0. Definitions

Throughout this publication the intended meaning of following words are:

- “Shall” indicates the application of a procedure is mandatory
- “Should” indicates the application of a procedure is recommended
- “May” and “need not” indicates the application of a procedure is optional
- “Will” indicates future time. It never indicates any degree of requirement for application of a procedure.
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1. **Laws and Regulations**

With respect to the Vessel(s) supplied by Owner to Charterer under the terms of this Agreement, Owner warrants that each such Vessel is built, equipped, operated and maintained to comply with the following:

1.1 One of the following IMO codes, whichever applies to the Vessel according to applicable law:
   - Code for Existing Vessels Carrying Liquefied Gases in Bulk
   - International Code for the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk (IGC)

Requirements of Charterers, as delineated in these GAS TANKER SAFETY RULES AND REGULATIONS, which exceed the requirements of IMO Code applicable to the Vessel shall be complied with in addition to the Code requirements.

1.2 The laws and regulations of the country of said Vessel's registry; the laws and regulations of each of the countries at which said Vessel calls for loading, discharging or any other operation, and any other rules and regulations which are applicable to Vessel during voyage(s) under this Agreement, provided that such rules and regulations are applicable at the time of "fixture" of this Agreement.

1.3 The regulations of harbour authorities and the safety regulations of the Charterer's designated shore installations in each of the ports at which said Vessels calls for loading, discharging or any other operation.

1.4 In the event that any of the laws and regulations specified in Articles 1.1 to 1.3 above so require, each such Vessel shall have on board valid certificates of compliance and/or any other required certificate, record or document that indicates that transport of the Charterer's product on the Vessel, under the terms of the Agreement, is allowed.
2. **Crew**

Prior to arrival at the loading and discharge ports, the Vessels shall provide a crew list to the dock master. With respect to the Vessel(s) supplied by Owner to Charterer under the terms of this Agreement, Owner warrants that each such vessel is manned and operated to comply with the following:

2.1 "The International Convention on Standards of Training, Certification and Watch keeping for Seafarers, 1978" (SCTW) and the resolutions adopted by the International Conference on Training and Certification of Seafarers, 1978, the requirements of the country of Vessel's registry, as well as any additions or amendments hereto.

2.2 The master, officers and crew are aware of and have been properly instructed as to the properties and the hazards of the cargo to be carried and the requirements for safe handling of such cargo, and are instructed in the nature of actions which shall be taken in emergencies concerning cargo involved. They shall do whatever necessary for safe handling of such cargo.

For those persons on board trained and qualified to serve on a gas carrier in accordance with article 2.1 above, certificates or documents of proof of training or experience shall be on board the Vessel.

2.3 Changes of officers and crew prior to, or during loading and discharging, is not allowed unless permission has been obtained from Charterer or his representative. Owner's notice concerning replacement of master, chief officer or chief engineer shall include the name(s), nationality, qualification and experience of the replacement(s).

2.4 The master, chief officer and officer on duty are conversant in the English language. The crew members with cargo duties on deck shall be conversant in the English language.

2.5 The master, officers and crew of each such Vessel will comply with such safety and operating procedures for loading, discharging and/or any other operation as may from time to time be issued in writing by Charterer or its representatives, and such persons shall comply with verbal instructions in relation to loading, discharging and/or any other operation given by Charterer or its representatives, provided same is deemed by master safe and in compliance with Owner's instructions and international laws and regulations.
3. **Tanks and Cargo Handling Equipment**

With respect to the Vessels supplied by Owner to Charterer under the terms of this Agreement, Owner warrants that each such Vessel is built, equipped, operated and maintained to comply with the following:

3.1

Each cargo tank has:

- Reliable and properly functioning level reading instruments.
- Level reading instruments and sampling connections which are properly accessible.
- Accurate and approved sounding tables for quantity determination on board.
- Adequate connections for sampling at bottom, 50% and top tank levels and at cargo pump discharge.

Slip tubes are not allowed for level reading, nor as sampling connections. Owner shall provide proper means to avoid an uncontrolled or unanticipated opening of the Vessel cargo containment system during cargo loading, carriage and unloading under this charter. Screwed connections and fittings shall be properly locked to prevent uncontrolled or unanticipated loosening.

3.2

All equipment such as, but not limited to, temperature, pressure, and high level reading instruments, recorders, alarms and shut down systems shall be reliable and properly functioning.

3.3

For fully pressurized and semi refrigerated (FP/SR) vessels no bellows or similar expansion joints shall be allowed in the Vessel's liquid cargo pipelines except with the prior approval of the Charterer. Such approval shall be obtained, in writing, from Charterer at the time that the vessel is nominated or contracted for Charterer's service. Such Charterer approval shall not relieve Owner of being solely and full responsible for all failures of such vessel bellows/expansion joints.

3.3.1

For fully refrigerated (FR) gas tanker bellows or similar expansion joints may only be allowed in the Vessel's liquid cargo lines when properly installed and in good condition. A regular inspection schedule shall be in place. Such schedule shall be submitted to Charterer or his representative for inspection upon request. Charterer approval of said bellows/expansion joints and/or inspection / maintenance schedule shall not relieve Owner of being solely and fully responsible for all failures of such Vessel bellows/expansion joints.
3.4
For the simultaneous carriage of two or more of the liquefied gases Butane, Butadiene, Butylene, Propane, Propylene, and Ethylene, or mixtures of these gases, or any other product to be transported on the Vessel, following to apply:
"Fully segregated" cargo piping and "fully segregated" piping on related liquid and vapour drains is required. For the purpose of this clause, segregation is preferably done by the removal of pipeline spool pieces, alternatively the use of “double block and bleed” may be acceptable.

Combined piping is only acceptable on outlets of safety valves of the tanks. Any deviation, or product combination not mentioned, shall be submitted in writing to the Charterer for its approval and required segregation.

3.5
All Vessel cargo tanks shall be equipped with high level switches to activate a high level alarm, and to initiate an automatic shut down of the cargo pumps and closure of the cargo tank valves, except those valves used to prevent tank over-pressure.
Pressure relief valves (PSV) discharging liquid gas from the cargo piping system should discharge back into the cargo tanks and not to atmosphere. PSV's on booster pumps should discharge into the suction side of the pump, and not to atmosphere. If, for technical reasons, this is not possible, a liquid collector for the PSV liquid gas release is acceptable, if equipped with a switch to activate an automatic shutdown of cargo pumps and closure of the cargo tank valves.

3.6
Manifolds shall be easily accessible and their surroundings free of obstacles to allow safe connection of loading arms. Connection flanges outside the normal manifold zone are not allowed for the connection of loading arms.

The manifold position shall be:
- about amidships
- minimum two (2) meters from ship's railing
- approx. one (1) meter above working deck

The size of the liquid flange connection shall be minimum six (6) inches and for the vapour connection, minimum four (4) inches. Any deviations shall be notified in writing to Charterer.

3.7
In case the Vessel's cargo heater is to be used at Charterers nominated berth, only a heat exchanger with a direct heat transfer medium other than water will be allowed except with the prior approval of the Charterer. Such Charterer approval shall not relieve Owner of being solely and fully responsible for the design and operation of such Vessel cargo heaters.
3.8
The Vessel shall have on board during all cargo loading and unloading operations, up-to-date piping, electrical and instrument drawings/diagrams. The language on these drawings/diagrams shall be in English and understandable by the Vessel engineer in charge. These drawings/diagrams shall contain all valves, drains and vents. Copies of these drawings/diagrams shall be submitted to Charterer or his representative for inspection upon request.

3.9
Suitable flame protection screens shall be fitted on all Vessel cargo tank vent outlets. Vessel cargo tank outlets shall be provided with readily renewable and effective flame protection screens. Due attention shall be paid to the design of such flame protection screens and vent heads so as to avoid the possibility of blockage of these devices by the freezing of cargo vapour or by icing up in adverse weather conditions or by any other means of blockage.

3.10
Vessels permitted to carry clean petroleum products under this Agreement shall be equipped with water sampling points fitted at the lowest part of each tank. If one tank consists of two parts divided by a bulkhead and connected by a bulkhead valve, each part has to be equipped with the above mentioned water sampling point.

3.11
All open ended valves and drains associated with the cargo handling operations shall be blind flanged and fully bolted or similarly plugged.

3.12
All screwed in fittings with the piping system with a diameter smaller than 25 mm have to be additionally secured.

3.13
All relevant alarms as there are but not limited to gas detection, ESD activation, tank overflow, etc have to be audible and visible on deck.

3.14
The dock master of the jetty shall be informed directly about any leakage of gas on board of the Vessel alongside the jetty. Such a leakage shall be deemed as non-compliance as mentioned under Chapter 6 of these GAS TANKER SAFETY RULES AND REGULATIONS.
4. **Cargo Transfer Operations**

With respect to the Vessels supplied by the Owner to Charterer under this Agreement, Owner warrants that each such Vessel shall comply with the following:

4.1 Venting of any product to the atmosphere is not allowed.

4.2 If not advised at the time of conclusion of this Agreement, information about the three previous cargoes as well as about the content of the cargo tanks before loading shall be submitted by the Owner to the Charterer at least 72 hours before the estimated time of arrival at the loading port. If duration of voyage or other circumstances make this impossible, notification as required above shall be given as soon as possible before arrival at loading port. The Charterer shall determine the required cargo tank condition. For details of the required cargo tank condition prior to loading the various gases or liquids, reference is made to the Attachment 1 hereto incorporated, which is to be considered as a guideline only.

4.3 During the visual inspection, as mentioned in Attachment 1, the Vessel's crew shall, on request of Charterer or his representative, give full cooperation in opening tanks and lines, removal of spool pieces, installation of blinds and all activities necessary for a thorough and safe inspection.

4.4 The master of the Vessel shall advise the valve closure time of the Emergency Shut Down (E.S.D.) system. To assure safe transfer in case of short E.S.D. valve closing time, Charterer reserves the right to limit the product transfer rates in order to keep the pressure, as result of an activated E.S.D. system, below the safety valve settings on board of the Vessel as well as ashore, at no cost to the Charterer.

4.5 Discharge of cargo is only permitted if all cargo protection instruments and/or devices are available and functioning. While the Vessel is alongside Charterer's discharge berth, overriding any instrument and/or device by a key or other means is not permitted, unless agreed to by the Charterer or its representative. Such agreement by Charterer shall not relieve Owner of being solely and fully responsible for all such overrides.

When loading cargo, Owner shall take into account all possible vessel trims and cargo characteristics, as well as the maximum permitted liquid level in the tanks, and inform the Charterer of any potential situations, which may place the Vessel in a condition where any instrument and/or device may have to be overridden upon cargo discharge, and shall inform Charterer of same.
4.6
Master shall allow the installation of additional shore gas detection devices on board of the Vessel during loading or unloading operations.

The cargo instrumentation of the Vessel shall be continuously monitored by competent members of the Vessel crew during cargo loading and unloading operations. All alarm warning devices (audible and/or visual) for gas detection, as well as for all other purposes, shall be effective to ensure immediate response by the Vessel's officers and crew.

4.7
For discharging operations the Vessel shall provide a method of activating the Vessel's E.S.D. system from a place located on the dock, which may be activated by the Charterer's representative in the event of an emergency.

4.8
Transferring of foreign objects from the Vessel's cargo systems (Vessel cargo equipment and piping arrangements) to the shore installation shall be avoided. The Vessel shall have adequate facilities to prevent such transfer.

4.9
Maintenance activities performed on board the Vessel while at Charterer's dock facilities shall only be done with prior consultation and permission of the dock master.
5. **Inspection on Board of Vessels**

With respect to the Vessels supplied by Owner to Charterer under the terms of the Agreement, Owner warrants that each such Vessel has passed a CDI and/or SIRE inspection and is operated and instructed to comply with the following:

5.1 Charterer or his designated representative shall have the right to board and inspect Vessels supplied by Owner under the terms of this Agreement, both before, during and after loading/unloading or transferring of cargo or any other operation in port. Charterer shall not be obliged to inspect the Vessel. Acceptance of Vessel by Charterer or its representative does not relieve Owner or master of any of their obligations or responsibilities under the Agreement.

5.2 Upon request of the Charterer or its representative, the master of the Vessel shall allow for inspection and testing of all equipment such as, but not limited to:

- Cargo handling equipment such as pumps, valves, compressors, temperature and pressure indicators, etc.
- Cargo safety equipment such as E.S.D., gas detection, fire fighting equipment etc.
  Master and crew shall give full cooperation for these tests

Cargo tanks, pumps and liquefaction equipment shall be easily accessible for visual inspection.

5.3 All activities such as, but not limited to, sampling, gauging etc. and inspections of Charterer or his representative on board the Vessel shall be carried out in presence of the master of the Vessel or his authorised representative.

5.4 The master of the Vessel shall provide a copy of the Vessel's emergency procedures to the Charterer's representative upon request.

5.5 The master of the Vessel shall inform the Charterer's representative of any unusual circumstances on board the Vessel which may affect the cargo operation.
6. Non-compliance

6.1 Charterers have the right to refuse to begin cargo operations, or to discontinue cargo operations and de-berth the Vessel without any liability whatsoever towards Owner if Vessel, master, crew or his agents do not fulfil articles 1.1, 1.2 and 1.4 herein. Charterers shall have the option to re-berth the Vessel in turn upon correction to Charterer's satisfaction of non-compliance items.

6.2 Charterers have the right to refuse to begin cargo operations, or to discontinue cargo operations until such time that all areas of non-compliance with any other of the articles herein have been corrected to the reasonable satisfaction of Charterers, at no cost to Charterers.

6.3 Owner shall hold Charterer harmless against all claims of third parties in relation to non-compliance with warranties mentioned under this Agreement. Charterer shall be indemnified by Owner for all damages which may incur directly or indirectly as a result of such non-compliance.

6.4 This article shall not limit Charterer's right to refuse to berth, load or discharge Vessel if Owner does not comply with its other obligations under this Agreement and shall be in addition to any other rights Charterer may have under this Agreement.
7. Presentation

7.1 Explanation of symbols

O2 Content : The permissible oxygen (O2) content vapour phase in volume percent
Dew point : The dew point in degrees Celsius
W : Water wash
V : Visual inspection
N2 : Nitrogen purge only
N2/I : Nitrogen or Inert gas purge
L.F. : Cargo tanks, lines, cooling equipment, etc. shall be Liquid Free
Rest vap. : Amount of previous cargo permitted in the vapour phase at tank bottom level in volume percent.

Remarks:

1. Vessels shall arrive with a tank pressure of 0.5 bar gauge in order to enable vapour sampling.

2. Vessels with refrigerated last cargo shall arrive with tank temperature greater than 0 degrees Celsius if purging is required.

3. Entry into tanks is only allowed when tanks are under breathable air (20.8 percent O2) and TLV (Threshold Limit Value) of tank atmosphere is <50 percent of TLV of last cargo.

4. Loading of ethylene and polymer grade propylene on previous cargo of propane or C3 mixtures containing unacceptable concentration of C4 or water requires visual inspection and nitrogen purge prior to loading.

5. Loading of propylene oxide in tanks which have contained inhibited cargoes such as butadiene, VCM, etc. shall only be allowed if cargo tanks are absolutely free of inhibitor residue.

This attachment shall be regarded as a minimum guideline only. The final cargo tank conditions prior to loading will be given by the Charterers. Notwithstanding anything else contained herein, Owners remain fully responsible for maintaining the condition of the cargo as it is received on board the Vessel.
7.2
Guidelines for Cargo tanks conditioning prior to loading Liquefied Gases and Propylene Oxide

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<th>Butadiene</th>
<th>Raff. 1 (Butylene)</th>
<th>C4 Raff.</th>
<th>Ethylene</th>
<th>Propane</th>
<th>Propylene Polymer Grade</th>
<th>Propylene Chemical Grade</th>
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<tr>
<td>Next cargo</td>
<td>O2 content</td>
<td>Butane</td>
<td>Butadiene</td>
<td>Raff. 1 (Butylene)</td>
<td>C4 Raff.</td>
<td>Ethylene</td>
<td>Propane</td>
<td>Propylene Polymer Grade</td>
</tr>
<tr>
<td>------------</td>
<td>------------</td>
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<td>------------------------</td>
</tr>
<tr>
<td>V.C.M. Rest Vap.</td>
<td>&lt;0.2%</td>
<td>W, V, N2/I</td>
<td>V, N2/I</td>
<td>V, N2/I</td>
<td>V, N2/I</td>
<td>V, N2</td>
<td>V, N2</td>
<td>V, N2</td>
</tr>
<tr>
<td>Crude C4 Rest Vap.</td>
<td>&lt;0.3%</td>
<td>L.F.</td>
<td>N2/I &lt;5%</td>
<td>N2/I &lt;5%</td>
<td>N2/I &lt;5%</td>
<td>V, N2</td>
<td>N2/I &lt;5%</td>
<td>V, N2</td>
</tr>
<tr>
<td>Dew point</td>
<td>&lt;40°C</td>
<td>&lt;-25°C</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: The table above lists the next cargo and its corresponding O2 content, along with the necessary precautions and requirements for handling the cargo.*