

1. Shipbroker	RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE UNIFORM GENERAL CHARTER (AS REVISED 1922 and 1976) INCLUDING "F.I.O." ALTERNATIVE ETC. (To be used for trades for which no approved form is in force) CODE NAME: "GENCON" <div style="text-align: right;">Part I</div>
3. Owners/Place of Business (Cl. 1)	2. Place and date <b>BEIJING, 13TH OCT, 2021</b> 4. Charterers/Place of business (Cl. 1) <b>DATANG POWER FUEL CO.,LTD.</b>
5. Vessel's name (Cl. 1) <b>MV. TBN or SUB SEE CLAUSE 18</b>	6. GRT/NRT (Cl. 1)
7. Deadweight cargo carrying capacity in tons (abt.) (Cl. 1)	8. Present position (Cl. 1) <b>TRADING</b>
9. Expected ready to load (abt.) (Cl. 1)	
10. Loading port or place (Cl. 1) <b>1 SAFE ANCHORAGE, Muara Sangkulirang, East Kalimantan , Indonesia DETAILS SEE CLAUSE 21</b>	11. Discharging port or place (Cl. 1) <b>1 SAFE BERTH, NANJING OR OTHER PORT, CHINA DETAILS SEE CLAUSE 22</b>
12. Cargo (also state quantity and margin in Owners' option, if agreed ; if full and complete cargo not agreed state "part cargo") (Cl.1)  <b>DETAILS SEE CLAUSE 19</b>	
13. Freight rate (also state if payable on delivered or intaken quantity) (Cl. 1)  <b>SEE CLAUSE 25</b>	14. Freight payment (state currency and method of payment, also beneficiary and bank account) (Cl. 4)  <b>SEE CLAUSE 25</b>
15. Loading and discharging costs (state alternative (a) or (b) of Cl. 5; also indicate if vessel is gearless)  <b>NOT APPLICABLE</b>	16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b). If total laytime for load. and disch., fill in c) only) (Cl. 6)  a) Laytime for loading <b>SEE CLAUSE 23 AND 26</b>
17. Shippers (state name and address) (Cl. 6)	b) Laytime for discharging <b>SEE CLAUSE 24 AND 26</b>  c) Total laytime for loading and discharging
18. Demurrage rate (loading and discharging) (Cl. 7) <b>SEE CLAUSE 26</b>	19. Cancelling date (Cl. 10) <b>SEE CLAUSE 20</b>
20. Brokerage commission and to whom payable (Cl. 14)	
21. Additional clauses covering special provisions, if agreed.  <b>RIDER CLAUSES, BOTH INCLUSIVE AS PER ATTACHED TO BE FULLY INCORPORATED HERETO.</b>  <b>THIS CHARTER PARTY TO BE KEPT PRIVATE AND CONFIDENTIAL.</b>	

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

Signature (Charterers)	Signature (Owners)
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PART II  
 "Gencon" Charter (As Revised 1922 and 1976)  
 Including "F.I.O." Alternative etc.

1.	It is agreed between the party mentioned in Box 3 as Owners of the steamer or motor-vessel named in Box 5, of the gross/nett Register tons indicated in Box 6 and carrying about the number of tons of deadweight cargo stated in Box 7, now in position as stated in Box 8 And expected ready to load under this Charter about the date indicated in Box 9, and the party mentioned as Charterers in Box 4 that: The said vessel shall proceed to the loading port or place stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo (if shipment of deck cargo agreed same to be at Charterers' risk) as stated in Box 12 (Charterers to provide all mats and/or wood for dunnage and any Separations required, the Owners allowing the use of any dunnage wood on board if required) which the Charterers bind themselves to Ship, and being so loaded the vessel shall proceed to the discharging port or place stated in Box 11 as ordered on signing Bills of Lading or so near thereto as she may safely get and lie always afloat and there deliver the cargo on being paid freight on delivered or intaken quantity as indicated in Box 13 at the rate stated in Box 13. <b>As per Clause 25</b>	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	alongside the vessel not beyond the reach of her tackle  * (b) F.I.O. and free stowed/trimmed The cargo shall be brought into the holds, loaded, stowed and/or trimmed and taken from the holds and discharged by the Charterers or their Agents, free of any risk, liability and expense whatsoever to the Owners. The Owners shall provide winches, motive power and winchmen from the Crew if requested and permitted if not, the Charterers shall provide and pay for winchmen from shore and/or cranes, if any. (This provision shall not apply if vessel is gearless and stated as such in Box 15). * Indicate alternative (a) or (b), as agreed, in Box 15.	67  68 69 70 71 72 73 74 75 76 77 78
2.	<b>Owners' Responsibility Clause</b> Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by the improper or negligent stowage of the goods (unless stowage performed by shippers/Charterers or their stevedores or servants) or by personal want of due diligence on the part of the Owners or their Manager to make the vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied or by the personal act or default of the Owners or their Manager. And the Owners are responsible for no loss or damage or delay arising from any other cause whatsoever, even from the neglect or default of the Captain or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this clause, be responsible, or from unseaworthiness of the vessel on loading or commencement of the voyage or at any time whatsoever damage caused by contact with or leakage, smell or evaporation from other goods or by the inflammable or explosive nature or insufficient package of other goods not to be considered as caused By improper or negligent stowage, even if in fact so caused.	21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40	* (b) Total laytime for loading and discharging The cargo shall be loaded and discharged within the number of total running hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time actually used shall count. * (c) Commencement of laytime (loading and discharging) Laytime for loading and discharging shall commence at 1 p.m. if day if notice of readiness is given before noon and at 6 a.m. next working notice given during office hours after noon. Notice at loading port to be given to the Shippers named in box 17. Time actually used before commencement of laytime shall count. Time lost in waiting for berth to count as loading or discharging time, as the case may be. * Indicate alternative (a) or (b) as agreed, in Box 16.	79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
3.	<b>Deviation Clause</b> The vessel has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist vessels in all situations, and also to deviate for the purpose of saving life and/ or property.	41 42 43 44 45		
4.	<b>Payment of Freight</b> The freight to be paid in the manner prescribed as per Clause 25 in Box 14 in cash without discount on delivery of the cargo at mean rate of exchange ruling on day or days of payment, the receivers of the cargo being bound to pay freight on account during delivery, if required by Captain or Owners.  Cash for vessel's ordinary disbursements at port of loading to be advanced by Charterers if required at highest current rate of exchange, subject to two per cent. To cover insurance and other expenses.	46 47 48 49 50 51 52 53 54 55		
5.	<b>Loading / Discharging Costs</b> * (a) Gross Terms The cargo to be brought alongside in such a manner as to enable vessel to take the goods with her own tackle. Charterers to procure and pay the necessary men on shore or on board the lighters to do the work there, vessel only heaving the cargo on board. If the loading takes place by elevator, cargo to be put free in vessel's holds, Owners only paying trimming expenses. Any pieces and/or packages of cargo over two tons weight, shall be loaded, stowed and discharged by Charterers at their risk and expense. The cargo to be received by Merchants at their risk and expense	56 57 58 59 60 61 62 63 64 65 66		
			7. <b>Demurrage – As per Clause 26</b> Ten running days on demurrage at the rate stated in Box 18 per day or pro rata for any part of a day, payable day by day, to be Allowed Merchants altogether at ports of loading and discharging.	101 102 103 104
			8. <b>Lien Clause</b> Owners shall have a lien on the cargo for freight, dead-freight, demurrage and damages for detention. Charterers shall remain responsible for dead-freight and demurrage (including damages for detention), incurred at port of loading. Charterers shall also remain responsible for freight and demurrage (including damages for detention) incurred at port of discharge, but only to such extent as the Owners have been unable to obtain payment thereof by exercising the lien on the cargo.	105 106 107 108 109 110 111 112 113
			9. <b>Bills of Lading</b> The Captain to sign Bills of Lading at such rate of freight as stated in Clause 25 presented without prejudice to this Charterparty, but should the freight by Bills of Lading amount to less than the total chartered freight the difference to be paid to the Captain in cash on signing Bills of Lading.	114 115 116 117 118 119
			10. <b>Cancelling Clause</b> Should the vessel not be ready to load (whether in berth or not) on or before the date indicated in Box 19, Charterers have the option of canceling this contract, such option to be declared, if demanded, at least 48 hours before vessel's expected arrival at port of loading. Should the vessel be delayed on account of average or otherwise, Charterers to be informed as soon as possible, and if the vessel is delayed for more than 10 days after the day she is stated to be expected ready to load, Charterers have the option of canceling this contract, unless a canceling date has been agreed upon.	120 121 122 123 124 125 126 127 128 129

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<p><b>11. General Average</b>          General average to be settled according to York-Antwerp Rules, 1974 and any amendments thereto. Proprietors of cargo to pay the cargo's share in the general expenses even if same have been necessitated through neglect or default of the Owners' servants (see clause 2).</p>	<p>130 131 132 133 134</p>	<p>discharge such cargo at the loading port or to proceed therewith. In the latter case the Vessel shall have liberty to carry other cargo for Owners' benefit and accordingly to proceed to and load or discharge such other cargo at any other port or ports whatsoever, backwards or forwards, although in a contrary direction to or out of or beyond the ordinary route. In the event of the Master electing to proceed with part cargo under this Clause freight shall in any case be payable on the quantity delivered.          (4) If at the time the Master elects to proceed with part or full cargo under Clause 3, or after the Vessel has left the loading port, or the last of the loading ports, if more than one, it appears that further performance of the contract will subject the Vessel, her Master and crew or her cargo, to war risks, the cargo shall be discharged, or if the discharge has been commenced shall be completed, at any safe port in vicinity of the port of discharge as may be ordered by the Charterers. If no such orders shall be received from the Charterers within 48 hours after the Owners have despatched a request by telegram to the Charterers for the nomination of a substitute discharge port, the Owners shall be at liberty to discharge the cargo at any safe port which they may, in their discretion, decide on and such discharge shall be deemed to be due fulfillment of the contract of affreightment. In the event of cargo being discharged at any such other port, the Owners shall be entitled to freight as if the discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the Vessel may have been ordered pursuant thereto.          (5) (a) The Vessel shall have liberty to comply with any directions or recommendations as to loading, departure, arrival, routes, ports of call, stoppages, destination, zones, waters, discharge, delivery or in any other wise whatsoever (including any direction or recommendation not to go to the port of destination or to delay proceeding thereto or to proceed to some other port) given by any Government or by any belligerent or by any organized body engaged in civil war, hostilities or warlike operations or by any person or body acting or purporting to act as or with the authority of any Government or belligerent or of any such organized body or by any committee or person having under the terms of the war risks insurance on the Vessel, the right to give any such directions or recommendations. If, by reason of or in compliance with any such direction or recommendation, anything is done or is not done, such shall not be deemed a deviation.          (b) If, by reason of or in compliance with any such directions or recommendations, the Vessel does not proceed to the port or ports named in the Bill(s) of Lading or to which she may have been ordered pursuant thereto, the Vessel may proceed to any port as directed or recommended or to any safe port which the Owners in their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfillment of the contract of affreightment and the Owners shall be entitled to freight as if discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the Vessel may have been ordered pursuant thereto.          (6) All extra expenses (including insurance costs) involved in discharging cargo at the loading port or in reaching or discharging the cargo at any port as provided in Clauses 4 and 5 (b) hereof shall be paid by the Charterers and/or cargo owners, and the Owners shall have a lien on the cargo for all moneys due under these Clauses.</p>	<p>195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250</p>
<p><b>12. Indemnity</b>          Indemnity for non-performance of this Charterparty, proved damages, not exceeding estimated amount of freight.</p>	<p>135 136 137</p>		
<p><b>13. Agency – See Clause 27</b>          In every case the Owners shall appoint his own Broker or Agent both at the port of loading and the port of discharge.</p>	<p>138 139 140</p>		
<p><b>14. Brokerage</b>          A brokerage commission at the rate stated in Box 20 on the freight earned is due to the party mentioned in Box 20. In case of non-execution at least 1/3 of the brokerage on the estimated amount of freight and dead freight to be paid by Owners to the Brokers as indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be mutually agreed.</p>	<p>141 143 143 144 145 146 147</p>		
<p><b>15. GENERAL STRIKE CLAUSE</b>          Neither Charterers nor Owners shall be responsible for the consequences of any strikes or lock-outs preventing or delaying the fulfillment of any obligations under this contract. If there is a strike or lock-out affecting the loading of the cargo, or any part of it, when vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there Captain or Owners may ask Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless Charterers have given such declaration in writing (by telegram if necessary) within 24 hours Owners shall have the option of canceling this contract. If part cargo has already been loaded, Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account. If there is a strike or lock-out affecting the discharge of the cargo On or after vessel's arrival at or off port of discharge and same has Not been settled within 28 hours, Receivers shall have the option of Keeping vessel waiting until such strike or lock-out is at an end Against paying half demurrage after expiration of the time provided For discharging, or of ordering the vessel to a safe port where she Can safely discharge without risk of being detained by strike or lock-Out Such orders to be given within 48 hours after Captain or Owners Have given notice to Charterers of the strike or lock-out affecting The discharge. On delivery of the cargo at such port, all conditions Of this Charterparty and of the Bill of Lading shall apply and vessel Shall receive the same freight as if she had discharged at the Original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo Delivered at the substituted port to be increased in proportion.</p>	<p>148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177</p>		
<p><b>16. War Risks ("Voywar 1950")</b>          (1) In these clauses "War Risks" shall include any blockade or any action which is announced as a blockade by any Government or by any belligerent or by any organized body, sabotage, piracy, and any actual or threatened war hostilities, warlike operations, civil war, civil commotion, or revolution.          (2) If at any time before the Vessel commences loading, it appears that performance of the contract will subject the Vessel or her Master and crew or her cargo to war risks at any stage of the adventure, the Owners shall be entitled by letter or telegram despatched to the Charterers, to cancel this Charter.          (3) The Master shall not be required to load cargo or to continue loading or to proceed on or to sign Bill(s) of Lading for any adventure on which or any port at which it appears that the Vessel, her Master and crew or her cargo will be subjected to war risks. In the event of the exercise by the Master of his right under this Clause after part or full cargo has been loaded, the Master shall be at liberty either to</p>	<p>178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194</p>		
<p><b>17. GENERAL ICE CLAUSE</b>  <i>Port of loading</i>          (a) In the event of the loading port being inaccessible by reason of ice when vessel is ready to proceed from her last port or at any time during the voyage or on vessel's arrival or in case frost sets in after vessel's arrival, the Captain for fear of being frozen in is at liberty to leave without cargo, and this Charter shall be null and void.          (b) If during loading the Captain, for fear of vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for Owners' benefit for any port or ports including port of discharge. Any part cargo thus loaded under this</p>	<p>251 252 253 254 255 256 257 258 259 260 261 262 263</p>		

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Charter to be forwarded to destination at vessel's expense but	264
against payment of freight, provided that no extra expenses be	265
thereby caused to the Receivers, freight being paid on quantity	266
delivered (in proportion if lumpsum), all other conditions as per	267
Charter.	268
(c) In case of more than one loading port, and if one or more of	269
the ports are closed by ice, the Captain or Owners to be at liberty	270
either to load the part cargo at the open port and fillup elsewhere	271
for their own account as under section (b) or to declare the Charter	272
null and void unless Charterers agree to load full cargo at the open	273
Port.	274
(d) This Ice Clause not to apply in the Spring.	275
<i>Port of discharge</i>	276
(a) Should ice (except in the Spring) prevent vessel from reaching	277
port of discharge Receivers shall have the option of keeping vessel	278
waiting until the re-opening of navigation and paying demurrage, or	279
of ordering the vessel to a safe and immediately accessible port	280
where she can safely discharge without risk of detention by ice.	281
Such orders to be given within 48 hours after Captain or Owners	282
have given notice to Charterers of the impossibility of reaching port	283
of destination.	284
(b) If during discharging the Captain for fear of vessel being frozen	285
in deems it advisable to leave, he has liberty to do so with what	286
cargo he has on board and to proceed to the nearest accessible	287
port where she can safely discharge.	288
(c) On delivery of the cargo at such port, all conditions of the Bill in	289
of Lading shall apply and vessel shall receive the same freight as	290
if she had discharged at the original port of destination, except that if	291
the distance of the substituted port exceeds 100 nautical miles, the	292
freight on the cargo delivered at the substituted port to be increased	293
in proportion.	294

## **CLAUSE 18 – VESSEL**

TBN (COSCO SHIPPING BULK TBN)

-Owners nominate ship with "or sub" 10 days prior to arrival and nominate final performer not later than 5 days prior to arrival at loading port.

- VSL TO BE MAX 20YRS RIGHTSHIP APPROVED SMX, 4x12cub Grabs, 4x30mt Cranes ,UNLESS SHIPPERS APPROAVL TO TRY OLDER

owner to satisfy themselves for port restrictions at both ends ,including but not limited to loa/beam/dwt/draft etc

非挂靠印度等疫情国家/地区，满足南京最新疫情标准，否则船东承担全部时间损失及费用损失（非中国船员优先，除非不更换船员）。

卸港如需隔离 14 天，等待时间正常计入 Laytime；卸港安排专班引水的等待时间计入 Laytime；船员疫情原因引发的时间及费用损失，由船东承担。

## **CLAUSE 19 – CARGO**

1 shipments of 43,000 M/T coal in bulk, about 10 percent More or Less in owner's option.

## **CLAUSE 20 – LAYCAN**

5<sup>TH</sup> April 2022--11<sup>TH</sup> April 2022

## **CLAUSE 21 – LOADING PORT**

1 safe anchorage, Muara Sangkulirang, East Kalimantan ,Indonesia, always afloat, always accessible.

## **CLAUSE 22 – DISCHARGING PORT**

1 safe berth, Nanjing power plant terminal, Jiangsu, ~~or 1 safe berth, Ningde power plant terminal, Fujian~~, In charterers option, Charterers should be declare the final discharging port at least two (2)days before she arrives at loading point .

Should charterers need to go to a different discharging port in China than Nanjing, Owners will grant them ,this option and extra or saved feright will be calculated at the same T/C equivalent rate, adjustment for bunker,P/F D/A costs and different cargo quantity.

If discharging in alternative port(s) in China,then charterers guarantee the alternative discharging port(s) no draft limitation. lighterage / lightening / shifting if any,to be for charterers' account

## **CLAUSE 23 – LOADING TERMS**

Loading Rate

The Charterers shall load the coal aboard vessel at the average rates of ~~Berth/8,000 or 20,000 at Sellers option /BT 25,000~~ metric ton per weather working day of 24 consecutive hours, SHINC, (Excludes Indonesian major holidays: Idul Adha, Idul Fitri, New Year, Independence Day and Christmas Holidays). In case vessel is loaded during excepted period the actual time used to load to count as laytime.

#### Notice of Readiness

The owner or the master of the Vessel or his representative shall tender to Seller or its agent a Notice of Readiness after arrival of the Vessel at the Load Port. Such notice shall be tendered within the normal working hours between 00:00 a.m. and 24:00 p.m. on weekdays and 00:00—24:00 on Saturdays and Sundays excluding such holidays as Idul Adha, Idul Fitri, New Year, Independence Day and Christmas Holidays, provided the Vessel is in free Pratique and in all respects ready to load.

If the Vessel is unable to proceed directly to the Load Port and is compelled to anchor at or off Load Port, a Notice of Readiness may be tendered (without Pratique being granted on condition that free Pratique is subsequently granted) within the normal working hours between 00:00 a.m. and 24:00 p.m. on weekdays and 00:00 a.m. and 24:00 p.m. at or off Load Port on Saturdays and Sundays excluding such holidays as Idul Adha, Idul Fitri, New Year, Independence Day and Christmas Holidays, as soon as the Vessel is in all respects ready to load. If after berthing the vessel is found not to be free pratique, laytime shall be deemed not to have commenced until when the vessel is in fact in free pratique.

In any event, time lost for completion of Pratique after arriving at the Load Port shall not be counted as Laytime.

#### Laytime

Laytime shall commence to run twelve (12) hours (“Turn time”) after the tender of a Notice of Readiness to load whether the Vessel actually arrives at Load Port or not, unless sooner loaded. However, if Turn Time expires such holidays as Idul Adha, Idul Fitri, New Year, Independence Day and Christmas Holidays, Laytime shall commence at 9:00 a.m. on the next Business Day unless loaded sooner.

If her ATA prior to 1st day of the Laycan, Laytime shall commence on 1200LT 1st Day of Laycan, unless soon loading early.

Laydays shall be Weather Working Day of twenty-four (24) consecutive hours including Sundays, holidays with Idul Adha, Idul Fitri, New Year, Independence Day and Christmas Holidays excepted, unless used in which event only time actually used in the loading shall count.

Laytime shall cease to be counted after completion of loading. But waiting shipper's export documents (PEB) count as laytime except first 12 consecutive hours.

Time lost by the following causes shall not count as laytime (whether or not the Vessel is already on Demurrage) :

- a) Time required for shifting from the waiting point to the point where pratique is granted shall not be included in the Laytime if the Vessel has been ordered by the port authorities to wait for arriving at Load Port.
- b) Taken from anchor aweigh or pilot on board, whichever is earlier, until the vessel is all fast, and ready in all respects to load (including hatches passed, customs clearance and free pratique, opening and/or closing hatch, if applicable);
- c) Time lost due to inefficiency or any other cause attributable to the vessel (including attachments or other legal process), her agents, her master, her crew or the Owners which affects loading and/or discharging of the vessel;
- d) If loading is interrupted in order to conduct business on behalf of the Owners e.g. taking bunkers, victuals, intermediate draft surveys or draught checks;
- e) Breakdown or failure of the vessel to comply with the requirements or regulations of the loading port causing delay or restriction to loading operations; In case of vessel's gear break down and Laytime to be deducted basis pro-rata against the numbers of cranes out of order, if floating crane requested to be for owners account ,and time not to count as Laytime during the period for waiting for floating crane.
- f) If holds inspection is failed, laytime not to count. Laytime to be counted after hold re-inspection are passed;
- g) Time spent in conducting a draft survey of the vessel, prior to or intermediate or after the loading of the cargo, including all trimming work;
- h) Loading interruption due to wind ,rain, wave, fog or other natural causes, and interruption due to cleaning being required after rain and snow;

Once the vessel is on demurrage, she will always remain on demurrage except the above causes and all time lost shall continuously count as laytime. Any time lost during subsequent force majeure declaration/situations will be deducted from Laytime.

Lighterage/Lighting, if any, to be for Charterers' time and risk.

#### Demurrage and Despatch Money

- a) Laytime calculation will based on Statement of Facts (SOF) issued and duly signed by all parties including master of the vessel, vessel agent, etc.
- b) Allowable laytime shall be calculated by dividing the actual loaded quantity by the loading rate specified above
- c) Allowable laytime shall be expressed to the fifth decimal place, with the sixth decimal place being rounded up if five or greater and rounded down otherwise.
- d) Demurrage money shall be paid by the Charterers to the Owners for time lost after expiration of allowable laytime at the rates provided in Clause 26. Despatch money shall be paid by the Owners to the Charterers for laytime saved at the rates of one-half (1/2) of the demurrage rates stated in Clause 26. Rates shall be paid pro rata for part days.

## **CLAUSE 24 – DISCHARGING TERMS**

### Discharging Rate

Cargo to be discharged at rate of 12,000 metric tons per weather working day of 24 consecutive hours, Sundays, holidays included, except Major holiday, unless used.

### Notice of Readiness

In China, NOR to be tendered at any time day night Saturday Sunday and holidays included, whether in berth or not. ~~However, in other area, Such notice shall be tendered within the normal working hours between 8:00 a.m. and 5:00 p.m. on weekdays and 08:00—12:00 on Saturdays and Sundays excluding Major holidays.~~

Laytime to commence 12 hours after Notice of Readiness tendered unless sooner commenced, in which case actual time used to count. If after berthing the vessel is found not to be in free pratique and in all respects not ready to discharge or free pratique is not granted on arrival at the berth, laytime shall be deemed not to have commenced until when the vessel is in fact in free pratique and in all respects ready to discharge.

### Laytime (D/P)

Laytime shall commence twelve (12) hours after NOR tendered unless sooner commenced, which case actual time used to count in full. Laytime shall cease to be counted after completion of discharging.

Time lost by the following causes shall not count as laytime (whether or not the Vessel is already on Demurrage) :

- a) inward passage from CJK anchorage until the Vessel is securely moored at the discharging berth; shifting from berth to other berth or anchorage and shifting from anchorage to the berth again if the Vessel has been ordered by the port authorities .
- b) Taken from CJK anchor aweigh or pilot on board, whichever is earlier, until the vessel is all fast, and ready in all respects to discharge, (including hatches passed, customs clearance and free pratique, opening and/or closing hatch, if applicable);
- c) time spent in conducting initial draft survey of the Vessel, and intermediate draft survey, if it is requested by the Master;
- d) Breakdown or failure of the vessel to comply with the requirements or regulations of the discharging port causing delay or restriction to discharging operations; ~~In case of vessel's gear break down and Laytime to be deducted basis pro rata against the numbers of cranes out of order, if floating crane requested to be for owners account, and time not to count as Laytime during the period for waiting for floating crane.~~

- e) discharging interruption due to wind ,rain, wave, fog or other natural causes, and interruption due to cleaning being required after rain and snow;
- f) any other delay attributable to the Vessel or the Owners' Agents;

Once the vessel is on demurrage, she will always remain on demurrage except the above causes and all time lost shall continuously count as laytime. Any time lost during subsequent force majeure declaration/situations will be deducted from Laytime.

#### **CLAUSE 25 – FREIGHT / DEADFREIGHT AND PAYMENT**

USD xx.xx free in, out, stowed and trimmed from Muara Sangkulirang anchorage, East Kalimantan, Indonesia, to Nanjing discharging;

In case of other Anchorage or Port out of freight rate structure in clause 25, Owners will grant this option and extra or saved feright will be calculated at the same T/C equivalent rate, adjustment for bunker,P/F D/A costs and different cargo quantity.

100 percent of freight shall be paid within five (5) banking days of signing and releasing of bill(s) of lading marked “freight payable as per charter party” or before breaking bulk whichever is sooner. If the Charterers fail to supply a cargo as specified in this CP, deadfreight shall be payable. The laytime shall be calculated on actual quantity. The Owners/Master shall be entitled to clause Bills of Lading for any deadfreight due. If the Shippers/Suppliers state in writing that no more cargo will be shipped. The Owners shall not need to have any such statement confirmed by the Charterers. Full freight shall be deemed earned on completion of loading discountless and non-returnable whether vessel and/or cargo lost or not. despatch and/or demurrage if any, shall be paid within thirty (30) days after completion of discharging.

#### **CLAUSE 26 – DEMURRAGE AND DESPATCH FOR**

Demurrage rate: usd XX,000 pdpr/DHD at both ends;

Charterers to pay demurrage per day or pro rata for part of a day, for any time lost at both ends, at the demurrage rate stated herewith. Owners to pay despatch per day or pro rata for part of a day, for any time saved at both ends. Despach rate to be half demurrage rate.

Laytime at all ports to be non reversible.

The settlement of despatch and/or demurrage if any, shall be paid within thirty (30) days after completion of discharging.

#### **CLAUSE 27 – AGENT**

Owners' agents under charterer's nomination,subject to reasonable/competitive agency fee/cost,at load and discharge ports.

#### **CLAUSE 28 – PORT EXPENSES**

All port disbursements shall be paid by Owners at both ends.

All taxes and/or dues on cargo to be for Charterers' account; all taxes and/or dues on freight to be for Owners' account.

### **CLAUSE 29 – DAMAGES**

Charterers/Shippers/Receivers always to supply experienced shore labour to operate cranes, grabs, shore facilities, in their time and for their account.

All damages and/or stevedore damages sustained by the vessel during loading and/or discharging operations are to be settled directly between the Owners and the stevedores. Owners shall endeavour to settle the claim, if any, directly with the stevedores, but should the Owners be unable to reach a settlement with the stevedores within one month, Charterers shall use its utmost effort to assist the Owners to get the settlement from the stevedores.

### **CLAUSE 30 – BILL OF LADING**

“CONGENBILL” Bills of Lading to be used and subject to Owners’ approval. In case the original Bill(s) of Lading are not available upon vessel’s arrival at discharging port for any reason, the Master is to delivery the entire cargo to the Charterers’ order against presentation by Charterers of a Letter of Indemnity with wording as per Owners’ standard P & I Club form, signed by Charterers only. Discharge to commence on receipt by Owners of faxed copy of the Letter of Indemnity.

Should Charterers require vessel to change discharging port after Bill of Lading have been issued Owners to comply with such instructions upon receipt of a faxed copy of a single Letter of Indemnity signed by Charterers only and issued in conformity with Owners’ standard P & I Club form, however, any time loss/relevant expenses due to Charterers’ such requirement will be for Charterers’ account.

All original Letter of Indemnity to be couriered to Owners office immediately thereafter.

### **CLAUSE 31 – ARBITRATION AND GENERAL AVERAGE CLAUSE**

Arbitration in Shanghai and English law to apply. Arbitration Commission in Shanghai of China Maritime Arbitration Commission and Chinese maritime law to apply. All disputes arising under this contract which cannot be amicably resolved shall be referred to arbitration in shanghai, unless the parties agree upon a sole arbitrator, one to be appointed by each of the parties who will have the power to appoint an umpire if they disagree. The arbitrators and the umpire shall be members of the China Maritime Arbitration Commission. The contract is governed by Chinese Law and there shall apply to arbitrators’ proceedings under this clause terms of the current China Maritime Arbitration Commission at the time when the Arbitration proceedings are commenced.

### **CLAUSE 32 – GENERAL CONDITONS**

The New Jason Clause, Clause Paramount, Bimco Voywar 2004, New Both-to-Blame Collision Clause, P & I Bunker Deviation Clause as well as the Gencon Strike Clause are to form part of this Charter Party and are to be considered incorporated into all Bills of Lading issued under this contract.

### **CLAUSE 33 – EXCEPTION CLAUSE**

The act of god, perils of the sea, fire barratry of the Master and/or crew, enemies, pirates and thieves, arrest and restraint of prices, rules and people, collisions, stranding another accident on navigation excepted, even when occasioned by negligence, default, or error of judgment of the pilot, master, mariners or other servants of the Owners. Vessel is not responsible for losses through explosion, bursting of boilers, breakage of shafts or any latent defect of machinery or hull not resulting from want of due diligence by the Owners of the vessel or any of them, or by the ships husbands or manager.

#### **CLAUSE 34 – CHARTER PARTY**

The attached Gencon Charter Party Form, Part I and II, is considered as part of this contract.

In case of any contradiction between the Charter Party form printed clauses and the clauses agreed in this contract, the latter will apply.

#### **CLAUSE 35 – CONFIDENTIALITY**

This contract to be kept private and confidential between the parties.

#### **CLAUSE 36 – WAR RISK INSURANCE**

Any additional war risk insurance premium due to vessel performing under this contract including crew bonuses to be for Charterers' account.

#### **CLAUSE 37 – BIMCO ISPS CLAUSE**

ISPS Clause for Voyage Charter Parties

(A) (i) From the date of coming into force of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) in relation to the Vessel, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISPS Code) shall comply with the requirements of the ISPS Code relating to the Vessel and "the Company". Upon request the Owners shall provide a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO).

(ii) Except as otherwise provided in this Charter Party, loss, damage, expense or delay, excluding consequential loss, caused by failure on the part of the Owners or "the Company" to comply with the requirements of the ISPS Code or this Clause shall be for the Owners' account.

(B) (i) The Charterers shall provide the CSO and the Ship Security Officer (SSO)/Master with their full style contact details and any other information the Owners require to comply with the ISPS Code.

(ii) Except as otherwise provided in this Charter Party, loss, damage, expense, excluding consequential loss, caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account and any delay caused by such failure shall be compensated at the demurrage rate.

(C) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code, the following shall apply:

Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security

regulations or measures imposed by a port facility or any relevant authority under the ISPS Code.

Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code shall count as laytime or time on demurrage if the Vessel is on laytime or demurrage. If the delay occurs before laytime has started or after laytime or time on demurrage has ceased to count, it shall be compensated by the Charterers at the demurrage rate.

(D) Notwithstanding anything to the contrary provided in this Charter Party, any additional costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the Owners' negligence. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

(E) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

#### **CLAUSE 38 – BIMCO VOYWAR 2004**

(a) For the purpose of this Clause, the words:

(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and

(ii) "War Risks" shall include any actual, threatened or reported: War; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

(c) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part

thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.

(d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.

(e) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.

(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Charter Party, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners within 14 days after receipt of the Owners' invoice. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterer shall reimburse the Owners for the actual additional premiums paid which may accrue from completion of discharge until the Vessel leaves such area or areas referred to above. The Owners shall leave the area as soon as possible after completion of discharge.

(f) The Vessel shall have liberty:-

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;

- (ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;
- (iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;
- (iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;
- (v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;
- (vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.
- (g) If in compliance with any of the provisions of sub-clauses (b) to (f) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.

#### **CLAUSE 39 – FORCE MAJEURE CLAUSE**

A. Neither the vessel, the master, Carrier nor Charterers shall, unless otherwise in this contract expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder, arising or resulting from economies of mine, government intervention, technical problems, Act of God, act of war, insurrection, riot, embargo, perils of the sea, fire, explosions, earthquake, storm, tidal wave or similar disturbance, flood, drought, act of public enemies, pirates or assailing thieves, arrest or restraints or princes, rulers or people or seizure under legal process provided bond is promptly furnished to release the vessel or cargo; breakdown of machinery or facilities on board any vessel; breakdown of shore machinery or facility including shore loading and discharging equipment for more than ten (10) days; transportation or handling difficulties; strike, lockout, combination of workmen, stoppage or restraint of labor from whatever cause, either partial or general; law, act, order, proclamation, decree, regulation, ordinance, instruction or request of government or other public authorities, federal, state, local or foreign; judgment or decree of a court of competent jurisdiction; delay or failure of usual carriers or contractors, or suppliers of cargo, at any time or business curtailment, labor shortage or inability to obtain raw materials including iron ore, operating materials, plant equipment or materials required for maintenance or repairs; any contingency or delay or failure or cause of any nature beyond the reasonable control of Charterers or of carrier, whether or not of the kind herein above specified (any contingency or delay or failure being hereinafter called "Force Majeure"), preventing or hindering Charterers from shipping or carrier from transporting the bulk cargo referred herein. Prompt written notice to the other party shall be given by the party affected by such Force Majeure. Any party invoking Force Majeure pursuant to this Clause, shall, upon termination of such Force Majeure, give prompt notice thereof to the other party.

B. Carrier shall not be required to order a nominated vessel to proceed to a designated loading port on any voyage if at the time the vessel would arrive at such port either the port or ports of loading or the port of ports of discharging are subject to a Force Majeure, as

defined above, which the parties estimate would prevent either Charterers or carrier from performing hereunder for a period of more than ten (10) days. In such event, carrier or Charterers may cancel the particular voyage unless Charterers declares that time will count as if there were no Force Majeure. In the event of a cancellation pursuant to this paragraph, Charterers shall have the right to designate substitute loading dates for the cargo when the Force Majeure has ended and carrier will use its best efforts to meet such substitute loading dates, but new laytime commencement of new cargo laycan not to exceed 20 days from the end of either the Force Majeure or the canceling date, whichever is latest. In the event of a Force Majeure occurring after a part cargo has been loaded, unless Charterers declares that time shall count as if there were no Force Majeure, carrier may proceed with same and shall have the liberty to complete with other cargo and Charterers shall pay freight on the transported quantity only.

C. Laytime shall be suspended and demurrage shall not accrue during any delays in loading or discharging due to Force Majeure as defined above.

**CLAUSE 40 ETA NOTICE**

Owner / master/ agents to give charterers and shipper 10/7/5/3/2/1 days ETA notice .

**CLAUSE 41 SUPERCARGO**

The charterers are entitled to appoint a supercargo , who shall accompany the vessel at charters risk during loading operation at loadport. He is to be furnished with free accommodation and same fare as provided for the Masters table.

**CLAUSE 42 Anti-Bribery and Anti-Corruption Clause**

The counterparty should comply with all applicable anti-corruption laws and regulations; and not to offer or give, directly or indirectly, any gift, loan, fee, reward, services or anything more than nominal value or any other undue advantage or prospect thereof, present or promise to any staff and any related persons of COSCOCS who conclude transactions or perform the contract, and those who have any authority or influence over the transaction contemplated hereunder.

The counterparty hereof represents and warrants that none of its owners, partners, shareholders, directors has any financial or any other interest which would in any manner or degree be in conflict with the performance of this agreement.

The counterparty guarantees that once to breach the terms and conditions hereunder, the counterparty shall bear all the legal consequences and liabilities arising therefrom.

END

CHARTERERS:

OWNERS:

**DATANG POWER FUEL CO.,LTD.**

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