range of loading or discharged at any such other port within the respective range of loading or discharged at any such other port within the respective range of loading or discharged at any such other ports established under the provisions of the Charter Party, the Charter Party shall be read in respective
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 
call, stoppages, destinations, zones, waters, delivery or in any otherwise whatsoever given by the 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. If by reason of or in compliance with any such directions or recommendations.
compliance with any such direction or recommendation the Vessel does not proceed to the port or 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 fulfilment of the 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 for freight and all such expenses. (vii) DEVIATION CLAUSE. The Vessel shall have a lien on the cargo for freight and all such expenses. (vii) DEVIATION CLAUSE.
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, 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 not are incurred in any action hereunder.
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 arbitration. If the other party shall not, by notice served upon an officer of the first
moving party within twenty days of the service of such first notice, appoint its arbitrator to arbitrator to arbitrator to arbitrator, who shall be a disinterested person with precisely the same force and effect as if said second arbitrator has been described, 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 described.
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 appointment of the appointment of a third arbitrator may apply to a Judge of any court of maritime jurisdiction in the city above-mentioned for the appointment of the ap
such Judge on such application shall have precisely the same force and effect as if such 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 judgement 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 thearing and determination.
Vessel. However, Charterer shall always remain responsible for the fulfilment of this Charter in all its terms and conditions. 26. OIL POLLUTION CLAUSE. Owner agrees to participate in Charter in all its terms and conditions. 26. OIL POLLUTION CLAUSE.
nature, except under extreme circumstances whereby the safety of the vessel, cargo or life at sea would be imperilled. Upon notice being given to the Owner will instruct the Master to retain on board the vessel This document is a computer generated ASBATANKVOY form printed by
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water separated to be discharged overboard. If the Charterer requires 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 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 Charterer agrees to pay freight as per the terms 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. This document is a computer
generated ASBATANKVOY form printed by BIMCO's idea with the permission of the Association of Ship Brokers and Agents (U.S.A.), Inc. (ASBA). Any insertion or deletion to the form must be clearly visible. In the event of any modification made to the pre-printed text of this document that is not clearly visible, the text of the original ASBA approved
document shall apply. BIMCO and ASBA assume no responsibility for any loss, damage or expense as a result of discrepancies between the original ASBA approved document and this computer generated document. BILL OF LADING Shipped in apparent good order and condition by on board the whereof Steamship/Motorship 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 whatsoever of the said charter/contract 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 Printed by BIMCO's idea
text of the original ASBA approved document shall apply. BIMCO and ASBA assume no responsibility for any loss, damage or expense as a result of discrepancies between the original edition of ASBATANKVOY has become outdated since it was published by ASBA in 1977
Since then, various aspects of modern tanker trade have changed along with the regulatory framework such as safety, security and marine environment protection, including oil pollution. "The 2025 edition brings the form up to date with modern tanker trade. Throughout the process of updating the form, the joint BIMCO/ASBA subcommittee has
provisions have been inserted or updated to the 1977 version with the aim of providing an updated form which still resembles the original, as requested by respondents in the initial consultation process. "Since its introduction in 1977, the ASBATANKVOY charter party has been recognised for carefully balancing the interests of owners and
charterers. For this reason, it has become the most widely used independent tanker voyage charter party in the world. With ASBATANKVOY 2025, our subcommittee has succeeded in maintaining this balance while modernising the form by incorporating the latest operational advancements, legal and regulatory developments, communication
practices and environmental considerations," says Søren Wolmar, Senior Partner at Quincannon Associates, Inc. and ASBA Co-chair of the subcommittee. The arbitration provision has been updated and, like BIMCO's Law & Arbitration Clause 2020, caters for four named arbitration venues, namely New York, London, Singapore and Hong Kong.
Contrary to the original form, the 2025 edition includes New York as a default venue. Due to the more comprehensive nature of the updated form, it should not be necessary to add as many rider clauses to ASBATANKVOY 2025 as compared with the 1977 edition. Rider clauses are additional terms that either replace or augment the original clauses
The reduced need for such clauses in ASBATANKVOY 2025 will limit the risk of inconsistency between standard provisions and rider clauses thereby increasing contractual and legal certainty. Stephen Harper & Søren Wolmar About BIMCO is the world's largest international shipping association, with over 2,000 members in more than 130
countries, representing 62% of the world's tonnage. Our global membership includes ship owners, operators, managers, brokers, and agents. BIMCO is a non-profit organisation. About ASBA The Association of Ship Brokers & Agents (USA) Inc. is a non-profit independent membership trade association, established in 1934, that brings together
member Ship Brokers, Agents and Affiliates with offices in the United States and Canada. ASBA advances and fosters the ideals and standards of professional conduct and practices and is a medium through which members with common interests can communicate. ASBA is the copyright holder of ASBATANKVOY and several other of the world's most
widely used charter party forms. This document outlines the conditions and terms of a tanker voyage charter party, addressing issues such as freight payments, cargo specifications, and responsibilities in the event of delays or damages. Key clauses include limitations on the type of cargo allowed, cleaning and fumigation requirements, and
provisions outlining general exceptions to liability. The charter party is presented as a template based on the ASBATANKVOY format, licensed from the Association of Ship Brokers & Agents.
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