

To : Lao Cai Chemicals Fertilizer Joint Stock Company  
To : Milestone Chemical Tanker Pte Ltd.  
Fm : Hubchem Korea

Re : MT Eastern Liberty - Clean Fixture Recap  
Phosphoric Acid 8000mt ex Haiphong, Vietnam to Tuticorin, India  
Laycan : 20-27th/July/2016  
C/P Date on 14th/June/2016

Good day

We are pleased to Send You the Clean-Fixture Recap as Flws:-

- Charterer: Lao Cai Chemicals Fertilizer Joint Stock Company  
(PERFORMANCE OF THIS CP SHALL BE GUARANTEED BY DUC GIANG CHEMICALS  
AND DETERGENT POWDER JOINT STOCK COMPANY)  
Address : Tang Loong Industrial Zone, Bao Thang, Lao Cai, Vietnam Nguyen Quang Huong  
Tel : 0203 774 556, Fax : 0203 867 214, Director : Mr. Dao Huu Huyen
- Owner : Milestone Chemical Tankers Pte. Ltd. as agent of the Owners
- Vessel : M/T Eastern Liberty or OOS(\* Vessel's Q88)

- Vessel's Itinerary :-  
Reverting

- Tentative L3C:-  
Reverting

For,

- Cargo : One(1) Grade of Phosphoric Acid(purity Min 48% Upto Max 53%) 8,000mt  
with 5 pct MOLCO But AVNS
- Load : OSCB/OP Haiphong, Vietnam(Dinh Vu Jetty No.2)
- Discharge: OSCB/OP Tuticorin, India
- Laycan : 20-27th/July/2016
- Freight : USD43,00/PMT bss. 1:1
- Payment : Freight payable in USD in Owner's nominated bank account within 5 Banking  
Days after completion of loading and signing/release Bill of Lading
- Laytime : TTL 200/200MPH FOR LOAD/DISCHARGE SHINC REVERSIBLE
- Demurrage: US\$11,000.00 PDPR
- CP : ASBATANKVOY

#### SPECIAL PROVISIONS

1. ASBATANKVOY Charter Party Form is considered as the part of the Charter.
2. General average, if any, shall be settled in London, UK in accordance with York/Antwerp Rules 1994.
3. Arbitration

Any dispute arising under this charter shall be submitted to the jurisdiction of the High Court of Justice of England, pursuant to the laws relating to the arbitration there in force.

One arbitrator shall be nominated by the Owner and the other by the Charterer. And in case the Arbitrators shall not agree then to the decision of an umpire to be appointed by them, the award of the Arbitrators or the Umpire to be final and binding upon both parties.



4. Governing Law  
English Law shall be applied to this Charter.
5. Owner's Protective Clauses  
The following Owner's protective clauses attached hereto are deemed to be incorporated into this Charter.
  - a. Clause Paramount
  - b. New Jason Clause
  - c. Both-to-blame collision Clause
  - d. Chamber of shipping war risk Clauses 1/2/3 Tanker 1952
6. ITOPF Clause  
The Owner warrants that it is a member of the International Tanker Owners Pollution Federation Limited (ITOPF), and will remain so during the carriage of the goods.
7. "Intertanko ISPS Clause" attached hereto is deemed to be incorporated into this Charter.
8. Cleaning Clause  
The Vessel shall clean her tanks, pumps and lines for the Cargo to the Charterer's Inspector's satisfaction prior to the Loading.
9. Owner's Rotation/ Completion/ Segregation Clause
  - a. The Owner has the option of loading other cargoes at same or other loading port(s) for discharge at same or other discharge port(s) for its own or other account.  
Rotation of loading and discharge port(s) to be at Owner's option.
  - b. The Owner guarantees to keep any completion cargoes are completely segregated from the Cargo during the Loading, the Transport and the Discharge.
10. Owner's Subletting/ Assignment Clause  
The Owner has the option of subletting or assigning the Charter and/or each individual shipment to any individual or company, but the Owner shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.
11. The last three (3) cargoes in tank(s) for the Cargo shall be clean and unladen.
12. The Owner's Bill(s) of Lading form shall be used for the shipments under the Charter.
13. If required, Bills of Lading to be marked 'Clean on Board' and same to be signed by Owners accordingly.  
'Clean' in this context refers to the condition of the documentation that is a clean Bills of Lading without clause or blemishes or exceptions upon it. 'Clean' in this context does not refer to quality/quantity or condition of the commodity.
14. The Chtr' s Recommended agent at Loading/Discharging port and Chtr' s Recommended Agent India with competitive P/D or reliability from owners
  - Loading Port Agents details:  
LOAD PORT AGENT: OCEAN STAR Shipping Agency Co., Ltd  
Add : No.211, Tran Binh Trong Str., Ward 3, Dist.5, HCM City, Viet Nam  
Tel/Fax : +84-8 39 225 774, Fax (office): +84-8-39 225 772  
MP : +84-903 689 687, Email : [oceanstar@oceanstarvn.com.vn](mailto:oceanstar@oceanstarvn.com.vn) (General)  
[david.hung@oceanstarvn.com.vn](mailto:david.hung@oceanstarvn.com.vn) (Personal)
  - Discharging Port agent : Reverting
15. The Charter and its contents including but not limited to the negotiation shall be kept private and confidential by all concerned parties.
16. The Owner has the option to tranship the Cargo at its own time, risk and expense subject to the Charterer's acceptance.

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17. Waiting time (if any) at the load and/or discharge berth(s) to be pro-rated amongst all Charterer(s) loading and/or discharging at the same berth. The pro-rating shall be based on the total cargo quantities loaded and/or discharged at such berth.
18. Any demurrage incurred shall be submitted with supporting documents to the Charterer within ninety (90) days after completion of the Discharging. Such demurrage shall be settled within thirty (30) days after the Charterer's receipt of the Owner's debit note.
19. Administration Clause  
 "The agreed terms and conditions of the Charter shall be recorded and evidenced by the production of a fixture recap sent by Owner to Charterer by email or fax.  
 Unless written clear notice to deny such a fixture or to deny the contents of the fixture is given by charterer to Owner by e-mail or fax within 24hrs of receipt of the fixture recap, the fixture recap shall be finally and conclusively deemed to have been approved and acknowledged as correct by both Charterer and Owner.  
 No further written and signed Charter Party will be made between the Owner and Charterer unless specifically requested by either party."
20. Freight tax at Loading port to owner's account
21. Vessel must provide One(1) no ANSI reducers of size 6" X8" for safe discharge of cargo.  
 And provide One(1) no ANSI reducers of size 10" X 8" for safe discharge of cargo,
22. Master/Vessel Must have continuing circulation on the entire voyage and till discharge cargo at discharge port.
23. chtr guarantee loading temperature at maximum 45 degree Celsius.
24. Water stripping clause  
 If required by Receivers at discharging port, Owner to proceed to water stripping at Charterer's cost and time,
25. Tuticorin Terminal :-  
 1) The maximum arrival draft shall be 10.7 meters for VOC-4 berth.  
 2) Vessel should have minimum 10 nos. of PP ropes.  
 3) All the vessel certificates must be valid prior arrival/entry into Tuticorin port.

End Recap

Thank You Very Much

Owners :-

  
  
 Milestone Chemical Tanker Pte Ltd.

  
  
 Lao Cai Chemicals Fertilizer JSC  
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