

MAIN TERMS FOR CAPACIOUS CGO(GRACE TIME TERMS)

- 1.M.V. CHIPOL XXXX OR SUB
2. AS PART CARGO: XXXX (MAX U/W:??)
3. LOAD/PORT: 1SBP XXXX
4. DIS/PORT :1SBP XXXX
5. CARRIER BERTHS /AGENTS BOTH ENDS
6. LAYCAN XXXX
7. FRT USD XX.XX PER W/M ON LINER TERMS HK/HK BSS 1/1, HOOKING ON/OFF TO BE FOR MERCHANT'S ACCOUNT
8. L/D RATE: CQD/CQD
9. TTL 24 HOURS GRACE TIME FOR WAITING AT XXXX, OTHERWISE DETENTION TO APPLY
10. CGO HEIGHT LESS THAN 3.5M ARE STACKABLE AND OVERSTOWABLE,
- 11.ON DECK LOADING O.O AT SHIPPER'S AND MERCHANT'S RISK AND ACCT
- 12.FULL FRT TO BE PAID TO CARRIERS NOMINATED ACCOUNT WITHIN 5 BANKING DAYS AFTER COMPLETION OF LOADING AND S/R BS/L MARKED "FRT PAYABLE AS PER B/N" . IN CASE MERCHANTS REQUIRE BILLS OF LADING TO BE MARKED "FREIGHT PREPAID" THEN FULL FREIGHT TO BE PAID INTO CARRIERS NOMINATED BANK ACCOUNT PRIOR TO THE RELEASE OF THE BILLS OF LADING. FREIGHT DEEMED EARNED AFTER COMPLETION OF LOADING, DISCOUNTLESS AND NON-RETURNABLE WHETHER VESSEL AND OR CARGO LOST OR NOT LOST.
- 13.REMARK,IF ANY,TO BE INSERTED INTO CARRIER'S BS/L
- 14.DETENTION: IN THE EVENT OF THE MERCHANT FAILS TO GET CARGO AND/OR DOCUMENTS READY UPON SHIP'S ARRIVAL OF LOADING/DISCHARGING PORT(S), AND IF CARGO WON'T BE BROUGHT UNDER HOOK / TAKEN AWAY FROM SHIPSIDE AS FAST AS VESSEL CAN LOAD / DISCHARGE,THE MERCHANT TO COMPENSATE CARRIERS DETENTION CHARGES AT USD18,000/PER DAY PRO RATA.DETENTION,IF INCUR AT LOADING PORT TOBE SETTLED WITH FRT PAYMENT TOGETHER,IF INCUR AT DISCHARGING PORT,TO BE SETTLED WITHIN 10 DAYS AFTER COMPLETION OF DISCHARGE.
- 15.NOR TO BE TENDERED AND ACCEPTED ATDNSHINC W.W.W.W, WHICH TO BE CALCULATED AS COMMENCE TIME OF GRACE PERIOD AND DETENTION.
- 16.CARGO MUST BE FREE FROM ANY WOODEN MATERIALS,OTHERWISES IT HAS TO BE BARK-FREE AND FUMIGATED AND ORIGINAL FUMIGATION CERTIFICATE TO BE PROVIDED TO CARRIER/MASTER BEFORE LOADING,ALL THE WOODEN PACKAGES TO / FROM BRAZIL (IMPORT/EXPORT) MUST HAVE THE IPPC STAMP (INTERNATIONAL PLANT PROTECTION CONVENTION). FAILURE OF WHICH CARRIER HAS THE RIGHT TO REJECT LOADING THE CARGO AND CLAIM DEADFREIGHT OR THE MERCHANT SHALL BE LIABLE FOR ALL COSTS AND EXPENSES OF FUMIGATION, GATHERING AND SORTING LOOSE CARGO, WEIGHING CARGO, REPAIRING DAMAGE TO AND REPLACING OF PACKING AND ANY ADDITIONAL COSTS CHARGES,FINES,DUES,DAMAGE TO THE VESSEL AND/OR THIRD PARTY CAUSED THEREBY. THE MERCHANT SHALL BE SPECIFICALLY LIABLE FOR ALL COSTS, EXPENSES, LOSSES AND LIABILITIES INCURRED DUE TO NON-APPROVED OR CONTAMINATED OR INFESTED DUNNAGE MATERIALS SUPPLIED BY THE MERCHANT.
- 17.WEIGHTMENT & MEASUREMENT: ALL CARGOES TO BE MEASURED AT THE EXTREMES FOR THE PURPOSE OF CALCULATING THE CARGO CUBIC,THE CARRIERS SURVEYOR MAY MEASURE AND/OR WEIGHT THE CARGO TO DETERMINE MEASURE AND WEIGHT TO BE USED FOR PURPOSE OF CALCULATING FREIGHT CHARGES.

18. MISDESCRIPTION: IN THE CASE OF INCORRECT DESCRIPTION OF WEIGHT AND/OR DIMENSIONS AND/OR NATURE OF THE CARGO, THE MERCHANTS SHALL BE LIABLE FOR ANY ADDITIONAL COSTS CHARGES, FINES, DUES, DAMAGE TO THE VESSEL AND/OR THIRD PARTY CAUSED THEREBY.

19. DOCKSIDE/SHIPSIDE TALLY TO BE FOR MERCHANT'S/CARRIER'S ACCT RESPECTIVELY.

20. TAXES/DUES/WHARFAGE/PORT HANDLING COST ON CARGO/FREIGHT TO BE FOR MERCHANTS ACCOUNT BOTH ENDS. THE PORT UTILIZATION TAX/INFRAMAR TAX IS FOR SHIPPERS/RECEIVERS/MERCHANTS ACCOUNT.

21. TAXES/DUES/WHARFAGE ON VESSEL TO BE FOR CARRIER ACCOUNT BOTH ENDS.

22. CARGO TO BE SUITABLY MARKED, PREPARED AND PACKED IN SEA-WORTHY CONDITION FOR OCEAN TRANSPORTATION, SHIPPING SADDLES, SUITABLE LIFTING LUGS OR OTHER LIFTING EQUIPMENT, IF REQUESTED, TO BE DELIVERED BY THE SHIPPERS TOGETHER WITH THE CARGO.

23. LIGHTENING/LIGHTERAGE IF ANY TO BE FOR MERCHANT ACCT.

24. SHOULD MERCHANT DO NOT PAY FREIGHT AS AGREED, OWNERS HAVE OPTION TO NOT DISCHARGE CARGO AND KEEP VESSEL WAITING AT ANY PLACE CONVENIENT AND TIME LOSS CAUSED THEREBY TO BE COUNTED AS DETENTION.

25. OVERTIME & SHIFTING:

1) OVERTIME, IF ANY, EITHER AT LOADING OR DISCHARGING PORT TO BE FOR THE ACCOUNT OF THE PARTY ORDERING SAME. IF ORDERED BY PORT AUTHORITIES OR CONTROLLING PARTY, TO BE FOR MERCHANT'S ACCOUNT.

2) SHIFTING ORDERED BY PORT AUTHORITIES TO BE FOR MERCHANT'S ACCOUNT AND SHIFTING TO BE COUNTED AS LAYTIME IF APPLICABLE.

26. CARRIER'S BS/L FORM

27. "SPECIAL" SPREADER AND/OR ANY SPECIAL LIFTING EQUIPMENT IF REQUIRED FOR LOADING/DISCHARGING TO BE PROVIDED BY MERCHANTS AND DELIVERED WITH CARGO.

28. IF MERCHANT CANCEL OR FAIL TO SHIP ALL OR ANY PORTION OF THE BOOKED CARGO W/O WRITTEN CONFIRMATION OF CARRIERS, MERCHANTS SHALL PAY 100PCT DEAD-FREIGHT TO CARRIERS

29. CANCELLING CLAUSE

(A) SHOULD THE VESSEL NOT BE READY TO LOAD (WHETHER IN BERTH OR NOT) ON THE CANCELLING DATE INDICATED IN BOX XX, THE MERCHANTS SHALL HAVE THE OPTION OF CANCELLING THIS BOOKING NOTE.

(B) SHOULD THE CARRIERS ANTICIPATE THAT, DESPITE THE EXERCISE OF DUE DILIGENCE, THE VESSEL WILL NOT BE READY TO LOAD BY THE CANCELLING DATE, THEY SHALL NOTIFY THE MERCHANTS THEREOF WITHOUT DELAY STATING THE EXPECTED DATE OF THE VESSEL'S READINESS TO LOAD AND ASKING WHETHER THE MERCHANTS WILL EXERCISE THEIR OPTION OF CANCELLING THE BOOKING NOTE, OR AGREE TO A NEW CANCELLING DATE.

SUCH OPTION MUST BE DECLARED BY THE MERCHANTS WITHIN 24 RUNNING HOURS AFTER THE RECEIPT OF THE CARRIERS' NOTICE. IF THE MERCHANTS DO NOT EXERCISE THEIR OPTION OF CANCELLING, THEN THIS BOOKING NOTE SHALL BE DEEMED TO BE AMENDED SUCH THAT THE SEVENTH DAY AFTER THE NEW READINESS DATE STATED IN THE CARRIERS' NOTIFICATION TO THE MERCHANTS SHALL BE THE NEW CANCELLING DATE.

(C) THE CARRIER SHALL NOT BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGES WHATSOEVER, WHETHER FORESEEABLE OR NOT, INCURRED BY THE MERCHANT AS A RESULT OF THE MERCHANT CANCELLING THIS BOOKING NOTE IN ACCORDANCE WITH SUB-CLAUSE (A) NOR SHALL THE CARRIER BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGES WHATSOEVER,

WHETHER FORESEEABLE OR NOT, SUFFERED BY THE MERCHANT AS A RESULT OF THE FAILURE OF THE VESSEL TO BE READY FOR LOADING LATEST ON THE CANCELLING DATE.

30. ARBITRATION IN HONGKONG AND ENGLISH LAW TO APPLY. ANY DISPUTE, CONTROVERSY, DIFFERENCE OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, INCLUDING THE EXISTENCE, VALIDITY, INTERPRETATION, PERFORMANCE, BREACH OR TERMINATION THEREOF OR ANY DISPUTE REGARDING NON-CONTRACTUAL OBLIGATIONS ARISING OUT OF OR RELATING TO IT SHALL BE REFERRED TO AND FINALLY RESOLVED BY ARBITRATION ADMINISTERED BY THE HONG KONG INTERNATIONAL ARBITRATION CENTRE (HKIAC) UNDER THE HKIAC ADMINISTERED ARBITRATION RULES IN FORCE WHEN THE NOTICE OF ARBITRATION IS SUBMITTED. THE SEAT OF ARBITRATION SHALL BE HONG KONG. THE NUMBER OF ARBITRATORS SHALL BE 3. THE ARBITRATION PROCEEDINGS SHALL BE CONDUCTED IN ENGLISH.

31. COMM.:

32. ANTI-CORRUPTION CLAUSE: TO ACHIEVE AND/OR PERFORM THIS CONTRACT, NONE OF CONCERNED EMPLOYEE FROM BOTH PARTIES HAVE MADE OR WILL MAKE, WITH RESPECT TO THIS AGREEMENT, ANY OFFER, PAYMENT, OR AUTHORIZATION OF THE PAYMENT OF ANY MONEY OR ANY GIFT, DIRECTLY OR INDIRECTLY, TO ANY OTHER RELEVANT PARTIES. IF ANY BREACH COMMITTED BY HONGFA SHIPPING EMPLOYEE PLEASE REPORT TO HONGFA SHIPPING SUPERVISION DEPARTMENT. TEL: 021-66293121 EMAIL: ADMINHF@HONGFASHIPPING.COM.

33. OTHERS AS PER HONGFA BOOKING NOTE