

The image shows the exterior of a grand Gothic building, likely a court or government building. The facade is made of light-colored stone and features a central coat of arms with a crown and two lions. Below the coat of arms is a large, ornate stone sculpture of a figure. To the right, there is a tall, narrow window with a decorative canopy. The building has multiple levels of windows and intricate carvings. A red semi-transparent box is overlaid on the lower left portion of the image, containing text.

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To what extent are Charterers under a T/C required to provide bunkers in reliance on/ accordance with the engine specification in the C/P?

Michael Collett QC

*“stone cold bonkers”*



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# Bunker Quality Problems

- **2018 – Houston, Panama, Singapore**
- **1990s – Used lubricating oil**
- **1997 - Polypropylene**

# NYPE 1946

- Clause 2 of NYPE 1946:

“That the Charterers shall provide and pay for all the fuel except as otherwise agreed.”

- Wilford, *Time Charters* (4<sup>th</sup> Ed., 1995):

“the charterers must provide bunkers that are of reasonable general quality and suitable for the type of engines fitted to the particular ship. They will not be obliged to meet any unusual requirements of engines, beyond those to be expected of their type, unless these have been drawn to their attention by the owners in advance.”

# NYPE 1993

- Clause 7:

“The Charterers, while the Vessel is on hire, shall provide and pay for all the bunkers except as otherwise agreed”

- Clause 9(b):

“The Charterers shall supply bunkers of a quality suitable for burning in the Vessel’s engines and auxiliaries and which conform to the specification(s) as set out in Appendix A.”

# ISO 8217:2005

- Clause 5.1:

## “5 General Requirements

5.1 The fuels shall be homogeneous blends of hydrocarbons derived from petroleum refining. This shall not preclude the incorporation of small amounts of additives intended to improve some aspects of performance. The fuels shall be free of inorganic acids and from used lubricating oils.

The fuel shall not include any added substance or chemical waste which

- a) jeopardizes the safety of ships or adversely affects the performance of the machinery; ...”

# ISO 8217:2010 and 2012

## “5 General Requirements

5.2 The fuel shall be a homogeneous blend of hydrocarbons derived from petroleum refining. This shall not preclude the incorporation of additives intended to improve some aspects of the fuel’s characteristics and performance. The fuel shall be free from inorganic acids and used lubricating oils.

5.3 Fuels shall be free from any material that renders the fuel unacceptable for use in marine applications.

5.5 The fuel shall not contain any additive at the concentration used in the fuel, or any added substance or chemical waste that

- a) jeopardizes the safety of the ship or adversely affects the performance of the machinery; ...”

# ISO 8217:2017

“5.2 The fuel shall be free from any material at a concentration that causes the fuel to be unacceptable for use in accordance with Clause 1 (i.e. material not at a concentration that is harmful to personnel, jeopardizes the safety of the ship, or adversely affects the performance of the machinery).

5.3 Subject to the requirements of 5.1 and 5.2, additives that improve some aspects of the fuel’s characteristics or performance are permitted.”

# Annex VI of MARPOL

- Regulation 18.3 of Annex VI:

“.1.1 the fuel oil shall be blends of hydrocarbons derived from petroleum refining. This shall not preclude the incorporation of small amounts of additives intended to improve some aspects of performance;

.1.2 the fuel oil shall be free of inorganic acid; and

.1.3 the fuel oil shall not include any added substance or chemical waste that:

.1.3.1 jeopardizes the safety of ships or adversely affects the performance of the machinery, or

.1.3.2 is harmful to personnel, or

.1.3.3 contributes overall to additional air pollution”

## BIMCO's Bunker Quality Control Clause for Time Chartering

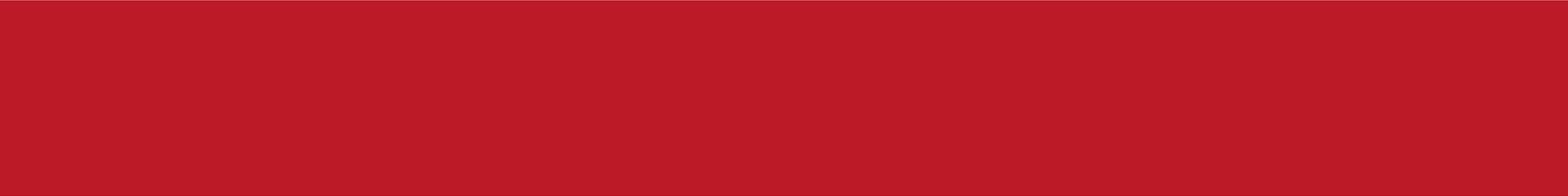
“(1) The Charterers shall supply bunkers of a quality suitable for burning in the Vessel’s engines and auxiliaries and which conform to the specification(s) mutually agreed under this Charter.”

“(4) The fuel samples shall be retained by the Vessel for 90 (ninety) days after the date of delivery or for whatever period necessary in the case of a prior dispute and any dispute as to whether the bunker fuels conform to the agreed specification(s) shall be settled by analysis of the sample(s) by (...) or by another mutually agreed fuels analyst whose findings shall be conclusive evidence as to conformity or otherwise with the bunker fuels specification(s).”

# NYPE 2015

Clause 9(d):

“(i) The Charterers shall supply bunkers of the agreed specifications and grades: [specify]. The bunkers shall be of a stable and homogeneous nature and suitable for burning in the Vessel’s engines and/or auxiliaries and, unless otherwise agreed in writing, shall comply with the International Organization for Standardisation (ISO) standard 8217:2012 or any subsequent amendments thereof. If ISO 8217:2012 is not available then the Charterers shall supply bunkers which comply with the latest ISO 8217 standard available at the port or place of bunkering.”



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