

## **CHARTER PARTY**

**(No.: 19A/TIMECHARTER/2017)**

IT IS THIS DATE: 05TH JAN., 2017 MUTUALLY AGREED BETWEEN THE UNDERSIGNED:

SHIP OWNER :

CHARTERER :

### **VESSEL DESCRIPTION:**

MV. MARITIME 01 DWT

IMO: 956387

MMSI: 574000780

CALL SIGN: 3WEM9

FLAG: VIETNAM [VN]

AIS VESSEL TYPE: CARGO

GROSS TONNAGE: 2997

DEADWEIGHT: 5177T

LENGTH OVERALL x BREADTH EXTREME : 91.94m x 15.33m

YEAR BUILD: 2017

STATUS: ACTIVE

PERIOD : 12 MONTHS CHOPT +/- 15 DAYS

LAYCAN : 12th-15th JAN 2011

TRADING RANGE : AS PER SHIP CLASS (ALL OF ASIA...)

CARGO EXCLUSION: NO

CHARTERER

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

DISCHARGING PORT: 1SBP BEIHAI, CHINA

FREIGHT RATE: 2000 USD / ngày

HIRE PAYMENT : 15 DAYS OF HIRE WITHIN 03 VIETNAM BANKING DAYS AFTER RECEIVING OWNS INVOICE FOR HIRE PAYMENT.

COMM : NIL

### **Other Terms & conditions are as follows:**

1 . At or off ports, if **weather conditions** permit, which to be at Master's discretion vessel's crew to open and close the hatches where and when required, if permitted by local regulations, otherwise shore hands to be employed at Charterers expense.

2. Vessel's stowage to be made under Master's supervision. Owners warrant that Master will co-operate with Charterers and/or their Shippers in every way possible to load and stow the maximum quantity of Charterers intended cargo, according to normal custom of the port and type of cargo to the vessel's capacity always bearing in mind safety of the ship, provided Owners obtain written acknowledgement from shippers that they unable to tender exact quantity as requested by Master.

3. Owners are obliged to deliver and keep the vessel, her crew and anything pertaining hereto supplied with upto date and complete certificates, approvals and equipment, enabling the vessel and her crew to carry the cargoes and trade within the trading limits allowed under this Charter Party. It is the responsibility of the Master and Owners to arrange to keep on board corresponding valid certificates. Failing this, any time lost and all extra expenses incurred to be on Owners account.

4. Vessel not to carry solid ballast.

5. Vessel to be delivered with sufficient quantities bunkers - Bunker Price is.

6. Owners guarantee that the vessel is entered for full cover and shall remain entered for the duration of this charter, in a Protection and Indemnity Association. Cargo claims if any to be settled as per NYPE Inter- Club Agreement as at date of completions of discharge of cargo in question. Charterers Will Take CLL Cover upon vsl delivery.

7. Should the vessel put back whilst on voyage under this time charter, by reason of an accident or breakdown or in the event of loss of time either in port or at sea or deviation from the course of the voyage caused by sickness of or accident to the crew or any person on board the vessel (other than super cargo travelling by request of Charterers), or by reason of the refusal of Master or crew to perform their duties, the hire shall be suspended from the time of the inefficiency until the vessel is again efficient in the same or equivalent position and voyage resumed therefrom and all extra expenses incurred including bunkers consumed during the period of suspended hire shall be for Owners account. Owners to keep Charterers informed regularly during any such 'off hire' period of expected time of completion and vessel's re-entry into time charter. If due to repairs of any part of her hull, machinery or equipment the vessel is estimated to remain off- hire for more than thirty (30) consecutive days, the Charterers have the option of cancelling the balance of this time charter, after arrangements have been made and effected for the delivery of any cargo on board the vessel.

8. On delivery vessels holds to be clean, swept, washed down with fresh water and dried, and ready in all respects to load charterers intended cargo(es). Holds to be free of salt, loose and/or rust scales and residue of previous cargo(es) to the satisfaction of an independent surveyor. If the vessel fail hold inspection then the vessel to go off-hire from time of such rejection till she passes inspection once again and all extra expenses incurred DIRECTLY RELATED TO THIS including bunkers consumed to be for owners account.

9. In the event of the vessel being denied or restricted in the use of port and /or loading and/or discharging facilities or shore labour and/or pilotage assistance because of the vessel's ownership or management or the wages or conditions of employment of her Officers and/or crew, hire shall cease for the time thereby lost.

10. Notwithstanding any provisions to the contrary in this Charter-party, Owners are not to have the right to withdraw the vessel by reason of non payment of hire unless Charterers are given official notice and Charterers are unable to rectify such non-payment within three banking days after receipt of Owners notice that hire has not been received. If Charterers are still in default of payment of charter hire the Owners to have right of withdrawing the vessel from the service of the Charterers without making any further

protest as stated in the preceding part of this clause and without interference by any court or any formality whatsoever and without prejudice to any claim the Owners may otherwise have on the Charterers under this charter.

#### 11. Performance Clause

The performance levels declared by the Owners in the relevant negotiations with regard to any part of her hull, Machinery including cargo gear and other equipment which are required to be in service of the Charterers shall be diligently maintained by the Owners throughout the period of the vessel's service with the Charterers. If Charterers have reason to be dissatisfied with the performance of the vessel, the Owners on receiving complaint, shall immediately investigate and take appropriate steps to correct the situation.

**12. Owners to confirm vessel's cranes are in good working order.** Vessel's cranes to be at charterers disposal during the charter party period for loading/discharging charterers intended cargoes free of cost to charterers. Vessel's cranes to be used for loading/discharging to be driven by shore stevedores.

13. Charterers or their supercargo to have free access to Engine room, Bridge and cargo holds and may inspect or cause the inspection of cargo gear.

14. Should any damage be caused to the vessel or her fittings by Charterers or their Agents/Stevedores, the Master to notify through Charterers agents the responsible party, to endeavour to obtain a written acknowledgement of the responsible party, have a survey made to estimate the damage in agreement with the vessel's agents and report the event to the Charterers within 48 hours of its occurrence except for latest damages which to be reported upon discovery whether at sea or at port but latest prior to redelivery of the vessel. Failing the aforementioned, Charterers not to be responsible in any way for such damage and/or loss of time thus occasioned, unless seaworthiness of the vessel is affected, in which case Charterers to effect repairs before redelivery.

15. Lashing materials, stanchions, if any, as on board to be placed at Charterers disposal and Charterers to have free use of all equipments on board, but additional materials to be for Charterers' account.

16. The hire is inclusive of all Officers and Crew's overtime.

17. Owners confirm that the vessel is fully insured in respect of her Hull and Machinery.

18. If required by Charterers, Charterers or their agents are hereby authorized by Owners to sign on Master's and/or Owner's behalf, Bill(s) of lading as presented in accordance with Mate's and Tally Clerk's receipt without prejudice to this Charter-Party. Charterers to indemnify Owners in the event of discrepancy if any.

19. No hire shall be payable for the delay caused by the vessel being captured, seized, arrested, boycotted or detained in any other way by any person, organisation or Government in pursuance of or consequent to any interest in or claim or complaint against or dispute with the vessel or her Owner or the Government of the Nation under whose flag the Vessels sails, unless due to the act/neglect or fault of the Charterers or their agent.

20. Owners to be responsible for any consequences of smuggling by Vessel's crew. Any

finer imposed on the crew who have smuggled or tries to smuggle and repatriation of such crew to be for Owners account. Charterers likewise are to be responsible for smuggling by their agents, stevedores or representatives.

21. Owners to supply deratization Certificates on delivery of the vessel and if this does not cover the whole period of time charter, or fumigation becomes necessary, cost of same and detention to be for Owners' account. However, time and cost of fumigation on account of cargo carried to be for Charterers account.

22. Vessel's Description –

23. At any port(s) where Owners have no agents and if so required by the Master, Charterer to arrange and supply fresh water to the vessel, but Owners to reimburse the cost of such fresh water supplies at actual rates for by the Charterers.

24. Joint Survey for On-hire at port of delivery or first load port and off-hire at the port of redelivery, to be conducted at Owners time and Charterers time respectively. Expenses to be shared equally between Charterers and Owners. Survey to be conducted by Independent Surveyors nominated by Charterers at both ends. Vessel not to be for off-hire for on-hire survey unless loading is actually delayed by the survey.

25. Baltimore 1939, Chamber of Shipping Clause Paramount, New Both-to-Blame Collision Clause, New Jason Clause and Chamber of Shipping Nuclear Materials Clause to apply and form part of the Charter Party and also to be incorporated in all Bill(s) of Lading issued under this charter. P&I Bunkering Clause to be incorporated in all Bills of Lading.

26. All dues, taxes, levies on cargo/freight, hire/hires in loading and discharging ports to be on Time Charterers' account. It is also understood Charterers are confident that no Indian tax/taxes are applicable on charter hire under this charter. However if any applicable same to be paid by Charterers. Owners shall furnish from time to time expenses (operating expenses i.e. crew wages, victualling, spares, store, repairs, management expenses, interests costs, depreciation etc.) incurred on account of this charter for the purpose of fulfilling Income Tax obligations undertaken by Charterers. It is understood no notarisation is required. All time and costs required for Vessel to trade in Indian domestic trade to be for Charterers' account and responsibility.

27. Notwithstanding anything to the contrary contained therein it is expressly agreed that the Owners only to be responsible for delay in delivery of Vessel or for delay during the currency of the charter and for loss or damage to goods on board, if such delay or loss has been caused by want of due diligence on the part of the Owners or their Manager in making the Vessel seaworthy and fitted for the voyage or any other personal act or omission or default of the Owners or their Manager. In the event of stoppages/strikes/restraints by the ship's personnel, time thus lost to be for Owners' account. Owners not to be responsible in any other case. Owners not to be liable for loss or damage arising out of or resulting from shore labour strikes lockouts or stoppages or restraints.

**28. Please advise whether VESSEL equipped with suitable tyre fenders for any lighterage ops.**

29. Charterers to have the benefit of any return insurance premium if received by Owners

from Underwriters as and when received from Underwriters by reason of vessel being in port for minimum thirty days provided vessel is on hire.

30. Delivery and redelivery to be Việt Nam Standard Time

31. If the vessel is stopped at sea for any repairs or the vessel is immobilised affecting Charterers loading/discharging obligations, all such stoppages and periods of immobilisation to be treated as off-hire.

32. Basic annual war risk insurance on vessel and/or crew to be for Owners' account. Any extra and/or additional war insurance premium charged by Owners underwriters by reason of vessel's trading under this Charter party to be for Charterers account and to be refunded to Owners by Charterers upon receipt of copies of Owners Underwriters net Invoice. Any blocking/trapping/detention insurance to be for Owners account and crew war bonuses as required by the vessel's flag and/or seamen's unions payable by reason of vessel's trading under this Charter Party to be refunded to Owners by Charterers against documentation.

33. Charterers to have the option of holding a superficial inspection at any time during working hours without inconvenience to Master and vessel's operation. The Owners or Master giving every facility and assistance to carry this out.

34. If the Vessel's final port clearance is delayed due Owners husbanding matters, vessel to remain off-hire till such time irregularities rectified satisfaction.

**35. Trading Exclusions : as vessel class**

**36. Cargo Exclusions : No**

37. Hire to be paid to : Nominate later  
Please advise with full Banking particulars and Swift code

38. **Vessel's gear**, equipment and hold ladders shall comply with applicable regulations at port of loading and discharging. In the event of any delay caused to the vessel by the failure to produce such valid certificate, then Charterers may suspend hire for the time thereby lost and Owners shall pay all extra expenses incidental to and resulting from such failure.

39. Vessel is to provide and maintain efficient electric light clusters as on board for cargo work at night.

40. Owners to be able to make use of Charterers' agents at both ends for Owners' husbandry matters through Charterers, paying agents usual acceptable tariff for same.

**41. In case disablement (i.e.crane), and unless by Stevedore / cranemen, Owners to pay the cost of labour and/or equipment affected by the breakdown, either stood off or additionally engaged; this does not exempt Owners from liability for cost of hiring shore appliances and labour if available, but in such case vessel not to be off-hire, except for time actually lost. Owners to be liable as per this clause for the actual amount, against vouchers, for expenses incurred due to disablement of cargo gear for which Owners responsible.**

42. Should the vessel be arrested during the currency of this Charter-party at the suit of any person having or purporting to have a claim against, or any interest in the vessel, hire under this Charter Party shall not be payable. In respect of any period which the vessel remains unemployed and the Owners shall reimburse to the Charterers any expenditure which they may incur under this Charter Party in respect of any period during which, by virtue of the operation of the clause, no hire is payable. This clause shall be in-operative should the arrest be caused through act or omissions of the Charterers.

43. Owners to comply with present legislation and provide vessel with all required certificates in regard to water pollution risks. Without prejudice to anything contained in this Charter party, the Owners undertake, during the currency of this Charter-party, to comply with the requirements of U.S. Public Law 95-217 (Pollution) and any revision hereof regarding financial responsibility or otherwise. Should the vessel be delayed by reason of a breach of this clause, no hire to be paid in respect of any time lost thereby during the period the vessel is unable to perform the service immediately required. Any hire paid in advance to be readjusted accordingly. Should the vessel be delayed as aforesaid for period continuing more than thirty days, Charterers to have the option of canceling this Charter Party without prejudice to any claim for damages.

**44. The performing vessel will be covered by ITF agreement acceptable to ITF.** In the event of loss of time due to boycott of vessel by shore labour, or due to Government restrictions either by reason of the terms and conditions of which the members of the crew are employed, or by reason of any trading of this vessel or any other vessel under the same ownership, or control, the payment of hire shall cease for the time thereby lost.

45. The Master shall if instructed by the Charterers, slowsteam the vessel in accordance with Charterers' instructions, subject to discretion of Master and always subject to safety of Hull and Machinery.

46. This fixture is to be kept strictly Private and Confidential.

47. This Charter Party and any disputes arising hereunder shall be governed by and construed in accordance with Indian both as regards substance and procedure.

48. Owners can only dry-dock during the currency of this Charter Party only in case of emergency at Owners time and expense.

49. In absence of original Bill(s) of Lading Owners to permit discharge against LOI (Letter of Indemnity) per Owners' P & I Club wording signed by Charterers/Receivers. Such Letter of Indemnity to be faxed to Owners prior commencement of discharge for Owners' approval and Approved Letter of Indemnity to be forwarded by courier to Owners.

50. Owners confirm vessel as well as vessel Owners are in compliance with 'ISM' certification and any delay, expense due to such non-compliance would be to Owners' account. Vessel to have on board valid 'DOC' and 'SMC' certificate.

51. During the Charterparty, Charterers may assign vessel to any weather routing agency for ascertaining vessel's performance and vessel's speed/consumption to be taken as given in her description.

52. Sub Let Clause: Charterers free to Sublet the Vsl to other Charterers Sub Owners approval within the charter duration.

53. Any other terms and conditions to be mutually agreed,

54. Charter party NYPE 93

55. That the captain shall prosecute his voyages with the utmost despatch, and shall render all customary assistance with ship's crew and boats. the captain (although appointed by the owners), shall be under the orders and directions of the charterers as regardsemployment and agency;

56. Master to abide by voyage instructions as sent by the charterers.

57. Arbitration/ga if any to be settled in singapore, english law to apply.

58. Owner to provide: all supplies i.e hydrolic oil, lube oil, fresh water, provisions, deck and / or engine store, spare parts etc ( except for bunker DO )(bunker) are always in owners account / time / arrangement.

59. charterer to provide:

- the charterer, while the vessel is on hire, shall provide and pay for all the bunkers except as otherwise agreed; shall pay for port charges( including compulsory watchmen and cargo watchmen), pilotages, towages, agencies, commissions, consular charges( except those pertaining to individual crew members or flag of the vessel), and all other usual expenses except those agreed, but when the vessel puts into a port for causes for which the vessel is responsible( other than by stress of weather), then all such charges incurred shall be paid by the owners. fumigations ordered because of illness of the crew shall be for the owners' account. fumigations ordered because of cargoes carried or ports visited while the vessel is employed under this charter party shall be for the charterers' account

FOR AND ON BEHALF OF CHARTERER

FOR AND ON BEHALF OF OWNER.