

## FIXTURE NOTE

**IT IS THIS DAY MUTUALLY CONFIRMED BY BETWEEN ..... AGENCY CO.,LTD AS CHARTERERS AND.....AS OWNERS THE UNDERSIGNED FIXTURE OF CHARTER OF THE FOLLOWING TERMS AND CONDITIONS**

**1. CHARTERERS :**

**2. CARRIERS :**

**3. NAME OF VESSEL: SEA STAR**

**FLAG: VIETNAM**

**M.V NAME: SEA STAR**

**FLAG: VIETNAM**

**TYPE: GENERAL CARGO CLASSIFICATION: VR093350**

**BUILT: 2010 – VIETNAM CALL SIGN: 3 W B NS**

**REGISTER NO.: VN-3096-VT PORT OF REGISTER: HAIPHONG, VIETNAM**

**IMO NUMBER: 9552680 NAVIGATION AREA: VRH**

**DEAD WEIGHT: 4,880.40 DWT GROSS TONNAGE: 2,803 GT**

**DWCC: 4750 DWT NET TONNAGE: 1,698 NT**

**SPEED: 11 KNOTS CRANE: NIL**

**LOA: 92.05 M BREADTH: 15.02 M**

**DEPTH: 7.50 M DRAFT: 6.00 M**

**CAPACITY: 6041 CBM (GRAIN)**

**MAIN ENGINE : 1765 KW**

**P & I : WOE INSURED BY BIC**

4. CGO & QTTY: 3,000 MT TAPIOCA CHIP IN BULK 10% MOLCO, UP TO FULL VSL CAPACITY AT CHOPT

5. LOADING PORT : 1SBP HO CHI MINH CITY PORT, VIETNAM

6. DISCHARGING PORT : 1SBP BEIHAI, CHINA.

7. LYCN : 12TH – 15TH JAN 2011.

8. LOADING/DISCHARGING RATE : 1000PWW SHINC / 1000MT PWW SHINC

9. DEM/DES : 1500/ NO DES PDPR AT BENDS .DEM/ TB SETTLED W/I 7 DAYS AFTER COMPLETION OF DISCHARGING AGAINST DOCS SUPPORT.

10. FREIGHT RATE : USD 18.0 PMT ON FIOST BSS 1/1.

EXCHANGE RATE TO BE COUNT AS PER SELL - BUY - TRANSFER EXCHANGE RATE OF VIETCOMBANK AT TIME OF PAYMENT.

11. PAYMENT : FULL FREIGHT LESS COMM TO BE PAID TO OWNERS NOMINATED BANK ACCOUNT W/I 3 BANKING DAYS AFTER COMPLETION OF LOADING AND SIGN/RELEASE ORIGINAL BILL (S) OF LADING AGAINST BANK SLIP, BUT ALWAYS BEFORE COMMENCE OF DISCHARGING. OCEAN FRT IS TO BE DEEMED AS EARNED, AND DISCOUNTLESS AND NON-REFUNDABLE WHETHER SHIP A/O CGO LOST OR NOT LOST.

12. AGENT : OWR' S AGENT AT BENDS.

13. OWNS/MASTER/AGENT TO INFORM CHTRS/SHIPPER/CONSIGNEES 5/4/3/2/1 DAYS BEFORE ETA NOTICE. AT DISCHG PORT OWNS/AGENT TO INFORM CHTRS DAILY DISCHG REPORT.

14. N. O. R TO BE TENDERED UPON VESSEL ARRIVED PILOT STATION WIBON. WCCON. WIFBON. WIPON. LAYTIME SHALL COMMENCE AT 1 P. M. IF N. O. R IS GIVEN BEFORE NOON, AND 8 A. M. IF N. O. R IS GIVEN DURING OFFICE HOURS AFTERNOON.

15. DUNNAGE/SEPERATION IS NOT NECESSARY AS PER PRACTICE OF LOADING TAPIOCA CARGO. HOWEVER IF CHTRS REQUIRED, SAME BE FOR CHARTERERS ACCOUNT.

16. LIGHTERAGE/LIGHTENING/SHIFTING AT BENDS IF ANY TO BE FOR CHARTERERS ACCOUNT AND ARRANGEMENT.

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17. VSL IS GLESS. LOADING & DISCHARGING BY SHORE CRANE TO BE FOR CHARTERERS ACCT & ARRAGEMENT.
18. OAP IF ANY OWNER' S ACCT.
- 19/ ANY TAXES/DUES ON CARGO TO BE FOR CHARTERERS ACCOUNT. SAME ON VSL/FREIGHT/CREW TBF OWNERS ACCOUNT.
20. QUANTITY OF CARGO TO BE DECLARED ON M/R AND B/L TO BE DETERMINATED BY DRAFT SURVEY AT LOAD PORTS,
21. DRAFT SURVEY TO BE FOR CHTR ACCT BENDS. AND TIME NOT TB COUNTED AS LAYTIME
22. VSL' S HOLDS MUST BE CLEANED/DRIED AND PASSED SURVEY BEFORE LOADING. VSL' S HOLDS MUST BE CLEAN AND SUITABLE FOR LOADING TAPIOCA CHIPS IN BULK WITH PROPER VENTILATION. TIME FOR INSPECTION OF HOLD' S CLEANLINESS NOT TO COUNT AS LAYTIME. IF VSL' S CAN NOT PASS INSPECTION OF CLEANLINESS BY INSPECTOR, TIME FOR CLEANING VSL' S HOLDS UNTIL IT IS PASSED BY INSPECTOR NOT TO COUNT AS LAYTIME
23. CARGO FUMIGATION TO BE FOR CHARTERERS ACCOUNT. OWNER TO ALLOW FREE TIME OF FUMIGATION 24 HRS FOR LOADING PORT. IF REQUESTED AT DISC PORT, OWNERS TO ALLOW MAX 12 HRS FREE BUT THE FUMIGATION COST AT CHTRS A/C.
24. CARGO TO BE RELEASE TO CONISGNEE AGAINST ORIGINAL B/L OR BANK GUARANTEE. INCASE OF OB/L NOT AVAILBLE AT DISPORT ON VSL ARRIVAL AND CONISGNEE CAN NOT ARRANGE BANK GURANTEE IN TIME, CARGO CAN BE DISCHARGED TO PORT WAREHOUSE UNDER OWNER/OWNER' S AGENT CUSTODY (UNLESS AGENT AGREE TO DO SO WITH THEIR GUARANTEE ) AGAINST CHTRS OR CONSIGNEE SINGLE LOI IN OWNER P&I WORDING AT CHTRS' S ACCEPTANCE.
25. ARBITRITION IN VIET NAM AND VIET NAM LAW TO APPLY.
26. COM : 1,25 TTL
27. OTHER TERMS AND CONDITIONS AS PER GENCON C/P 1994
28. OWNER GUARANTEES VSL TO SAIL DIRECTLY FROM LOADPORT TO DISPORT RIGHT AFTER COMPLETION OF LOADING AND WITHOUT CALLING AT ANY PORT EXCEPT FOR EMERGENCY OR BUNKERING FUTHERMORE, OWNER GUARANTEES VESSEL' S LEGAL TERMS AND OWNERSHIP SHALL NOT BE CHANGED OR MORTAGED DURING THE VOYAGE FROM L/PORT IN VIETNAM TO D/PORT IN CHINA AND MUST REMAIN SO UNTIL COMPLETION OF DISCHARGING.
29. OWNER GUARANTEES PERFORMING VSL SHALL BE FULLY INSURED P&I HULL AND MACHINERY AND TO COMPLY WITH CLASSIFICATION CLAUSE AND A MEMBER OF APPROVED P&I ASSOCIATION, LLOYD' S 100+A1 OR EQUIVALENT. ALL DOCUMENTS OF P&I / HULL& MACHINERY INSURANCE CERTIFICATES, SMC AND DOC CERTIFICATES, ETC. ARE REQUIRED TO FAX/EMAIL TO CHTR AND THIER INSURER BUT THIS ACCEPTANCE DOES NOT MEAN TO RELEASE THE VSL FROM ITS RESPONSIBILITY IN CASE OF LOSSES AND DAMAGES OF CARGO.

FOR THE CHARTER FOR THE CARRIER