

Box 1: Shipbroker's full style	<b>Unafix</b> standard form fixture note Exported date: 03 February 2021 Unafix revision 0.78	
Unafix Shipbrokers B.V. Schildweg 16 9979XR Eemshaven		
Box 2: Shipowner's fully style	Box 3: Charterer's full style	
Unafix Shipowning B.V. Schildweg 16 9979XR Eemshaven	Unafix Chartering B.V. Schildweg 16 9979XR Eemshaven	
Box 4: Vessel name	Box 5: Vessel's DWT on summer load line in metric tons	
MV "Pioneering Fixture Notes"	45.000	
Box 6: Load port	Box 7: Discharge port	
Rotterdam, the Netherlands	Izmir, Turkey	
Box 8: Load port agent	Box 9 Discharge port agent	
Unafix Ship Agents B.V. Schildweg 16 9979XR Eemshaven	Unafix Ship Agents B.V. Schildweg 16 9979XR Eemshaven	
Box 10: The cargo	40.000 metric tons, +/- 5% in Charterer's option, of steel coils, billets, slabs and beams to be carried as sole cargo.	
Box 11: Vessel's gear	Box 12: Freight and payment	
The Vessel is geared with 4 gears. These gears may be used for loading and discharging.	Freight shall be USD 180.000,- lumpsum, to be adjusted pro-rata if more or less is carried pursuant to the option in box 10	
Box 13: Freight payment terms	Box 14: Freight beneficiary	
Freight shall be due and payable after signing and release of the bills of lading and always before breaking bulk.	Unafix B.V. with IBAN NLXX YYYY 1234 56 7890	
Box 15: Laycan	Box 16: Laytime	
Laycan commences on 24-02-2021 00:00 and completes at 29-02-2021 00:00, local time at the port of loading.	Laytime shall be separate for the port of loading and the port of discharge.	
Box 17: Demurrage	Box 18: Law & Arbitration	
Demurrage shall be USD 5.500,- per day pro rata.	This Charter Party shall be governed by English law. Disputes shall be resolved through arbitration in London.	
Box 19: Whole contract clause	The full set of terms shall be this fixture note, a clean Gencon '94 Charter Party (logically amended by this fixture note in case of conflict) and a set of Rider Clauses, dated 15-11-2020 and attached to this fixture note.	

## Clause 1 - Voyage and freight

### 1.1 Freight and payment thereof

The freight shall be USD 180.000,- lumpsum. Freight shall be paid to Unafix B.V. on bank account: IBAN NLXX YYYY 1234 56 7890. Freight shall be due and payable after signing and release of the bills of lading, and in any event before breaking bulk.

### 1.2 The Voyage

Port of loading shall be Rotterdam, the Netherlands. Charterers shall arrange 1 good safe berth. The berth shall be always accessible and always afloat. Owners are to check and verify themselves about restrictions prevailing at port of loading.

Port of discharge shall be Izmir, Turkey. The berth shall be not always accessible, but always safely afloat. Owners are to check and verify themselves about restrictions prevailing at port of discharge.

This clause shall not be interpreted as a means of determining when and where NOR may be tendered, which is agreed in Clause 4 of this fixture note.

### 1.3 Deadfreight

Should the Charterer fail to supply the cargo as specified in box 10, the Vessel may, at the Master's option, and shall, upon request of the Charterer, proceed on her voyage, provided that the holds in which cargo is loaded are sufficiently filled to put her in seaworthy condition. Deadfreight shall be paid on the difference between the intaken quantity as per issued cargo document (i.e. bill of lading) and the minimum cargo specified in box 10.

### 1.4 Deviation

- The Vessel may sail without pilots, provide assistance or tows to other Vessels at the Owner's discretion and she may deviate for the purpose of saving life and/or property.
- The Vessel may follow the instructions or recommendations of War Risk Underwriters with which the Vessel is or becomes entered during the duration of this charter party.
- The Vessel may call intermediate port(s) to change (a) member(s) of the crew when there is reason to believe that they may be subject to governmental sanctions.

### 1.5 Cancellation

- If the Vessel is not in a position to tender her notice of readiness in accordance with clause 4 in the port of loading on 29-02-2021 00:00, the charterers shall have the option to cancel this charter party.
- The Voywar 2013 clause shall be incorporated into this Charter Party as per clause 7 under additional clauses.

## 1.6 General Average

- General Average shall be adjusted in London according to the York Antwerp Rules 1994.
- The New Jason clause shall be incorporated into this Charter Party as per clause 7 under additional clauses.

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## **Clause 2 – Bills of Lading & LOI's**

### **2.1 The issuance of cargo documents**

- One set of "to order" Bills of Lading will be issued on the Congenbill 94 form.
- The quantity of the cargo to appear on the bills of lading as determined by draft survey.
- Bills of lading to be issued and signed by loadport Agent on behalf of the Master.

### **2.2 Remarks relating to the cargo**

- The Master shall only be allowed to remark the bills of lading in accordance with the following remarks: Rusty, wet, damp, oil stained.
- If the Master is of the reasonable opinion that pre-existing cargo damage exceeds these remarks, the Master can reject this cargo, charterers to provide alternative cargo for the damaged part of the cargo.

### **2.3 Letters of indemnity**

At the Charterers' request, the Owners will discharge the cargo without production of an original bill of lading. If Charterers exercise this right, they shall do so by a written request to the Owners and in return for honouring Charterers' request, Owners may demand an LOI to be issued. The LOI shall be co-signed by the receivers of the cargo. Discharge shall take place in Customs' Custody, with release of the cargo to the final receiver to take place upon presentation of the original bill of lading. Any costs associated with discharge in Customs' Custody shall be for Charterers' / Receivers' account.

### **2.4 Additional clauses relating to Bills of Lading**

If deck cargo is carried, the bills of lading will be remarked "carried on deck at charterers' / Shippers' / Receivers' risk, free of risk or responsibility to the Owners whatsoever" or similar wording insofar the deck cargo is concerned.

## Clause 3 – Risks & Costs

### 3.1 FIOS and FIOS alternatives

The cargo shall be brought into the holds and taken therefrom on the basis of FIOS-LSD terms.

### 3.2 Taxes and Dues

Taxes and dues, to the extent applicable, shall be apportioned as follows:

Tallymen	Owner
Taxes and dues on cargo	Charterer
Taxes and dues on Vessel or flag	Owner
Dock dues	Charterer
Taxes / dues on crew	Owner
Shifting ordered by Vessel or Authorities	Owner
Shifting ordered by Charterers	Charterer
Wharfages	Charterer
Berth occupancy dues	Charterer
Freight tax	Owner
Ice dues	Charterer
Icebreaker assistance	Charterer

### 3.3 Ship's crew, cranes and gear

- The crew is to render customary assistance to the Charterers during loading and unloading of the cargo, but always as servants to the Charterers and free of risk, liability and responsibility to the Owners.
- All of the ship's gears and cranes will be available to the Charterers free of expense to the Charterers throughout loading and discharge operations.
- To the extent local regulations permit, the crew will operate the cranes if Charterers so request. Crew members that are operating cranes shall be Charterers' servant and work under their risk and responsibility.
- If local regulations prohibit the crew from operating cranes, shore labourers shall be for Charterer's expense and risk.
- The vessel shall provide sufficient lights for all purposes relating to loading and discharging free of charge to the Charterers.

### **3.4 Stevedores**

- The Charterers shall be responsible for damage exceeding wear and tear to the Vessel caused by the Stevedores.
- The Owners shall notify the Charterers of such damage before departure from port, failing which Charterers' liability shall cease to exist.
- The Owners shall endeavour to obtain Stevedores' written acknowledgement of liability.
- Charterers shall repair Stevedore damage before completion of the voyage and any damage affecting seaworthiness or class before the Vessels sails from port where such damage was caused or found, all in their time at demurrage rate.

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## Clause 4 – Laytime & Demurrage

### 4.1 NOR tendering in port of loading

Notice of readiness shall be considered validly tendered for the purposes of the commencement of laytime if all of the following conditions have been met:

- Notice of readiness has been tendered through either email, fax, letter, or cable.
- Notice of readiness has been tendered to any of the following parties: Charterers or Charterers' local agents.
- Notice of readiness has been tendered when the Vessel is within port limits.<sup>1</sup>
- Notice of readiness has been tendered within working days and within office hours.<sup>2</sup>
- Additionally, NOR may be validly tendered on the basis of whether in port or not.<sup>3</sup>
- NOR may *not* be validly tendered during holidays as per the latest BIMCO Holiday Calendar.

### 4.2 NOR tendering in port of discharge

Notice of readiness shall be considered validly tendered for the purposes of the commencement of laytime if all of the following conditions have been met:

- Notice of readiness has been tendered through either email, fax, letter, or cable.
- Notice of readiness has been tendered to any of the following parties: Charterers or Charterers' local agents or receivers under the bill of lading.
- Notice of readiness has been tendered when the Vessel is at berth and all fast.
- Additionally, NOR may be validly tendered on the basis of Whether in free pratique or not.<sup>4</sup>
- Additionally, NOR may be validly tendered on the basis of Whether customs cleared or not.<sup>5</sup>
- Notice of readiness has been tendered within working days and within office hours.<sup>6</sup>
- NOR may *not* be validly tendered during holidays as per the customs of the port.

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<sup>1</sup> Port limits shall mean any area where vessels load or discharge cargo and shall include, but not be limited to, berths, wharves, anchorages, buoys and offshore facilities as well as places outside the legal, fiscal or administrative area where vessels are ordered to wait for their turn no matter the distance from that area.

<sup>2</sup> Working days shall be considered Mondays Tuesdays Wednesdays Thursdays Fridays . Office hours are between 09:00 and 18:00 at the port or place the Vessel is located at the time of issuance.

<sup>3</sup> This shall mean that if the designated loading or discharging Berth and the usual waiting place at the Port are not available on arrival, the Vessel shall be entitled to tender Notice of Readiness from any recognised waiting place off the Port and Laytime shall commence in accordance with the Charter Party.

<sup>4</sup> This shall mean that the Vessel complies with port health requirements.

<sup>5</sup> This shall mean that if Customs related formalities not relating to problems on board the Vessel have not been fulfilled the Vessel may tender Notice of Readiness and Laytime shall commence in accordance with the Charter Party.

<sup>6</sup> Working days shall be considered Mondays Tuesdays Wednesdays Thursdays Fridays. Office hours are between 08:00 and 17:00 at the port or place the Vessel is located at the time of issuance.

#### **4.3 Laytime in the port of loading**

Laytime shall be calculated on a per port basis.

Laytime shall be non-reversible.

Laytime shall be 5000 metric tons per weather working day.<sup>7</sup>

Time shall not count on Saturdays, unless used.

Time shall not count on Sundays, unless used.

Time shall not count during holidays as per the latest Bimco holiday calendar, even if used.

#### **4.4 Laytime in the port of discharge**

Laytime shall be calculated on a per port basis.

Laytime shall be non-reversible.

Laytime shall be 5000 metric tons per calendar day.<sup>8</sup>

Time shall count on Saturdays.

Time shall count on Sundays.

Time shall not count during holidays as per the latest Bimco holiday calendar, unless used.

#### **4.5 Demurrage & Despatch**

Demurrage shall be USD 8500 per day pro rata. Demurrage shall be due and payable 7 days after receipt of time sheet, statement of facts and notice of readiness. Free despatch both ends.

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<sup>7</sup> A weather working day shall mean a Working Day or part of a Working Day during which it is or, if the Vessel is still waiting for her turn, it would be possible to load/discharge the cargo without interruption due to the weather. If such interruption occurs (or would have occurred if work had been in progress), there shall be excluded from the Laytime a period calculated by reference to the ratio which the duration of the interruption bears to the time which would have or could have been worked but for the interruption.

<sup>8</sup> A calendar day shall mean a period of twenty-four (24) consecutive hours running from 0000 hours to 2400 hours. Any part of a Calendar Day shall be counted pro rata.

## **Clause 5 – Law & Arbitration**

### **5.1 Governing law**

This Contract shall be governed by and construed in accordance with English law

### **5.2 Dispute resolution**

Any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or reenactment thereof, save to the extent necessary to give effect to the provisions of this Clause. The seat of the arbitration shall be England, even where any hearing takes place outside England.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators, one to be appointed by each party and the third, subject to the provisions of the LMAA Terms, by the two so appointed. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified in the notice, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if the sole arbitrator had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

### **5.3 Small claims**

In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 the arbitration shall be conducted in accordance with the Institute Small Claims Procedure current at the time when the arbitration proceedings are commenced, insofar such Small Claims Procedure exists.

#### 5.4 Notification clause

Any and all notices and communications in relation to any arbitration proceedings arising in connection with this contract (including any communications giving notice of the commencement of such proceedings and/or appointment of an arbitrator) shall be treated as effectively served if sent by e-mail to the e-mail addresses as provided for in this clause (it is strongly recommended that at least one individual, together with their individual e-mail address, is named for service purposes but a general e-mail address may also be included or used in the alternative):

E-mail address for Owners: owners@unafix.com

E-mail address for Charterers: charterers@unafix.com

Either party shall be entitled to change and/or add to the e-mail addresses to which notices and communications may be sent for purposes of this clause by sending notice of change to the other party at the e-mail address provided for in this clause (or, if previously amended by notice, the relevant amended address).

Any notice and communication sent by e-mail pursuant to this clause shall be deemed to have been served, and become effective, from the date and time the e-mail was sent.

If a party retains solicitors or representatives with authority to accept service of notices and communications in relation to arbitration proceedings, the other party should be advised of the appointment and new service details in accordance with the terms of this clause; future service and communications should then be sent to the nominated solicitors or representatives only (unless otherwise directed). In the event the solicitors or other representatives cease to act and notice is given of this to the other party, the provisions contained herein shall re-apply.

## **Clause 6 - Performing Vessel**

### **6.1 Vessel particulars**

Vessels particulars as per attached vessels particulars document. These details are given in good faith but without guarantee.

### **6.2 Owners' warranties**

The Owners warrant the following:

- Vessel is self-trimming single deck bulkcarrier
- Vessel has clear unobstructed holds
- Vessel does not have a centerline bulkhead or other obstructions
- Cargo to be loaded in main hold(s) only
- Vessel is steel floored
- Vessel is suitable for grab discharge

### **6.3 Cleanliness requirements**

The Vessel shall be delivered to the Charterers in a normal clean condition. This shall, in any event, mean that the holds in which the cargo is carried pursuant to this Charter Party have the following characteristics:

Holds are free of smell;

Holds are washed with fresh water and duly dried;

Holds are free of flaking paint and / or rust.

### **6.4 List of forbidden cargoes**

Owners warrant that the Vessel shall not have carried the following cargoes in the 12 months prior to the commencement of the voyage: Bone-fishmeal, Asbestos, Scrap metal, Radioactive materials, Clay used for detoxification.

## Clause 7 - Additional clauses

### 7.1 Additional clauses short form

The following clauses shall be deemed to be fully incorporated into this Charter party:

- Interclub Agreement 2011: Cargo claims as between Owners and the Charterers shall be governed by, secured, apportioned and settled fully in accordance with the provisions of the Inter-Club New York Produce Exchange Agreement 1996 (as amended 2011), or any subsequent modification or replacement thereof. This clause shall take precedence over any other clause or clauses in this charterparty purporting to incorporate any other version of the Inter-Club New York Produce Exchange Agreement into this charterparty.
- BIMCO New Jason Clause (full text in clause 7.2)
- BIMCO Both-to-Blame Collision Clause (full text in clause 7.2)
- BIMCO War Risks Clause for Voyage Chartering (Voywar 2013)
- BIMCO P. & I. Bunker Deviation Clause, 1948

### 7.2 Additional clauses long form

For ease of reference the following full wordings are included in this fixture note:

- BIMCO New Jason Clause:

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the goods, Shippers, Consignees or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees or owners of the goods to the Carrier before delivery.

- BIMCO War Risks Clause for Voyage Chartering (Voywar 2013)

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Vessel or

Carrier. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

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