**FIXTURE NOTE(租船合同)**

Date:2023/8/31

It is on the date of 31st/Aug 2023 mutually agreed between owner TIANJIN GUARANSEA INTERNATIONL LOGISTICS LTD . and charterer on following terms and conditions:

1. MV KSL ANYANG OR SUB
2. CGO:1084cbm equipments,max uw39mt,under deck,5% molco.

(货物:1084方设备，单件最大重39吨，舱内，租家5%增减)

1. Loadport : 1 SBP Tianjin, China (owner’s berth).(装港: 中国天津港)
2. Disport: 1 SBP UMMQASR, IRAQ (OWNER’S BERTH) (卸港:伊拉克UMMQASR港一个安全泊位)
3. Loading and Discharging wharf on owner's option. (装卸港码头船东指定)
4. Loading rate/discharging rate: CQD both ends.(装卸率:装卸港两边都是按照港口习惯速度装卸)
5. Laydays and Cancelling Date: 20th /Sep-30th /Sep,2023(销约受载期:2023年的9月20日- 9月30日)
6. Freight rate: USD63 PER w/m on FLT terms (海运费费率:吊钩下货物FLT条款63美元每计费吨,基于一个装港一个卸港, FLT条款即船东负责卸货费,负责装货费的条款.)
7. Freight payment: full freight is to be paid to owner’s nominated bank account within 3 banking days after completion of loading and receiving freight invoice and signing/releasing bill of lading to shipper always before breaking bulk; bill of lading which marked” freight prepaid” to be released only after full freight is paid to owner’s account evidenced by valid bank slip and owner’s bank confirmation. Full freight deemed as earned, discount-less, non-returnable whether cargo and/or vessel lost or not lost.

(运费支付: 在货物装完船后并收到运费发票后的3个银行日内, 所有的海运费需付到船东的指定银行，在船舶开舱卸货以前船东有权收取运费和签发相应提单。若提单注明 运费已付 字样, 即运费已付提单, 货物装船后, 无论货物和/或船舶灭失与否, 租家均应百分之百地支付所有海运费, 即所有运费在装完货后即视为已赚取,不得扣减,无须返还,无论船舶和/或货物灭失与否.)

1. Measurement of cargo’s size in owner’s option, inserting the quantity of the dimensions on the bill of lading in owner’s option. （船东有权对货物进行丈量，按照打尺的计费吨收取运费并有权将此丈量后的数据显示在提单上）
2. Merchant herewith declares and reconfirms that cargo dimensions are correct as stated in this booking note. Non-fulfillment of this condition shall be treated as cargo mis-declaration and owners are authorized to claim detention charges at the rate as per this fixture and all other costs/damages which might result from above. (租家保证货物的实际尺寸/重量与提交的装货清单一致，如果货物数量少于上述所定最小货量，租家应支付船东相应比例的亏舱费用。由于货物申报不符而造成船东损失由租家承担)
3. At loading port, shipowner’s p&I club surveyor will survey cargo. Master/vessel has the right to reject rusty/damage/loose bundle and to be replaced by charterers/shippers with clean cargoes. (装港前船东互保协会对于货物进行检验，船东有权拒绝装载锈蚀/受损/散捆货物。租家/发货人根据要求更换符合装载条件的货物)
4. Owner's agent at both ends. (装卸港代理船东指定)
5. Detention USD35,000 per day or pro-rata if cargo/document unready upon vessel’s arrival both ends. detention if any at loading port to be settled together with ocean freight, and same at discharging port to be settled within 7 days after completion of discharging and owner provision of supporting documents. (延滞费：若船已到装卸港而货物或/ 和货物的单据没有备妥, 则产生延滞费, 该费用为35，000.00美元每天, 若不足一天则按照比例折算, 若装港产生延滞费, 则此费与海运费一起清算,若是卸港产生了延滞费,则需要在卸货完毕后的7天内由船东提供相关单据来清算该费用)
6. Lashing/Security/Dunnage and Separation is to be for owner’s arrangement/account,but always under vessel master’s supervision and to owner’s full satisfaction.（绑扎垫料和隔票由船东负责，但要在船长的监督之下，满足船东和船长的要求）
7. Lightering/ lighterage if any to be for charterer’s account.（如需驳运，由租家负责）
8. Owner/master to report the ETA loading/discharging port prior 7/5/3/2/1days.（船东或船长提前7天/5天/3天/2天/1天报船到装卸港的预抵时间）
9. Owner guarantees vessel’s gears to be in working condition. Shore crane if any at loading port to be on charterer’s arrangement/account. (船东保证船吊正常工作，若用岸吊装船，租家安排岸吊并承担此费用)
10. Wharfages/taxes/dues, if any, on cargo to be for charterers’ account; same on vessel to be for owners’ account.(所有关于货物的码头费/税/费由租家负责，关于船舶/运费的码头费/税/费由船东负责)
11. Shipside tally to be for owners’ account, dockside tally to be for charterers’ account.(船边理货由船东负责，岸边理货由租家负责)
12. Master tenders the notice of readiness by telex/fax/cable upon vessel’s arrival WWWW (无论靠泊与否,无论抵港与否, 无论清关与否, 无论检疫与否, 船长均可通关电报/传真/电传的形式递交装卸准备就绪通知书)
13. Part cargo allowed. All cargoes to be in good, sound and undamaged condition. Master has right to reject any damaged cargo and if same cargo damaged prior loading such damaged cargo to be replaced by shippers by sound cargo. (允许拼装货物,所有的货物须是表面完好,健全,无破损的状况,船长有权拒装任何破损货物,若装货前货物有破损,承运人需将破损货物更换为完好无损的货物)
14. Congen bills or owner's bill form to be used, other forms of bill(s) of lading shall be subject to owner's approval. (康金提单或船东格式提单将被使用，其他格式的提单需经过船东确认)
15. Owner guarantee vessel’s all holds clean/dry, suitable for the intend cargo.(船东保证船的各舱清洁干燥，适宜装该货)
16. Advanced bill of lading is not allowed,anti-dated bill of lading is not allowed.(不允许预借和倒签提单)
17. Owner/master should agree the entire cargo to be released against the original bill(s) of lading,if original bill(s) of lading not available upon vessel’s arrival at discharging port,the entire cargo to be discharged to the local agent against the original shipper’s letter of indemnity on owner’s p&i wording without delay. (船东或船长同意凭正本提单卸港放货,若是正本提单在船到卸货港之前未到,船东或船长同意凭借托运人的正本保函放货给卸港代理,且此保函需要根据船东互保协会的保函格式来制作)
18. Arbitration if any in HongKong and English law to be applied.(仲裁地在香港，适用英国法系)
19. General average to be settled as per York-antwerp rules 1974, as amended 1994, in Hongkong. (共同海损参照《约克－安特卫普条例1974》，1994年修改版，在香港解决)
20. OAP if any to be for charterer’s account.(超龄保险由租家负责)
21. This fixture note comes effective immediately after mutually signed by fax. (本合同双方盖章签字生效，复印件/传真视同正本)
22. Others as per GENCON C/P 1994.(其他条款见<<金康租船合同>1994版>)
23. End.

Owner(船东) Charterer(租家)

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