

ETS – EMISSION SCHEME FREIGHT CLAUSE FOR VOYAGE CHARTER PARTIES 2023

Notwithstanding any other provision in this Charter Party, the Owners and the Charterers (the "Parties" and each individually a "Party") agree as follows:

"Emission Allowances" means an allowance, credit, quota, permit or equivalent, representing a right of a vessel to emit a specified quantity of greenhouse gas emissions recognised by an Emission Scheme.

"Emission Scheme" means a greenhouse gas emissions trading scheme which for the purposes of this Clause shall include the European Union Emissions Trading System and any other similar systems imposed by applicable lawful authorities that regulate the issuance, allocation, trading or surrendering of Emission Allowances.

- a. The freight due under this Charter Party is inclusive of all costs arising from the surrender of Emission Allowances corresponding to the Vessel's emissions under the scope of the applicable Emission Scheme for the voyage(s) performed under the Charter Party.
- b. Upon receipt of payment of freight in full from the Charterers and subject always to subclause (c), the Owners shall have no right of recourse against the Charterers in respect of the costs arising from the surrender of Emission Allowances corresponding to the Vessel's emissions under the scope of the applicable Emission Scheme for the voyage(s) performed under the Charter Party.
- c. Subclauses (a) and (b) are without prejudice to the Owners' right to recover from the Charterers any costs arising from the surrender of Emission Allowances to the applicable Emission Scheme for the voyage(s) performed under the Charter Party resulting solely from the Charterers' breach of the Charter Party.
- d. The Owners shall be solely responsible for compliance with any applicable Emission Scheme including (without limitation) the surrender of Emission Allowances corresponding to the Vessel's emissions under the scope of the applicable Emission Scheme for the voyage(s) performed under the Charter Party.