

No.: 2022-14 Date: 23nd MAY 2022

**Saler shipping company** the owner of the vessel. 1

**Saler shipping company** 即代表船东.

hereinafter called the Sellers, have agreed to sell, and

以下简称 卖方, 同意出售和

2

**XXXX COMPANY** 3

hereinafter called the Buyers, have agreed to buy,

**XXXX COMPANY** 或其指定方,以下简称买同意购买如下船舶, 买卖双方共同承担以下合约条款

Name:4

船名:

Type of vessel:

船型:

Classification Society/Class:

|  |  |  |
| --- | --- | --- |
| 船 级 :Built:  | 7 |  |
| 建造方 : 造 船 地 :  |  |
| Call sign: GRT/NRT: 船舶呼号 : 总吨位/净吨位:Length Overall : Width: Depth:  | 8 |
| 总长： 宽度： 型深： |  |
| Main Engine: 主机:  |  |
| hereinafter called the Vessel, on the following terms and conditions: |  | 9 |
| 以下称该船，满足以下条款： |  |  |

GENERAL CARGO SHIP 5

散货船

 6

地峡航运局

**Definitions** 定义 : 10

|  |  |  |
| --- | --- | --- |
| 船 级 :Built: By: ZHONGJUN GROUP 7816 FACTORY TAIZHOU,CHINA | 7 |  |
| 建造方 : 造 船 地 : 中国台州中军集团 7816 工厂 |  |
| Call sign:H9GU GRT/NRT: *4355/2504*船舶呼号 :H9GU 总吨位/净吨位:4355/2504Length Overall : 105.50 M Width: 16.80M Depth: 8.80 M | 8 |
| 总长：105.50 M 宽度：16.80 M 型深：8.80 M |  |
| Main Engine: MAN B&W 5L35MC 2794 KW \*200RPM \*1 unit主机: 曼恩 B&W 5L35MC (主机功率是 2794 千瓦 共一台) |  |
| hereinafter called the Vessel, on the following terms and conditions: |  | 9 |
| 以下称该船，满足以下条款： |  |  |

"Banking days" are days on which banks are open both in China and Philippines. ~~the country~~ ~~of the~~ 11 ~~currency~~

~~Stipulated for the Purchase Price in Clause 1 and in the place of closing stipulated in Clause 8.~~ 12

“银行工作日”即指~~合约第一条中船价所指定之币值发行国，和合约第八条中~~

 ~~船款交换地之~~中国和菲律宾银行均有营业之日。

"in writing" or "written" means a letter handed over from the Sellers to the Buyers or vice versa, 13

a registered letter, telex, telefax or other modern form of written communication 14

“以书面” 或 “书面”即指卖方将书信亲手交给买方或以挂号信/电报或传真或其它现代化之文书方式通知买方。

“Classification Society" or “Class" means the Society referred to in line 4. 15

“船级社” 或 “船级” 意即合约第四行所指之船级社。

# Purchase Price:

船舶成交价

#  16

# Deposit 17

As security for the correct fulfilment of this Agreement the Buyers shall pay a deposit of 20 % 18

(Twenty percent) of the Purchase Price which is RMB XXXXXXXXX 19

(RMB¥ ) within anking days from the date of this Agreement being 20

signed/exchanged by both parties by fax or email. This deposit shall be placed with: 21

为保证合同的履行，在双方通过传真或邮件签署该合同后3个银行工作日内，买方应支付合同价的20%， 22

即壹佰贰拾肆万的人民币。所支付的定金应打入以下账户： 23

Beneficiary Name: 24

Bank Account: Beneficiary Bank: Swift Code:

Add:

# Payment 付款 25

The said balance of the 80% Purchase Price which is RMB XXXXXXXXX 26

(RMB¥ xxxxx) together with the remaining bunkers and unused lubricating oil, etc. on board and export agent fee and other money due and payable by the Buyers under this Agreement shall be paid at the date of signing the Protocol of Delivery and Acceptance in full free of bank charges to the bank as above.

剩余 80%的船款，XXXXXXX整的人民币和该船上剩余的燃油和未使用的润滑油和出口代理费等费用及其他依据本合约规定需买方支付的款项,在签署交接书之日包含银行手续费应汇至如上账户。

on delivery of the Vessel against ~~the Sellers’ release to the Buyers the appropriate delivery documents as~~ 27 ~~per addendum attached to the MOA at the time of delivery and against~~ the presentation of an original Protocol of delivery and Acceptance duly signed by authorised representatives of Buyers and Sellers, but

not later than 3 banking days after the Vessel is in every respect

physically ready for delivery in accordance with the terms and conditions of this Agreement and 28

Notice of Readiness has been given in accordance with Clause 5. 29

Exchange of delivery documents and closing procedures shall take place at Taizhou city, Zhejiang, China. Any bank charges for remitting/transferring money to Sellers nominated bank to be for Buyers’ account. The Sellers are responsible for the customs clearances for exporting the vessel to Middle East, and Buyers will be responsible for the export agent fees.

For the single voyage from South China to XXXXXXX, Buyers are also to arrange and pay for the re- registration and the statutory certificates necessary for a single voyage to Middle East,

Buyers are responsible for the costs of port fee, tonnage taxes, quarantine fee, the crew fees and so on, which are necessary to crew the Vessel for her voyage to Middle East from South China.

交船时~~卖方将交船文件作为本合约附录一起移交给买方~~和出具由买卖双方代表签订的交船 协议同意书原件， 但是应在船舶各项交船准备按照合约规定做好的 3 个工作日之内出具并且依据条款 5 提供准备通知。

交船文件的交换地在xxxx。

买方支付所有汇款/转账的银行费用。

卖方负责该船出口到中东的通关，出口代理费用由买方负责支付。

从中国南方到中东是单航次航行, 买方负责由买方作为所有人的该船的重新注册，办理单航次航行中所需要的法定证书并支付费用。

买方负责支付从中国南方航行到中东与船员有关的费用、港口费、吨税和检疫费等。

**4 Inspections** 验 船 30

1. \* The Buyers have inspected and accepted the Vessel’s classification records. The Buyers 31

have also inspected the Vessel at/in

and have accepted the Vessel condition after engines and machines are operating normally. and the sale 32

is outright and definite after engines and machines are operating normally,subject only to the terms and 33

conditions of this Agreement.

买方于 2022 年 4 月 27 日在中国台州港检验过该船,并能接受船的船况如果主机设备能正常运行， 34

如果主机设备能正常运行那么该买卖是确定的，取决于合同条款和内容。

1. **~~\*~~** ~~The buyer shall have the right to inspect the Vessel's classification records and declare~~ 35

~~whether ship is accepted or not within~~ *~~72hoursafterinspection.~~* 36

~~The Sellers shall provide for inspections of the Vessel at Nantong in South China~~ 37

~~The Buyers shall undertake the inspection without undue delay to the Vessel latest by 5th~~ ~~April~~ 38

~~2013. Should the~~

~~Buyers cause undue delay,the seller has the right to cancel the MOA and return the deposit to the~~ 39

~~buyer, whereafter this Agreement shall be null and void..~~

~~The Buyers shall inspect the Vessel without opening up and without cost to the Sellers~~ 40

~~During the inspection, the Vessel’s deck and engine log books shall be made available for~~ 41

~~examination by the Buyers. If the Vessel is accepted after such inspection, the sale shall~~ 42

~~become outright and definite, subject only to the terms and conditions of this Agreement,the~~ 43

~~sleller can’t sell the ship to others,or the seller shall compensate the buyer for the losses~~ 44

~~thereby incurred.~~ 45

~~Should notice of acceptance of the Vessel's classification records and of the Vessel not be~~ 46

~~received by the Sellers as aforesaid, the deposit together with interest earned shall be~~ 47

~~released immediately to the Buyers, whereafter this Agreement shall be null and void.~~ 48

~~买方有权检查该船的入级记录，并且在检查完的 72 个小时之内声明是否接受该船。验船应在中国的南方南通进行。~~

~~买方不得无故拖延应该在 2013 年 4 月 5 号之前验船，万一买方无故拖延，未能在该期限内作出购买决定，卖方有权取消本合约，并退还买方定金，随后该合同无效。在检验过程中，该船的甲板和 轮机的航海日志应可供买家检查。如果该船在检验之后被接受，买卖应该立即服从该合同条款。卖 方不得将该船出售给第三方~~,~~否则卖方将赔偿买方因此造成的一切损失。~~

~~检验后万一卖方没有收到买方的接纳通知，定金和利息应立即一并归还给买方，随后该合同无效。~~

~~\*~~ ~~4 a) and 4b) are alternatives; delete whichever is not applicable. In the absence of deletions,~~ 49

~~alternative 4a) to apply.~~ 50

# 5. Notices, time and place of delivery 交船地点及时间 51

1. The Sellers shall keep the Buyers well informed of the Vessel’s itinerary and shall 52

provide the Buyers with 20/15/10/5 ~~and~~ days*’*notice of the expected date and 3/1 days of 53

definite notice of delivery at the

intended place of ~~drydocking/underwater inspection/~~delivery. When the Vessel is at the place 54

of delivery and in every respect physically ready for delivery in accordance with this 55

Agreement, the Sellers shall give the Buyers a written Notice of Readiness for delivery. 56

Notices to be sent by email or fax via brokers.

卖方应随时通知买方该船之确实船期并应提供买方 20，15，10 和 5 日的船舶交船准备的书面通知，确定交船日期后，应提前 3/1 天提供书面通知，在指定地点进行~~干坞/水底检查~~交船。

当船舶抵达交船地并依合约之规定完成交船准备后，卖方应给予买方完成交船准备的书面通 知。经纪人通过邮件或传真发送通知书。

1. The Vessel shall be delivered ~~and taken over~~ safely afloat at a safe and accessible berth or 57

anchorage at/~~in~~ 58

~~in the Buyers' option.~~ *~~SellerstodeclareactualportofdeliveryinSouthChina15calendardaysof~~* 59

*~~theexpecteddateofdelivery~~.*

~~Expected time of delivery:~~ *~~2~~*~~8th~~*~~May,2021 inBuyer'soption~~* 60

Time of delivery: 61

Date of cancelling 29th July, *2022* (see Clauses 5 c) 船舶将在中国XXXX泊位或锚地交与买方。 交船时间 : 2022 年 7 月 XXX 日之前。

解约日期 : 2022 年 7 月 XXX 日（见条款 5c）

1. If the Sellers anticipate that, notwithstanding the exercise of due diligence by them, the 62

Vessel will not be ready for delivery by the cancelling date (for reasons not due to delay 63

in conversion) they may notify the Buyers in

writing stating the date when they anticipate that the Vessel will be ready for delivery and 64

propose a new cancelling date. Upon receipt of such notification the Buyers shall have the 65

option of either cancelling this Agreement in accordance with Clause 14 within 7 running 66

days of receipt of the notice or of accepting the new date as the new cancelling date. If the 67

Buyers have not declared their option within 7 running days of receipt of the Sellers' 68

notification or if the Buyers accept the new date, the date proposed in the Sellers' notification 69

shall be deemed to be the new cancelling date and shall be substituted for the cancelling 70

date stipulated in line 61. 71

If this Agreement is maintained with the new cancelling date all other terms and conditions 72

hereof including those contained in Clauses 5 a) and 5 c) shall remain unaltered and in full 73

force and effect. Cancellation or failure to cancel shall be entirely without prejudice to any 74

claim for damages the Buyers may have under Clause 14 for the Vessel not being ready by 75

the original cancelling date 76

如果卖方预期即使尽全力配合，该船仍无法在解约期限前完成交船准备， 则卖方应以书面通知买方可能之交船日期，并建议一个新的解约期限。买 方可于收到通知后七个工作日内依合约第十四款之规定选择取消合约或接 受新的解约期限。若买方未于七日内宣布决定，则卖方于书面建议之日期 应被视为新的解约期限并替代合约 61 行之规定。

如果合约更改解约期限并继续生效，则所有的其他条款和条件，包括 5 a)

和 5 c)均将维持不变且自始有效。无论取消合约与否，将完全不影响买家依合约十四款中因船东未于原来之交船日前完成交船准备导致买方权益受 损时向卖方提出损害求偿权。

1. Should the Vessel become an actual, constructive or compromised total loss before delivery, 77

the deposit together with interest earned shall be released immediately to the Buyers 78

~~whereafter~~ this Agreement shall be null and void 79

如果该船舶于交船前发生全损或推定全损或视同全损，前述之订金连同利息应立即退还给买方,该合约至此无效。

6 **~~Drydocking~~ ~~干坞~~** 80

1. \*\* ~~The Sellers shall place the Vessel in drydock at the port of delivery for inspection by the~~ 81

~~Classification Society of the Vessel's underwater parts below the deepest load line, the~~ 82

~~extent of the inspection being in accordance with the Classification Society's rules. If the~~ 83

~~rudder, propeller, bottom or other underwater parts below the deepest load line are found~~ 84

~~broken, damaged or defective so as to affect the Vessel's class, such defects shall be made~~ 85

~~good at the Sellers' expense to the satisfaction of the Classification Society without~~ 86

~~condition/recommendation\*.~~ 87

1. \*\* ~~(i) The Vessel is to be delivered without drydocking. However, the Buyers shall~~ 88

~~have the right at their expense to arrange for an underwater inspection by a diver approved~~ 89

~~by the Classification Society prior to the delivery of the Vessel . The Sellers shall at their~~ 90

~~cost make the Vessel available for such inspection. The extent of the inspection and the~~ 91

~~conditions under which it is performed shall be to the satisfaction of the Classification~~ 92

~~Society. If the conditions at the port of delivery are unsuitable for such inspection, the~~  93

~~Sellers shall make the Vessel available at a suitable alternative place near to the delivery~~ 94

~~port.~~ 95

~~ii) If the rudder, propeller, bottom or other underwater parts below the deepest load line~~ 96

~~are found broken, damaged or defective so as to affect the Vessel's class, then unless~~ 97

~~repairs can be carried out afloat to the satisfaction of the Classification Society, the Sellers~~  98

~~shall arrange for the Vessel to be drydocked at their expense for inspection by the~~ 99

~~Classification Society of the Vessel's underwater parts below the deepest load line, the~~ 100

~~extent of the inspection being in accordance with the Classification Society's rules. If the~~ 101

~~rudder, propeller, bottom or other underwater parts below the deepest load line are found~~ 102

~~broken, damaged or defective so as to affect the Vessel’s class, such defects shall be made~~ 103

~~good by the Sellers at their expense to the satisfaction of the Classification Society~~ 104

~~without condition/recommendation\*. In such event the Sellers are to pay also for the cost of~~ 105

~~the underwater inspection and the Classification Society's attendance.~~ 106

~~(iii) If the Vessel is to be drydocked pursuant to Clause 6 b) (ii) and no suitable dry-~~  107

~~docking facilities are available at the port of delivery, the Sellers shall take the Vessel~~ 108

~~to a port where suitable drydocking facilities are available, whether within or outside the~~ 109

~~delivery range as per Clause 5 b). Once drydocking has taken place the Sellers shall deliver~~ 110

~~the Vessel at a port within the delivery range as per Clause 5 b) which shall, for the~~ 111

~~purpose of this Clause, become the new port of delivery. In such event the cancelling date~~ 112

~~provided for in Clause 5 b) shall be extended by the additional time required for the~~ 113

~~drydocking and extra steaming, but limited to a maximum of 14 running days.~~ 114

1. ~~If the Vessel is drydocked pursuant to Clause 6 a) or 6 b) above~~ 115
	1. ~~the Classification Society may require survey of the tailshaft system, the extent of~~ 116

~~the survey being to the satisfaction of the Classification surveyor. If such survey is not~~ 117

~~required by the Classification Society, the Buyers shall have the right to require the tailshaft~~ 118

~~to be drawn and surveyed by the Classification Society, the extent of the survey being in~~ 119

~~accordance with the Classification Society's rules for tailshaft survey and consistent with~~ 120

~~the current stage of the Vessel's survey cycle. The Buyers shall declare whether they~~  121

~~require the tailshaft to be drawn and surveyed not later than by the completion of the~~ 122

~~inspection by the Classification Society. The drawing and refitting of the tailshaft shall be~~ 123

~~arranged by the Sellers. Should any parts of the tailshaft system be condemned or found~~ 124

~~defective so as to affect the Vessel's class, those parts shall be renewed or made good at~~ 125

~~the Sellers' expense to the satisfaction of the Classification Society without~~ 126

~~condition/recommendation\*.~~ 127

* 1. ~~the expenses relating to the survey of the tailshaft system shall be borne~~ 128

~~by the Buyers unless the Classification Society requires such survey to be carried out, in~~ 129

~~which case the Sellers shall pay these expenses. The Sellers shall also pay the expenses~~ 130

~~if the Buyers require the survey and parts of the system are condemned or found defective~~ 131

~~or broken so as to affect the Vessel's class\*.~~ 132

* 1. ~~the expenses in connection with putting the Vessel in and taking her out of~~ 133

~~drydock, including the drydock dues and the Classification Society's fees shall be paid by~~ 134

~~the Sellers if the Classification Society issues any condition/recommendation\* as a result~~ 135

~~of the survey or if it requires survey of the tailshaft system. In all other cases the Buyers~~ 136

~~shall pay the aforesaid expenses, dues and fees.~~ 137

* 1. ~~the Buyers' representative shall have the right to be present in the drydock, but~~ 138

~~without interfering with the work or decisions of the Classification surveyor.~~ 139

* 1. ~~the Buyers shall have the right to have the underwater parts of the Vessel~~ 140

~~cleaned and painted at their risk and expense without interfering with the Sellers' or the~~ 141

~~Classification surveyor's work, if any, and without affecting the Vessel’s timely delivery. If,~~ 142

~~however, the Buyers' work in drydock is still in progress when the Sellers have~~ 143

~~completed the work which the Sellers are required to do, the additional docking time~~ 144

~~needed to complete the Buyers' work shall be for the Buyers' risk and expense. In the event~~ 145

~~that the Buyers' work requires such additional time, the Sellers may upon completion of the~~ 146

~~Sellers' work tender Notice of Readiness for delivery whilst the Vessel is still in drydock~~ 147

~~and the Buyers shall be obliged to take delivery in accordance with Clause 3, whether~~  148

~~the Vessel is in drydock or not and irrespective of Clause 5 b).~~ 149

\* ~~Notes, if any, in the surveyor's report which are accepted by the Classification Society~~ 150

~~without condition/recommendation are not to be taken into account.~~ 151

*6 a) and 6 b) are alternatives; delete whichever is not applicable. In the absence of deletions,* 152

 *alternative 6 a) to apply* 153

# 7. Spares/bunkers, etc. 备用品及燃料条款 154

The Sellers shall deliver the Vessel to the Buyers with everything belonging to her on board without extra cost to the Buyers ~~and on~~

~~Shore and on order~~ including all Navaids and wireless equipment, loading instruments(loadcator) and GMDSS, used and unused stores and provision, etc. All spare parts and equipment ~~including spare tail-~~ ~~end shaft(s) and/or spare propeller(s)/propeller blade(s), if any~~, belonging to the Vessel at

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the time of inspection used or unused, whether on board or not shall become the Buyers’ property, 157

but spares on order are to be excluded. Forwarding charges, if any, shall be for the Buyers’ account. 158

The Sellers are not required to replace spare parts including spare tail-end shaft(s) and spare 159

propeller(s)/propeller blade(s) which are taken out of spare and used as replacement prior to 160

delivery, but the replaced items shall be the property of the Buyers. The radio installation and 161

navigational equipment shall be included in the sale without extra payment if they are the property 162

of the Sellers. Unused stores and provisions shall be included in the sale and be taken over by 163

the Buyers without extra payment. The Sellers have the right to take ashore crockery, plates, 164

cutlery, linen and other articles bearing the Sellers' flag or name, provided they replace same with 165

similar unmarked items. Library, forms, etc, exclusively for use in the Sellers' vessel(s), shall be 166

excluded without compensation. Captain's, Officers' and Crew's personal belongings 167

including the slop chest are to be excluded from the sale, as well as the following additional 168

items (including items on hire) 169

The Buyers shall take over the remaining bunkers and unused lubricating oils in storage tanks and 170

sealed unbroached drums and pay the seller's actual supply net price with supporting invoices/vouchers/receipts*.*~~current net~~ ~~market price~~ ~~(~~excluding barging expenses) at the ~~port and~~ date of delivery of the Vessel

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Payment under this Clause shall be made at the same time and place and in the same currency as 173

the Purchase Price.

属于该船之任何物品，应一并无需额外支付交给买方，~~岸上和订购中的物品~~包括所有助航设备和无 线电设备，装载手册（装载仪）和全球海上遇险与安全系统，使用过和未使用过的储存供应品等。所有的备用零件和备用设备，~~包括备用尾轴和/或备用螺旋桨/桨叶，如果有~~，不论用过与否或交船时是否在船上均应视为买家的财产，但订购中之备用品除外。如果有转运费，应由买方支付。卖方不需要提供交船前作为替代的备用物品，包括备用尾轴和备用螺旋桨/桨叶，但是替代过的物品应归买方所有。所有的无线电导航设备只要是属于卖方财物，均须一并交给买方而无需支付额外款项。未用过之零件和补给亦应包含在买卖内一并交给买方而无需支付额外款项。

卖方有权取回船上所有之陶器，餐盘，餐具，餐巾及其他印有船东旗志或姓名之物品，而以无旗志 之类似物品替换。卖方船舶专用书籍 /表格亦将除外而无需补偿。属于船长和船员之个人物品及下列物品：租用之物品，不包含于此买卖中。

买方须依据发票/凭单/收据和卖方实际购买价格(不包括驳船费)额外支付船上剩余之燃料油及未开封和存于油舱内尚未使用的润滑油费。

依该条款下的支付，应与船款在同一时间，同一地点，同一币种情况下进行。

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# 8. Documentation 文件 175

In exchange of payment and delivery of the Vessel, the Buyers and Sellers are to provide each other with their respective delivery documentation. Buyers and Sellers shall mutually advise their requirements and the same to be incorporated as an addendum to the MOA. This addendum to be ready within 2 (TWO) weeks of signing the MOA. Signing of such addendum shall by no means delay signature of the relevant MOA by both parties.

为了完成该船的付款和交付，买卖双方需分别提供给对方所需的交船文件。买卖双方的要求应附在本合约附录中。该附录应在本合约签订后 2 个星期内准备好。该附录应由双方及时签署。

The place of closing: The documentary delivery/monetary closing shall take place at taizhou, China with attendance of the Sellers and Buyers representatives with due power of attorney.

交船地点：交船文件/货币交换都在中国台州，具有法律效力的买卖双方代表参加。

~~176~~

In exchange for payment of the Purchase Price the Sellers shall furnish the Buyers with delivery ~~177~~

documents namely: ~~178~~

1. Legal Bill of Sale in a form recordable in (the country in which the Buyers are ~~179~~

to register the Vessel), warranting that the Vessel is free from all encumbrances, mortgages ~~180~~

and maritime liens or any other debts or claims whatsoever, duly notarized, attested and ~~181~~

Legalized by the consul of such country or other competent authority. ~~182~~

1. Current Certificate of Ownership issued by the competent authorities of the flag state of 183

the Vessel. 184

1. Confirmation of Class issued within 72 hours prior to delivery. 185
2. Current Certificate issued by the competent authorities stating that the Vessel is free from 186

registered encumbrances 187

1. Certificate of Deletion of the Vessel from the Vessel’s registry or other official evidence of 188

deletion appropriate to the Vessel’s registry at the time of delivery, or, in the event that the 189

registry does not as a matter of issue such documentation immediately, a written 190

undertaking by the Sellers to effect deletion from the Vessel’s registry forthwith and furnish a Certificate or other official evidence of deletion to the Buyers promptly and latest within 4 (four) weeks after the Purchase Price has been paid and the Vessel has been delivered.

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f) Any such additional documents as may reasonably be required by the competent authorities 194

for the purpose of registering the Vessel, provided the Buyers notify the Sellers of any such 195

documents as soon as possible after the date of this Agreement 196

At the time of delivery the Buyers and Sellers shall sign and deliver to each other a Protocol of 197

Delivery and Acceptance confirming the date and time of delivery of the Vessel from the Sellers to the Buyers.

At the time of delivery the Sellers shall hand to the Buyers the classification certificate(s) as well as all plans, drawings and instructions manuals, technical records, etc. which are on board the Vessel but except all ISM manuals, certificates which shall be returned to third parties or competent authorities and are excluded from sale and will be removed from Vessel before delivery of the Vessel to Buyers. Other certificates which are on board the Vessel shall also

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be handed over to the Buyers unless the Sellers are required to retain same, in which case the 202

Buyers to have the right to take copies. Other technical documentation which may 203

be in the Sellers' possession shall be promptly forwarded to the Buyers at their expense, if they so 204

request. The Sellers may keep the Vessels log books but the Buyers to have the right to take 205

copies of same *at Buyer's cost*.

交船时，买卖双方应签订交船协议书确认卖方交船给买方的时间和地点。

交船时，卖方应交给买方该船上所有的船级证书，设计图，操作手册，技术记录等，但除了船舶安 全管理手册和需要归还给第三方或其他机构的证书和在交船前已经从该船移除的文件。除非卖方要求保 留，船上的其他证书亦应一并交给买方，但卖方留存之证书，买方有权要求持有影印本。卖方所拥有的机械方面的文件应于买方要求时以买方之费用立即交给买方。卖方可以保有该船之航行日志，但买方有权要求持有影印本并支付费用。

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**9. Encumbrances** 债 务 207

The Sellers warrant that the Vessel, at the time of delivery, is free from all charters, encumbrances, 208

mortgages and maritime liens or any other debts whatsoever. The Sellers hereby undertake 209

to indemnify the Buyers against all consequences of claims made against the Vessel which have 210

been incurred prior to the time of delivery.

卖方保证该船于交船时已无租约，负债，抵押，海事留置权或任何财务纠纷。 如有任何纠纷系交船前已发生，卖方应承担一切赔偿责任。

211

**10. Taxes, etc.** 税 费 212

Any taxes, fees and expenses in connection with the purchase and registration under the Buyers' 213

flag shall be for the Buyers' account, whereas similar charges in connection with the closing of 214

the Sellers' register shall be for the Sellers' account.

任何因购买该船及注册船旗所生成的税务，费用和支出应由买方负担，所有与该船出售交 付相关的税费由卖方支付

215

1. **Condition on delivery** 交船条件 216

The Vessel with everything belonging to her shall be at the Sellers' risk and expense until she is 217

delivered to the Buyers, but subject to terms and conditions of this Agreement. 218

The Builder should provide the IBS Class Certificates upon delivery. The sellers shall show the operation of equipment on-board for crews of buyers. However, the Vessel shall be delivered charter free and free of any encumbrances, maritime liens,

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mortgages and debts whatsoever ~~with~~ ~~without condition/recommendation\*,~~ 220

~~free of average damage affecting the Vessels class~~.

交船前有关该船的一切事物均属卖方的责任与费用，但是受制于本合约的条款。卖方在交接时要提 供 IBS 证书。该船在交接时，卖方向买方船员演示船上的设备，应免于租约，负债，海事置留，抵押等。

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~~national certificates, as well as all other certificates the Vessel had at the time of inspection, valid and~~ 222

~~unextended without condition/recommendation\* by Class or the relevant authorities at the time of~~ 223

~~delivery~~. 224

~~"Inspection" in this Clause 11, shall mean the Buyers' inspection according to Clause 4 a) or 4 b), if~~ 225

~~applicable, or the Buyers' inspection prior to the signing of this Agreement. If the Vessel is taken over~~ 226

~~without inspection, the date of this Agreement shall be the relevant date.~~ 227

~~\* Notes, if any, in the surveyor's report which are accepted by the Classification Society~~ 228

~~without condition/recommendation are not to be taken into account.~~ 229

1. **Name / markings** 船名及标志条款 230

Upon delivery the Buyers undertake to change the name of the Vessel and alter funnel markings.

交船时，买方应保证更换船舶之船名及烟囱之标志。

231

**13. Buyers' default** 买方之违约条款 232

~~Should the deposit not be paid in accordance with Clause 2, the Sellers have the right to cancel this~~ 233

~~Agreement, and they shall be entitled to claim compensation for their losses and for all expenses~~ 234

~~incurred together with interest.~~ 235

Should the Purchase Price not be paid in accordance with Clause 3, the Sellers have the right to 236

cancel the Agreement, in which case the deposit together with interest earned shall be released to the 237

Sellers. If the deposit does not cover their loss, the Sellers shall be entitled to claim further 238

compensation for their losses and for all expenses incurred together with interest.

如果船款未依合约第三款之规定准时存入，卖方有权取销合约，此时原存入之保证金及滋 生之利息将由卖方没收。如果该保证金不足支付卖方之损失，卖方有权再请求赔偿损失和 所有因买卖而发生之费用并以加计利息。

239

1. **Sellers' default** 卖方之违约条款 240

~~Should the Sellers fail to give Notice of Readiness in accordance with Clause 5 a) or fail to be~~  241

~~to validly complete a legal transfer by the date stipulated in line 61 the Buyers shall have~~ 242

~~the option of cancelling this Agreement provided always that the Sellers shall be granted a~~ 243

~~maximum of 3 banking days after Notice of Readiness has been given to make arrangements~~ 244

~~for the documentation set out in Clause 8. If after Notice of Readiness has been given but before~~ 245

~~the Buyers have taken delivery, the Vessel ceases to be physically ready for delivery and is not~~ 246

~~made physically ready again in every respect by the date stipulated in line 61 and new Notice of~~ 247

~~Readiness given, the Buyers shall retain their option to cancel. In the event that the Buyers elect~~ 248

~~to cancel this Agreement the deposit together with interest earned shall be released to them~~ 249

~~immediately.~~ 250

~~Should the Sellers fail to give Notice of Readiness by the date stipulated in line 61 or fail to be ready~~ 251

~~to validly complete a legal transfer as aforesaid they shall make due compensation to the Buyers for~~ 252

~~their loss and for all expenses together with interest if their failure is due to proven~~  253

~~negligence and whether or not the Buyers cancel this Agreement.~~ 254

Once received the deposits as stated in Clause 2, the MOA will become effective. Sellers do not have the right to resell the Vessel to other Buyers. Otherwise, the Sellers have to release the deposits together with the interest earned to the Buyers and

the Buyers shall be entitled to claim further compensation for their lost.

一旦收到条款 2 所述的定金，本合约立即生效。卖方没有权利将该船再次卖给其他买方，否则，卖方将定金以及生成的利息退还给买方，并且买方有权要求卖方支付买方的损失。

1. **Buyers' representatives** 买方代表 : 255

After this Agreement has been signed by both parties and the deposits have been lodged, the Buyers 256

have the right to place two (2) representatives immediately, who will remain with Vessel till time of delivery. Such representatives shall stay on board the Vessel at Buyers’ risk and expense for familiarisation purposes only without interference to manning/operation of Vessel whatsoever.

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~~arrival at first suitable port. on or about~~ 258

~~These representatives are on board for the purpose of familiarisation and in the capacity of~~ 259

~~observers only, and they shall not interfere in any respect with the operation of the Vessel.~~ 260

Buyers' representatives shall sign the Sellers' letter of indemnity prior to their embarkation.

于双方签订买卖合约和定金支付后，买方有权在自费及自行承担风险之情况下安排 2 位代表在交船前上船，以观摩为限，且在任何情况下均不可影响该船之运转。买方代表登轮前须签订安全保证书。

261

**16. Arbitration** 仲裁条款 262

1. ~~\* This Agreement shall be governed by and construed in accordance with English law and~~ 263

 ~~any dispute arising out of this Agreement shall be referred to arbitration in London in~~  264

 ~~accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or~~ 265

 ~~re-enactment thereof for the time being in , one arbitrator being appointed by each~~ 266

 ~~party. On the receipt by one party of the nomination in writing of the other party's arbitrator,~~ 267

 ~~that party shall appoint their arbitrator within fourteen days, failing which the decision of the~~ 268

 ~~single arbitrator appointed shall apply. If two arbitrators properly appointed shall not agree~~ 269

 ~~they shall appoint an umpire whose decision shall be final~~ 270

1. ~~\* This Agreement shall be governed by and construed in accordance with Title 9 of the~~ 271

 ~~United States Code and the Law of the State of New York and should any dispute arise out of~~ 272

 ~~this Agreement, the matter in dispute shall be referred to three persons at New York, one to~~ 273

 ~~be appointed by each of the parties hereto, and the third by the two so chosen; their~~ 274

 ~~decision or that of any two of them shall be final, and for purpose of enforcing any award, this~~ 275

 ~~Agreement may be made a rule of the Court.~~ 276

 ~~The proceedings shall be conducted in accordance with the rules of the Society of Maritime~~ 277

 ~~Arbitrators, Inc. New York.~~ 278

1. \* Any dispute arising out of this Agreement shall be referred to arbitration in XXXX 279

*with Chinese Law*, ~~subject to the procedures applicable there.~~  280

~~The laws of~~ shall govern this Agreement.

任何因合约衍生之纠纷应依程序在XXXXX仲裁。并归中国的法律辖。

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*16 a), 16 b) and 16 c) are altematives; delete whichever is not applicable. In the absence of* 282

*deletions, altemative 16 a) to apply*. 283

# CLAUSE 17

The negotiation and subsequent fixture shall be kept strictly private and confidential

所有合同谈判内容双方保密。

# CLAUSE 18

THE SELLERS THE BUYERS

Title: President Title: President