

SHIPBUILDING CONTRACT  
FOR  
CONSTRUCTION OF ONE 16,000TEU CONTAINER VESSEL  
(HULL NO.21110018)

BETWEEN  
CONGLOMERATE MARITIME LIMITED  
as BUYER  
and  
CHINA SHIPBUILDING TRADING COMPANY LIMITED  
and  
GUANGZHOU SHIPYARD INTERNATIONAL COMPANY LIMITED  
Collectively as SELLER

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CONTENTS

ARTICLE	PAGE NO.
<b>CONTENTS .....</b>	<b>I</b>
<b>ARTICLE I DESCRIPTION AND CLASS .....</b>	<b>2</b>
1. DESCRIPTION .....	2
2. CLASS AND RULES .....	2
3. PRINCIPAL PARTICULARS AND DIMENSIONS OF THE VESSEL .....	3
4. GUARANTEED SPEED .....	3
5. GUARANTEED FUEL CONSUMPTION .....	4
6. GUARANTEED DEADWEIGHT AND CONTAINER CAPACITY .....	4
7. SUBCONTRACTING .....	4
8. REGISTRATION .....	5
<b>ARTICLE II CONTRACT PRICE &amp; TERMS OF PAYMENT .....</b>	<b>6</b>
1. CONTRACT PRICE .....	6
2. CURRENCY .....	6
3. TERMS OF PAYMENT .....	6
4. METHOD OF PAYMENT .....	8
5. PREPAYMENT .....	10
6. REFUNDS .....	10
<b>ARTICLE III ADJUSTMENT OF THE CONTRACT PRICE .....</b>	<b>12</b>
1. DELIVERY .....	12
2. INSUFFICIENT SPEED .....	13
3. EXCESSIVE FUEL CONSUMPTION .....	14
4. DEADWEIGHT .....	15
5. CONTAINER'S CAPACITY .....	15
6. EFFECT OF RESCISSION .....	16
<b>ARTICLE IV SUPERVISION AND INSPECTION .....</b>	<b>17</b>
1. APPOINTMENT OF THE BUYER'S SUPERVISOR .....	17
2. COMMENTS TO PLANS AND DRAWINGS .....	17
3. SUPERVISION AND INSPECTION BY THE SUPERVISOR .....	18
4. LIABILITY OF THE SELLER .....	19
5. SALARIES AND EXPENSES .....	20
<b>ARTICLE V MODIFICATION, CHANGES AND EXTRAS .....</b>	<b>21</b>
1. HOW EFFECTED .....	21
2. CHANGES IN RULES AND REGULATIONS, ETC. ....	21
3. SUBSTITUTION OF MATERIALS AND/OR EQUIPMENT .....	23
4. BUYER'S SUPPLIED ITEMS .....	23
<b>ARTICLE VI TRIALS .....</b>	<b>25</b>
1. NOTICE .....	25
2. HOW CONDUCTED .....	26
3. TRIAL LOAD DRAFT .....	26
4. METHOD OF ACCEPTANCE OR REJECTION .....	26
5. DISPOSITION OF SURPLUS CONSUMABLE STORES .....	27
6. EFFECT OF ACCEPTANCE .....	28
<b>ARTICLE VII DELIVERY .....</b>	<b>29</b>
1. TIME AND PLACE .....	29
2. WHEN AND HOW EFFECTED .....	29
3. DOCUMENTS TO BE DELIVERED TO THE BUYER .....	29
4. TITLE AND RISK .....	31

宋 吳

5.	REMOVAL OF VESSEL .....	31
6.	TENDER OF THE VESSEL .....	31
<b>ARTICLE VIII DELAYS &amp; EXTENSION OF TIME FOR DELIVERY .....</b>		<b>33</b>
1.	CAUSE OF DELAY .....	33
2.	NOTICE OF DELAY .....	33
3.	RIGHT TO CANCEL FOR EXCESSIVE DELAY .....	34
4.	DEFINITION OF PERMISSIBLE DELAY .....	35
<b>ARTICLE IX WARRANTY OF QUALITY.....</b>		<b>36</b>
1.	GUARANTEE OF MATERIAL AND WORKMANSHIP .....	36
2.	NOTICE OF DEFECTS .....	36
3.	REMEDY OF DEFECTS .....	37
4.	EXTENT OF SELLER'S RESPONSIBILITY .....	38
5.	TRANSFER OF QUALITY GUARANTEE .....	38
<b>ARTICLE X CANCELLATION, REJECTION AND RESCISSION BY THE BUYER.....</b>		<b>40</b>
<b>ARTICLE XI PARTIES' DEFAULT .....</b>		<b>42</b>
1.	DEFINITION OF BUYER'S DEFAULT .....	42
2.	NOTICE OF BUYER'S DEFAULT .....	42
3.	INTEREST AND CHARGE .....	42
4.	DEFAULT BEFORE DELIVERY OF THE VESSEL .....	43
5.	SALE OF THE VESSEL .....	44
6.	SELLER'S COVENANTS .....	45
7.	SELLER'S DEFAULT .....	48
<b>ARTICLE XII INSURANCE .....</b>		<b>49</b>
1.	EXTENT OF INSURANCE COVERAGE .....	49
2.	APPLICATION OF RECOVERED AMOUNT .....	49
3.	TERMINATION OF THE SELLER'S OBLIGATION TO INSURE .....	50
<b>ARTICLE XIII DISPUTES AND ARBITRATION.....</b>		<b>51</b>
1.	DISPUTE RESOLUTION.....	51
2.	ALTERNATIVE-RESOLUTION OF DISPUTES .....	51
3.	NOTICE OF AWARD .....	52
4.	EXPENSES .....	52
5.	AWARD OF ARBITRATION .....	52
6.	ENTRY IN COURT .....	52
7.	ALTERATION OF DELIVERY TIME.....	52
<b>ARTICLE XIV RIGHT OF ASSIGNMENT.....</b>		<b>53</b>
<b>ARTICLE XV TAXES AND DUTIES.....</b>		<b>54</b>
1.	TAXES AND DUTIES INCURRED IN CHINA .....	54
2.	TAXES AND DUTIES INCURRED OUTSIDE CHINA .....	54
<b>ARTICLE XVI PATENTS, TRADEMARKS AND COPYRIGHTS .....</b>		<b>55</b>
1.	PATENTS, TRADEMARKS AND COPYRIGHTS .....	55
2.	CONFIDENTIALITY .....	55
<b>ARTICLE XVII NOTICE .....</b>		<b>57</b>
<b>ARTICLE XVIII EFFECTIVE DATE OF CONTRACT.....</b>		<b>59</b>
<b>ARTICLE XIX INTERPRETATION .....</b>		<b>60</b>
1.	LAW APPLICABLE.....	60
2.	DISCREPANCIES .....	60
3.	DEFINITION .....	60
4.	ENTIRE AGREEMENT .....	60

h  
R

5. AMENDMENT ..... 60

**EXHIBIT "A" : IRREVOCABLE LETTER OF GUARANTEE FOR THE 1ST , 2ND, 3RD AND 4TH  
INSTALMENTS ..... 63**

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SHIPBUILDING CONTRACT  
FOR  
CONSTRUCTION OF ONE 16,000TEU CONTAINER VESSEL  
(HULL NO. 21110018)

This SHIPBUILDING CONTRACT (this “**Contract**”), entered into this 31<sup>st</sup> day of March 2021 by and between CONGLOMERATE MARITIME LIMITED, having its registered office at Sarnia House, Le Truchot, St. Peter Port, Guernsey, GY1 1GR (hereinafter called the “**BUYER**”) on one part; and CHINA SHIPBUILDING TRADING COMPANY LIMITED, a corporation organized and existing under the Laws of the People's Republic of China, having its registered office at 56(Yi) Zhongguancun Nan Da Jie, Beijing 100044, the People's Republic of China (hereinafter called “**CSTC**”), and GUANGZHOU SHIPYARD INTERNATIONAL COMPANY LIMITED, a company organised in and existing under the laws of the People’s Republic of China, with a registered office at No. 18 Qihang Road, Longxue Street, Nansha District, Guangzhou, the People’s Republic of China (hereinafter called the “**BUILDER**”) on the other part. CSTC and the **BUILDER** are hereinafter collectively called the “**SELLER**”.

WITNESSETH

In consideration of the mutual covenants contained herein, the **SELLER** agrees to design, build, launch, equip and complete at the **BUILDER**'s shipyard in No. 18 Qihang Road, Longxue Street, Nansha District, Guangzhou, the People’s republic of China (hereinafter called the “**BUILDER**’s Shipyard”) and to sell and deliver to the **BUYER** after completion and successful trial one (1) 16,000TEU Container Vessel as more fully described in Article I hereof, to be registered under the flag of Panama or Liberia, which should be decided by the **BUYER** within one month after Contract signing and if the **BUYER** does not notify the **SELLER** its election, the flag shall be Liberia (the “**Flag State**”) and the **BUYER** agrees to purchase and take delivery of the aforesaid **VESSEL** from the **SELLER** and to pay for the same in accordance with the terms and conditions hereinafter set forth.

Date: March 31, 2021

## ARTICLE I DESCRIPTION AND CLASS

## 1. DESCRIPTION

The vessel shall be a Single Screw Diesel Engine driven Container VESSEL suitable for carrying containers for ocean going service and having the BUILDER's Hull No. 21110018 and shall be designed, constructed, equipped and completed in accordance with the following (hereinafter called the "VESSEL"):

- (1) Technical Specification (Drawing No. M02021-025-001SM);
- (2) General Arrangement (Drawing No. M02021-025-002);
- (3) Midship section (Drawing No. M02021-025-003)
- (4) Maker's List (Drawing No. M0000MG1).

Attached hereto and signed by each of the parties to this Contract (hereinafter collectively called the "Specifications"), making an integral part hereof.

## 2. CLASS AND RULES

The VESSEL, including its machinery and equipment, shall be constructed in accordance with the rules and regulations issued and having become effective up to and on the date of signing this Contract of DNV-GL (hereinafter called the "Classification Society") and shall be distinguished in the record by the symbol of

DNVGL, +1A, Container Ship, RSD, BIS, COAT-PSPC(B), LCS, E0, RSCS+, SAFELASH, NAUT(OC), BWM(E(s, d),T), Clean, Recyclable, TMON (oil lubricated), DG(P), FCS (C, HA, FF, HF), WIV, GAS Ready(D, MEc), ECA(SOx-A), Shore Power, ER(EGCS Hybrid)

and shall also comply with the rules and regulations of the Flag State and such other rules and regulations as fully described in the Specifications, published and adopted and/or ratified and coming into force up to and on the date of signing this Contract and becoming compulsory to the Vessel on or before the delivery of the vessel with the Hull No. 21110018, if applicable to the Vessel.

The requirements of the authorities as fully described in the Specifications including that of the Classification Society are to include additional rules or circulars thereof (as specified in the Specifications) published and adopted and/or ratified and coming into force on or before the date of signing this Contract and becoming compulsory to the Vessel on or before the delivery of



the vessel with the Hull No. 21110018, if applicable to the Vessel.

The SELLER shall arrange with the Classification Society to assign a representative or representatives (hereinafter called the "**Classification Surveyor**") to the BUILDER's Shipyard for supervision of the construction of the VESSEL.

All fees and charges incidental to Classification and to comply with the rules, regulations and requirements as referred to in this Contract and/or described in the Specifications issued up to the date of signing this Contract as well as royalties, if any, payable on account of the construction of the VESSEL shall be for the account of the SELLER, except as otherwise provided and agreed herein. The key plans, materials and workmanship entering into the construction of the VESSEL shall at all times be subject to inspections and tests in accordance with the rules and regulations of the Classification Society.

Decisions of the Classification Society as to compliance or noncompliance with Classification rules and regulations shall be final and binding upon the parties hereto.

### 3. PRINCIPAL PARTICULARS AND DIMENSIONS OF THE VESSEL

#### (a) Hull:

Length overall	abt. 366.0m
Length between perpendiculars	355.40m
Breadth moulded	51.0m
Depth moulded	30.2m
Design Draft moulded	14.5m
Scantling Draft moulded	17.0m

#### (b) Propelling Machinery:

The VESSEL shall be equipped, in accordance with the Specifications, with one (1) set of WinGD 9X92-B, LLT, Tier III(HP SCR) type Main Engine.

### 4. GUARANTEED SPEED

The SELLER guarantees that the trial speed, after correction, is to be not less than 22 nautical miles per hour on design draft of 14.50 m at NCR of main engine with 15% Sea Margin with clean bottom, in calm (no wind, no wave, no current) and deep sea condition with temperature of 15 degree Celsius without shaft generator engaged and without air lubrication system engaged as stipulated in the Specification.

The actual speed performance of the Vessel at design draft shall be based on

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*[Handwritten initials]*

the model test results which shall be corrected by applying the same correlation between the trial prediction by model test and the actual results obtained from the speed in trial conditions.

## 5. GUARANTEED FUEL CONSUMPTION

The specific fuel oil consumption of the main engine optimized on Tier II mode at NCR shall be 161.1 grams/kW/hour (being 153.4 grams/kw.h + 5% tolerance) at a test result measured at manufacturer's shop trial, with burning of marine diesel oil having the lower calorific value of 42,700 kJ/kg, at NCR of the main engine under the ISO 3046/1-1995 standard reference condition.

## 6. GUARANTEED DEADWEIGHT AND CONTAINER CAPACITY

The SELLER guarantees that the VESSEL is to have a deadweight of not less than 170,500 metric tons at the scantling draft moulded of 17.0 meters in sea water of 1.025 specific gravity.

The term, "**Deadweight**", as used in this Contract, shall be as defined in the Specifications.

The actual deadweight of the VESSEL expressed in metric tons shall be based on calculations made by the BUILDER and checked by the BUYER, and all measurements necessary for such calculations shall be performed in the presence of the BUYER's supervisor(s) or the party authorized by the BUYER.

Should there be any dispute between the BUILDER and the BUYER in such calculations and/or measurements, the decision of the Classification Society shall be final.

The SELLER guarantees that the VESSEL has a container capacity of 16,520TEU (ISO8'×8'6''×20'type, about 10,120TEU on deck, about 6,400 TEU in hold) as stipulated in the Specification.

This figure is verified by the drawing of "Container Stowage Plan".

## 7. SUBCONTRACTING

The SELLER may, at its sole discretion and responsibility, subcontract any portion (including but without limitation the grand ring block) of the construction work of the VESSEL to experienced subcontractors but delivery and final assembly into the VESSEL of any such work subcontracted shall be



Quality survey of the subcontractors may be performed by the BUYER at any time before work commences and the BUYER might request SELLER to replace any subcontractor whose level of workmanship has been demonstrated not to meet the requirements of the CONTRACT and the Specifications. In making such request, the BUYER shall present sufficient reason and the supporting evidence to show the justification of such request.

The SELLER shall remain responsible for such subcontracted work.

## 8. REGISTRATION

The Vessel shall be registered by the BUYER at its own cost and expenses under the laws of the Flag State at the time of delivery and acceptance thereof.

The Vessel shall be built and completed by the SELLER for registration in the Flag State in accordance with the Specifications.

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## ARTICLE II CONTRACT PRICE &amp; TERMS OF PAYMENT

## 1. CONTRACT PRICE

The purchase price of the VESSEL is United States Dollars One Hundred Twenty Four Million Nine Hundred Thousand only (US\$ 124,900,000.00), net receivable by the SELLER (hereinafter called the "**Contract Price**"), which is exclusive of the cost for the BUYER's Supplies as provided in Article V hereof, and shall be subject to upward or downward adjustment, if any, as hereinafter set forth in this Contract.

The CONTRACT PRICE shall also include the supply by SELLER to BUYER upon delivery of the VESSEL of one ship model for the Vessel built representing the Vessel at a scale of 1/250 as stipulated in the Specification.

## 2. CURRENCY

Any and all payments by the BUYER to the SELLER under this Contract shall be made in United States Dollars.

## 3. TERMS OF PAYMENT

Under this Contract, a "**Business Day**" shall be a day (other than a Saturday or Sunday) on which banks are open for general business in Beijing, Shanghai, New York, Geneva and Panama.

The Contract Price shall be paid by the BUYER to the SELLER in instalments as follows:

## (a) 1st Instalment:

The sum of United States Dollars Twelve Million Four Hundred Ninety Thousand only (US\$ 12,490,000.00) shall become due and payable and be paid by the BUYER in two parts as follows:

- (i) the sum of United States Dollars One Million Two Hundred and Forty Nine Thousand only (US\$ 1,249,000.00), representing the first part of the 1st instalment, shall become due and payable and be paid by the BUYER within three (3) Business Days after the execution of the this Contract by both parties; and
- (ii) the sum of United States Dollars Eleven Million Two Hundred and Forty One Thousand only (US\$ 11,241,000.00), representing the second part of the 1st instalment, shall become due and payable and be paid by the BUYER within five (5) Business Days after the receipt by



the BUYER of the Refund Guarantee for the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> instalments as stipulated in paragraph 7 of this Article.

(b) 2nd Instalment:

The sum of United States Dollars Twelve Million Four Hundred Ninety Thousand only (US\$ 12,490,000.00) shall become due and payable and be paid within ten (10) Business Days after the cutting of the first steel plate of the VESSEL in the BUILDER's workshop. The aforementioned ten (10) Business Days payment period shall start to count from the day of the BUYER's receipt from the SELLER of written notice by telefax or email to the BUYER stating that the 1st steel plate has been cut in its workshop accompanied with written confirmation of the same from the Classification Society and written demand for payment of this instalment.

(c) 3rd Instalment:

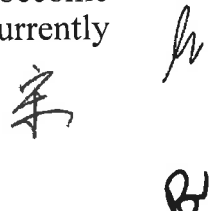
The sum of United States Dollars Twelve Million Four Hundred Ninety Thousand only (US\$ 12,490,000.00) shall become due and payable and be paid within ten (10) Business Days after keel-laying of the first section of the VESSEL. The aforementioned ten (10) Business Days payment period shall start to count from the day of the BUYER's receipt from the SELLER of written notice by telefax or email stating that the keel-laying of the VESSEL has been carried out accompanied with written confirmation of the same by the Classification Society and written demand for payment of this instalment

(d) 4th Instalment:

The sum of United States Dollars Twelve Million Four Hundred Ninety Thousand only (US\$ 12,490,000.00) shall become due and payable and be paid within ten (10) Business Days after launching of the VESSEL. The aforementioned ten (10) Business Days payment period shall start to count from the day of the BUYER's receipt from the SELLER written notice by telefax or email to the BUYER stating that the launching of the VESSEL has been carried out accompanied with written confirmation of the same by the Classification Society and written demand for payment of this installment.

(e) 5th Installment (Payment upon Delivery of the VESSEL):

The sum of United States Dollars Seventy-Four Million Nine Hundred Forty Thousand only (US\$ 74,940,000.00) plus any increase or minus any decrease due to modifications and/or adjustments of the Contract Price in accordance with provisions of the relevant Articles hereof, shall become due and payable and be paid by the BUYER to the SELLER concurrently

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with delivery of the VESSEL. The SELLER shall send to the BUYER a telefax or email demand for this installment ten (10) Business Days prior to the scheduled date of delivery of the VESSEL which shall be accompanied with detailed breakdown of all upwards and downwards price adjustments, if any, permitted under this Contract, and the SELLER shall further provide to the BUYER the SELLER's estimate calculation of the cost for consumable stores five (5) days prior to the scheduled date of delivery of the VESSEL. Such estimate calculation of the consumable stores cost shall be confirmed by the Supervisor.

#### 4. METHOD OF PAYMENT

##### (a) 1st Instalment:

The BUYER shall remit the amount of this installment in accordance with Article II, Paragraph 3 (a) by telegraphic transfer to Export-Import Bank of China, Guangdong Branch, 25/F North Tower Poly International Plaza No.688 Yuejiang Middle Road, Haizhu District, Guangzhou, China (SWIFT: EIBCCNBJGDB) as receiving bank nominated by the SELLER for A/C 2150000100000199367 Beneficiary: Guangzhou Shipyard International Company Limited, or through other receiving bank to be nominated by the SELLER from time to time and such nomination shall be notified to the BUYER in writing at least ten (10) Business Days prior to the due date for payment.

##### (b) 2nd Instalment:

The BUYER shall remit the amount of this installment in accordance with Article II, Paragraph 3(b) by telegraphic transfer to Export-Import Bank of China, Guangdong Branch, 25/F North Tower Poly International Plaza No.688 Yuejiang Middle Road, Haizhu District, Guangzhou, China (SWIFT: EIBCCNBJGDB) as receiving bank nominated by the SELLER for A/C 2150000100000199367 Beneficiary: Guangzhou Shipyard International Company Limited, or through other receiving bank to be nominated by the SELLER from time to time and such nomination shall be notified to the BUYER in writing at least ten (10) Business Days prior to the due date for payment.

##### (c) 3rd Installment:

The BUYER shall remit the amount of this installment in accordance with Article II, Paragraph 3(c) by telegraphic transfer to Export-Import Bank of China, Guangdong Branch, 25/F North Tower Poly International Plaza No.688 Yuejiang Middle Road, Haizhu District, Guangzhou, China (SWIFT: EIBCCNBJGDB) as receiving bank nominated by the SELLER for A/C 2150000100000199367 Beneficiary: Guangzhou Shipyard International



Company Limited, or through other receiving bank to be nominated by the SELLER from time to time and such nomination shall be notified to the BUYER in writing at least ten (10) Business Days prior to the due date for payment.

(d) 4th Installment:

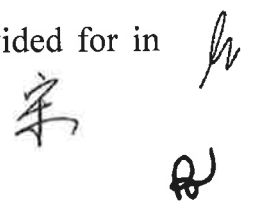
The BUYER shall remit the amount of this installment in accordance with Article II, Paragraph 3(d) by telegraphic transfer to Export-Import Bank of China, Guangdong Branch, 25/F North Tower Poly International Plaza No.688 Yuejiang Middle Road, Haizhu District, Guangzhou, China (SWIFT: EIBCCNBJGDB) as receiving bank nominated by the SELLER for A/C 2150000100000199367 Beneficiary: Guangzhou Shipyard International Company Limited, or through other receiving bank to be nominated by the SELLER from time to time and such nomination shall be notified to the BUYER in writing at least ten (10) Business Days prior to the due date for payment.

(e) 5th Installment (Payable upon delivery of the VESSEL):

The BUYER shall, at least two (2) Business Days (provided that the Seller has provided (1) SELLER's detailed breakdown of all upwards and downwards price adjustments, if any, permitted under this Contract, and (2) SELLER's estimate calculation of the cost for consumable stores pursuant to Article II.3.(e)) prior to the scheduled date of delivery of the VESSEL, make an irrevocable cash deposit in the name of the BUYER with Export-Import Bank of China, Guangdong Branch or other bank nominated by the SELLER at least ten (10) Business Days prior to the due date for payment, for a period of fifteen (15) days and covering the amount of this installment (as adjusted in accordance with the provisions of this Contract), by authenticated swift message (SWIFT MT103 and MT199) with an irrevocable instruction that the said amount shall be released to the SELLER against presentation by the SELLER to the said Export-Import Bank of China, Guangdong Branch or other bank nominated by the SELLER, of a copy of the Protocol of Delivery and Acceptance signed by the BUYER's authorized representative and the SELLER. Interest, if any, accrued from such deposit, shall be for the benefit of the BUYER.

If the delivery of the VESSEL is not effected on or before the expiry of the aforesaid 15 days deposit period, the BUYER shall have the right to withdraw the said deposit plus accrued interest upon the expiry date. However, when the newly scheduled delivery date is notified to the BUYER by the SELLER, the BUYER shall make the cash deposit in accordance with the same terms and conditions as set out above.

Notwithstanding the preceding, if the method of payment provided for in



the preceding paragraphs of this Paragraph (e) is, in the reasonable opinion of the BUYER, not practically arrangeable, then unless the parties hereto otherwise agreed, the 5<sup>th</sup> instalment shall be paid by way of telegraphic transfer on delivery.

## 5. PREPAYMENT

The BUYER shall have the right to make prepayment of any and all instalments before delivery of the VESSEL, by giving to the SELLER at least thirty (30) days prior written notice, without any price adjustment of the VESSEL for such prepayment.

## 6. REFUNDS

All payments made by the BUYER prior to delivery of the VESSEL shall be in the nature of advance to the SELLER, and in the event this Contract is rescinded or cancelled by the BUYER in accordance with the specific terms of this Contract permitting such rescission or cancellation or if and when any such amount becomes repayable to the BUYER under Clause 2(b) of Article XII, the SELLER shall refund to the BUYER in United States Dollars the full amount of all sums already paid by the BUYER to the SELLER under this Contract, together with interest (at the rate set out in respective provision thereof) from the respective payment date(s) to the date of remittance by telegraphic transfer of such refund to the account specified by the BUYER.

As security to the BUYER, the SELLER shall deliver to the BUYER, within 60 days following the execution of this Contract, a Refund Guarantee for the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> installments to be issued by a first-class Chinese bank or a first-class international bank acceptable to the BUYER and the BUYER's bank in the form as per Exhibit "A" annexed hereto and by way of authenticated SWIFT.

However, in the event of any dispute between the SELLER and the BUYER with regard to the SELLER's obligation to repay the installment or installments paid by the BUYER and to the BUYER'S right to demand payment from the Seller's bank, under its guarantee, and either the SELLER or the BUYER has filed such dispute for arbitration in accordance with Article XIII hereof, the Seller's bank shall withhold and defer payment until the arbitration award between the SELLER and the BUYER is issued or a settlement agreement is entered into between the SELLER and the BUYER, whichever earlier. The Seller's bank shall not be obligated to make any payment unless the arbitration award or the settlement agreement (as the case maybe) orders the SELLER to make repayment. If the SELLER fails to honour the arbitration award or the settlement agreement (as the case maybe), then the Seller's bank shall refund to the extent the arbitration award or the

settlement agreement (as the case maybe) orders.

Notwithstanding any provision herein, the BUYER shall have no obligation whatsoever to make payment of any instalment prior to delivery of the VESSEL unless and until the BUYER has received the Refund Guarantee issued in accordance with Article II.6 hereof. The Refund Guarantee remains in full force and effect during the term of this Contract and unless this Contract is terminated or cancelled pursuant to the terms hereof, the SELLER shall be obligated to procure proper extension(s) of the Refund Guarantee from time to time and in any case not later than 60 days before the Refund Guarantee may expire pursuant to the terms thereof.

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## ARTICLE III ADJUSTMENT OF THE CONTRACT PRICE

The Contract Price of the VESSEL shall be subject to adjustments as hereinafter set forth. It is hereby understood by both parties that any reduction of the Contract Price is by way of liquidated damages and not by way of penalty.

## 1. DELIVERY

- (a) No adjustment shall be made, and the Contract Price shall remain unchanged for the Sixty (60) days of delay in delivery of the VESSEL beyond the Delivery Date as defined in Article VII hereof ending as of twelve o'clock midnight of the Sixtieth (60<sup>th</sup>) day of delay.
- (b) If the delivery of the VESSEL is delayed more than Sixty (60) days after the date as defined in Article VII hereof, then, in such event, beginning at twelve o'clock midnight of the Sixtieth (60<sup>th</sup>) day after the date on which delivery is required under this Contract, the Contract Price of the VESSEL shall be reduced by deducting therefrom the sum of United States Dollars Thirty Thousand only (US\$30,000.00) per day. Unless the parties hereto agree otherwise, the total reduction in the Contract Price shall be deducted from the fifth instalment of the Contract Price and in any event (including the event that the BUYER consents to take the VESSEL at the later delivery date after the expiration of Two Hundred and Forty (240) days delay of delivery as described in Paragraph 1(c) of this Article or in Paragraph 3 of Article VIII) shall not be more than One Hundred and Eighty(180) days at the above specified rate of reduction after the Sixty (60) days allowance, that is United States Dollars Five Million Four Hundred Thousand only (US\$5,400,000.00) being the maximum.
- (c) If the delay in the delivery of the VESSEL continues for a period of Two Hundred and Forty (240) days after the Delivery Date as defined in Article VII, then in such event, the BUYER may, at its option, rescind or cancel this Contract in accordance with the provisions of Article X of this Contract. The SELLER may at any time after the expiration of the aforementioned Two Hundred and Forty (240), if the BUYER has not served notice of cancellation pursuant to Article X, notify the BUYER of the date upon which the SELLER estimates the VESSEL will be ready for delivery and demand in writing that the BUYER make an election, in which case the BUYER shall, within thirty (30) days after such demand is received by the BUYER, either notify the SELLER of its decision to cancel this Contract, or consent to take delivery of the VESSEL at an agreed future date, it being understood and agreed by the parties hereto that, if the VESSEL is not delivered by such future date, the BUYER shall have the same right of cancellation upon the same terms, as hereinabove provided.





- (d) For the purpose of this Article, the delivery of the VESSEL shall not be deemed delayed and the Contract Price shall not be reduced when and if the Delivery Date of the VESSEL is extended by reason of causes and provisions of Articles V, VI, XI, XII or XIII hereof which permits such extension. The Contract Price shall not be adjusted or reduced if the delivery of the VESSEL is delayed by reason of permissible delays as defined in Article VIII hereof.
- (e) In such circumstances, and for the purpose of determining the liquidated damages to the BUYER (according to the provisions of Paragraph 1(b) of this Article) and the BUYER's right to cancel or rescind this Contract (according to the provisions of Paragraph 1(c) of this Article), the newly planned delivery date agreed by the parties shall not be in any way treated or taken as having substituted the original Delivery Date as defined in Article VII. The BUYER's aforesaid right for liquidated damages and to cancel or rescind this Contract shall be accrued, operated or exercised only to the extent as described in Paragraph 1(a), 1(b) and/or 1(c) of Article III. In whatever circumstances, the Delivery Date as defined in Article VII (not the newly planned delivery date as agreed by the parties under this Paragraph 1 of Article III) shall be used to regulate, as so described in Paragraph 1 (a), 1(b) and/or 1(c) of Article III, the BUYER's right for liquidated damages and to rescind this Contract and the SELLER's liability to pay the aforesaid liquidated damages resulting from the delay in delivery of the VESSEL.

## 2. INSUFFICIENT SPEED

- (a) The Contract Price of the VESSEL shall not be affected nor changed by reason of the actual speed (as determined by the Trial Run after correction according to the Specifications) being less than three tenths (3/10) of one knot below the guaranteed speed as specified in Paragraph 4 of Article I of this Contract.
- (b) However, commencing with and including a deficiency of three tenths (3/10) of one knot in actual speed (as determined by the Trial Run after correction according to the Specifications) below the guaranteed speed as specified in Paragraph 4, Article I of this Contract, the Contract Price shall be decreased as follows:

at or above 0.30 but below 0.40 knot US\$ 200,000.00  
at or above 0.40 but below 0.50 knot US\$ 300,000.00  
at or above 0.50 but below 0.60 knot US\$ 400,000.00  
at or above 0.60 but below 0.70 knot US\$ 500,000.00  
at or above 0.70 but below 0.80 knot US\$ 600,000.00

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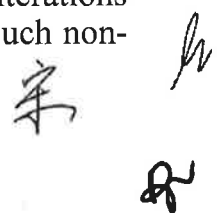
at or above 0.80 but below 0.90 knot US\$ 700,000.00  
at or above 0.90 but below 1.00 knot US\$ 800,000.00

- (c) If the deficiency in actual speed (as determined by the Trial Run after correction according to the Specifications) of the VESSEL upon the Trial Run, is 1.00 knot or more than 1.00 knot below the guaranteed speed of 22 knots, then the BUYER may at its option reject the VESSEL and rescind this Contract in accordance with provisions of Article X of this Contract, or may accept the VESSEL at a reduction in the Contract Price as above provided, by United States Dollars Eight Hundred Thousand only (US\$ 800,000) being the maximum.

### 3. EXCESSIVE FUEL CONSUMPTION

- (a) The Contract Price of the VESSEL shall not be affected nor changed if the actual fuel consumption of the Main Engine, as determined by shop trial in manufacturer's works, as per the Specifications, is greater than the guaranteed fuel consumption as specified and required under the provisions of this Contract and the Specifications if such actual excess is equal to or less than Five percent (5%).
- (b) However, if the actual fuel consumption as determined by shop trial is greater than Five percent (5%) above the guaranteed fuel consumption then, the Contract Price shall be reduced by the sum of United States Dollars Three Hundred Thousand only (US\$ 300,000) for each full one percent (1%) increase in fuel consumption in excess of the above said Five percent (5%) (fractions of one percent to be prorated).
- (c) If as determined by shop trial such actual fuel consumption of the Main Engine is more than ten percent (10%) (including 10%) in excess of the guaranteed fuel consumption, i.e. the fuel consumption exceeds 161.1 gram/kw/hour, the BUYER may, subject to the SELLER's right to effect replacement of a substitute engine or alterations of corrections as specified in the following sub-paragraph of Article III 3 (c) hereof, at its option, rescind this Contract, in accordance with the provisions of Article X of this Contract or may accept the VESSEL at a reduction in the Contract Price by United States Dollars One Million Five Hundred Thousand only (US\$1,500,000.00) being the maximum.

Notwithstanding the above, if as determined by shop trial such actual fuel consumption of the Main Engine is more than ten percent (10%) (including 10%) in excess of the guaranteed fuel consumption, i.e. the fuel consumption exceeds 161.1 gram/kw/hour, the BUILDER may investigate the cause of the non-conformity and the proper steps may promptly be taken to remedy the same and to make whatever corrections and alterations and / or re-shop trial test or tests as may be necessary to correct such non-



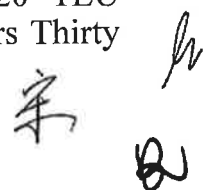
conformity without extra cost to the BUYER. Upon completion of such alterations or corrections of such nonconformity, the BUILDER shall promptly perform such further shop trials or any other tests, as may be deemed necessary to prove the fuel consumption of the Main Engine's conformity with the requirement of this Contract and the Specifications and if found to be satisfactory, give the BUYER notice by telefax and/or email confirmed in writing of such correction and as appropriate, successful completion accompanied by copies of such results, and the BUYER shall, within six (6) Business Days after receipt of such notice, notify the SELLER by telefax and / or email confirmed in writing of its acceptance or reject the re-shop trial together with the reasons therefor. If the BUYER fails to notify the SELLER by telefax and / or email confirmed in writing of its acceptance or rejection of the re-shop trial together with the reasons therefor within six (6) Business Days period as provided herein, the BUYER shall be deemed to have accepted the shop trial.

#### 4. DEADWEIGHT

- (a) In the event that there is a deficiency in the actual deadweight of the VESSEL determined as provided in the Specifications, the Contract Price shall not be decreased if such deficiency is 1,700 metric tons or less below the guaranteed deadweight of 170,500 metric tons at the scantling draft.
- (b) However, the Contract Price shall be decreased by the sum of United States Dollars Two Thousand Five Hundred only (US\$ 2,500) for each full metric ton of such deficiency being more than 1,700 metric tons.
- (c) In the event that there should be a deficiency in the VESSEL's actual deadweight which exceeds 3,400 metric tons below the guaranteed deadweight, the BUYER may, at its option, reject the VESSEL and rescind this Contract in accordance with the provisions of Article X of this Contract, or may accept the VESSEL with reduction in the Contract Price in the maximum amount of United States Dollars Four Million Two Hundred Fifty Thousand only (US\$ 4,250,000.00).

#### 5. CONTAINER'S CAPACITY

- (a) The Contract Price shall not be affected or changed by reason of deficiency in the number of containers if such deficiency is up to 120 TEU containers below the guaranteed number of containers in Article 1 paragraph 6 hereof.
- (b) However, in the event that the deficiency in the number of containers, as specified in Paragraph 6 of Article 1 hereof is more than 120 TEU containers, then the Contract Price shall be reduced by U.S. Dollars Thirty

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Thousand only (US\$ 30,000.00) for each TEU container in excess of the first allowable 120 TEU containers of such deficient number of containers.

- (c) If the deficiency in the number of containers is 240 TEU containers or more, then the BUYER at its option, may reject the VESSEL and cancel this Contract in accordance with the provisions of Article X hereof, or may accept the VESSEL at a reduction in the Contract Price as above mentioned for 240 TEU containers of deficiency only, that is United States Dollars Three Million Six Hundred Thousand only (US\$ 3,600,000.00) being the maximum.

## 6. EFFECT OF RESCISSION

It is expressly understood and agreed by the parties hereto that in any case as stated herein, if the BUYER rescinds this Contract pursuant to any provision under this Article, the BUYER, save its rights and remedy set out in Article X hereof, shall not be entitled to any liquidated damage or compensation whether described above or otherwise.

The SELLER (including any of its assigns, novatees, successors, shareholders, affiliates, consultants, agents, suppliers, vendors and subcontractors (at any tier) and their respective shareholders, directors, officers, employees, or representatives) shall be in no events liable for the BUYER (including any of its assigns, novatees, successors, shareholders, affiliates, consultants, agents, suppliers, vendors and subcontractors (at any tier) and their respective shareholders, directors, officers, employees, or representatives)'s indirect, special, exemplary, punitive or consequential losses and damages, arising from, or relating to or in connection with the Contract, cancellation of this Contract and/or the SELLER's breach hereunder, irrespective of cause (by contract, by law, in tort or otherwise) and notwithstanding the negligence, misconduct or breach (whether contractual, statutory or otherwise).



## ARTICLE IV SUPERVISION AND INSPECTION

## 1. APPOINTMENT OF THE BUYER'S SUPERVISOR

The BUYER shall send in good time and maintain at the BUILDER'S Shipyard, at the BUYER's own cost and expense, one or more (of a sufficient number which the BUYER considers necessary) representative(s) who shall be duly accredited in writing by the BUYER (such representative(s) being hereinafter collectively and individually called the "**Supervisor**" or "**Buyer's Representatives**") to supervise and survey the construction by the BUILDER of the VESSEL, her engines and accessories on behalf of the BUYER. The SELLER hereby warrants that, the necessary invitation letter for the Supervisor to enter China will be issued in order on demand and without delay provided that the Supervisor meets with the rules, regulations and laws of the People's Republic of China and that SELLER will provide its best assistance for issuance of visa for all representatives of the Supervisor. The BUYER undertakes to give the SELLER adequate notice for the application of visa.

## 2. COMMENTS TO PLANS AND DRAWINGS

BUILDER and the BUYER or the Supervisors of the BUYER shall, within fourteen (14) days after signing of this Contract, mutually agree a list of all the plans and drawings, the draft of which are to be sent to the BUYER for approval as soon as practically possible following the execution of this Contract (hereinbelow called the "**LIST**"). Before arrival of the Supervisor at the BUILDER'S Shipyard, the plans and drawings specified in the LIST shall be sent to the BUYER or its Supervisors and the BUYER or its Supervisors shall, within Ten (10) days after receipt thereof (excluding mailing time), return such plans and drawings submitted by the SELLER with comments, if any.

Concurrently with the arrival of the Supervisor at the BUILDER'S Shipyard, the BUYER shall notify the BUILDER in writing, stating the authority which the said Supervisor shall have, with regard as to whether the Supervisor can, on behalf of the BUYER, give comments, as the case may be, which of the plans and drawings specified in the LIST but not yet been sent to the BUYER, nevertheless in line with the Supervisor's authority. The Supervisor shall, within seven (7) Business Days after receipt thereof, return those plans and drawings with comments, if any, and the comments are considered to have been accepted by SELLER if there is no reply within seven (7) Business Days.

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Unless notification is given to the BUILDER by the Supervisor or the BUYER of the comments to any plans and drawings within the above designated period of time for each case, the said plans and drawings shall be implemented for construction by the BUILDER.

### 3. SUPERVISION AND INSPECTION BY THE SUPERVISOR

The necessary inspection of the VESSEL, its machinery, equipment and outfitings shall be carried out by the Classification Society and/or jointly with inspection team of the BUILDER throughout the entire period of construction in order to ensure that the construction of the VESSEL is duly performed in accordance with the Contract and Specifications.

The Supervisor shall have, at all times until delivery of the VESSEL, the right to attend tests according to the mutually agreed test list and inspect the VESSEL, her engines, accessories and materials at the BUILDER's Shipyard, its subcontractors or any other place where work is done or materials stored in connection with the VESSEL. The BUILDER shall give the Supervisor written notice in advance of all such tests, trials and inspections according to the mutually agreed test list and the notice should be provided at least one (1) day advance for tests, trials or inspection within the BUILDER's Shipyard and at least two (2) days advance notice with respect to any other locations outside of the BUILDER's Shipyard in Guangzhou and at least seven (7) days advance notice within China and at least twenty-one (21) days advance notice outside of China for proper arrangement. The Inspection schedule must be reasonable at all times in order to allow the BUYER's Representatives to carry out their duties properly and inspections must be spread over a reasonable time, but to follow building schedule at the same rate. In principle, inspections will not take place on Saturdays, Sundays and Holidays, unless mutually agreed upon and necessary in order to meet the SELLER'S schedule.

In the event that the Supervisor discovers any construction or material or workmanship which does not or will not conform to the requirements of this Contract and the Specifications, the Supervisor may inform the BUILDER in writing of such nonconformity, upon receipt of which the BUILDER shall correct such nonconformity if the BUILDER agrees with the BUYER. In any circumstances, the SELLER shall be entitled to proceed with the construction of the VESSEL even if there exists discrepancy in the opinion between the BUYER and the SELLER, without however prejudice to the BUYER's right for submitting the issue for determination by the Classification Society or arbitration in accordance with the provisions hereof. Inspection as described in the clause shall not constitute any changes in the SELLER's obligation under the Contract.

The BUYER undertakes and assures the SELLER that the Supervisor shall



carry out his inspections in accordance with the agreed inspection procedure and schedule and usual shipbuilding practice and in a way as to minimize any increase in building costs and delays in the construction of the VESSEL. Once a test has been witnessed and approved by the BUYER's Representatives, the same test should not have to be repeated, provided it has been carried out in compliance with the requirements of the Classification Society and specifications.

The BUILDER agrees to furnish free of charge the Supervisor with office space, and other reasonable facilities according to BUILDER's practice (which shall include at least international fax and phone and broadband or wireless internet connection) at, or in the immediate vicinity of the BUILDER's Shipyard. But the fees for the communication like telephone, telefax and email, etc., whether for Chinese domestic or international communication and/or for any communication outside the BUILDER's Shipyard, shall be borne by the BUYER. At all times, during the construction of the VESSEL until delivery thereof, the Supervisor shall be given free and ready access to the VESSEL, her engines and accessories, and to any other place where the work is being done, or the materials are being processed or stored, in connection with the construction of the VESSEL, including the yards, workshops, stores of the BUILDER, and the premises of subcontractors of the BUILDER, who are doing work, or storing materials in connection with the VESSEL's construction. The travel expenses for the said access to SELLER's subcontractors and the suppliers of Main Engine, diesel generators, scrubber, bow thruster and steering gear, if items manufactured in Guangzhou shall be at SELLER's account. The transportation, of any nature whatsoever, shall be provided to the Supervisor by the BUYER except for transportation to such subcontractors' premises which shall be paid by SELLER's. The SELLER shall give advance notice for the inspection.

#### 4. LIABILITY OF THE SELLER

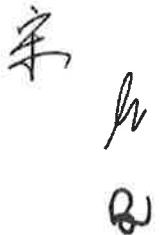
The Supervisor engaged by the BUYER under this Contract shall at all times be deemed to be in the employ of the BUYER. The SELLER shall be under no liability whatsoever to the BUYER, or to the Supervisor or the BUYER's employees or agents for personal injuries, including death, during the time when they, or any of them, are on the VESSEL, or within the premises of either the BUILDER's shipyard or its subcontractors, or are otherwise engaged in and about the construction of the VESSEL, unless, however, such personal injuries, including death, were caused by fault, misconduct, fraud or negligence of the SELLER, or of any of the SELLER's employees or agents or subcontractors of the SELLER. Nor shall the SELLER be under any liability whatsoever to the BUYER for damage to, or loss or destruction of property in China of the BUYER or of the Supervisor, or of the BUYER's employees or agents, unless such damage, loss or destruction was caused by

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fault, misconduct, fraud or negligence of the SELLER, or of any of the employees, or agents or subcontractors of the SELLER.

5. SALARIES AND EXPENSES

All salaries and expenses of the Supervisor, or any other employees employed by the BUYER under this Article, shall be for the BUYER's account.

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## ARTICLE V MODIFICATION, CHANGES AND EXTRAS

## 1. HOW EFFECTED

The Specifications and Plans in accordance with which the VESSEL is constructed, may be modified and/or changed at any time hereafter by written agreement of the parties hereto, provided that such modifications and/or changes or an accumulation thereof will not, in the BUILDER's reasonable judgment, adversely affect the BUILDER's other commitments and provided further that the BUYER shall assent to adjustment of the Contract Price, time of delivery of the VESSEL and other terms of this Contract, if any, as hereinafter provided. Subject to the above, the SELLER hereby agree to exert their best efforts to accommodate such reasonable requests by the BUYER so that the said changes and/or modifications may be made at a reasonable cost and within the shortest period of time which is reasonable and possible. Any such agreement for modifications and/or changes shall include an agreement as to the increase or decrease, if any, in the Contract Price of the VESSEL together with an agreement as to any extension or reduction in the time of delivery, or any other alterations in this Contract, or the Specifications occasioned by such modifications and/or changes. The aforementioned agreement to modify and/or to change the Specifications may be effected by an exchange of duly authenticated letters, or telefax, or email, manifesting such agreement. The letters, telefaxes and emails exchanged by the parties hereto pursuant to the foregoing shall constitute an amendment of the Specifications under which the VESSEL shall be built, and such letters, telefaxes and emails shall be deemed to be incorporated into this Contract and the Specifications by reference and made a part hereof. Upon consummation of the agreement to modify and/or to change the Specifications, the SELLER shall alter the construction of the VESSEL in accordance therewith, including any additions to, or deductions from, the work to be performed in connection with such construction. If due to whatever reasons, the parties hereto shall fail to agree on the adjustment of the Contract Price or extension of time of delivery or providing additional security to the SELLER or modification of any terms of this Contract which are necessitated by such modifications and/or changes, then the SELLER shall have no obligation to comply with the BUYER's request for any modification and/or changes.

## 2. CHANGES IN RULES AND REGULATIONS, ETC.

- (1) If, after the date of signing this Contract, any requirements as to the rules and regulations as specified in this Contract and the Specifications to which the construction of the VESSEL is required to conform, are altered or changed by the Classification Society or the other regulatory bodies authorized to make such alterations or changes, the SELLER and/or the



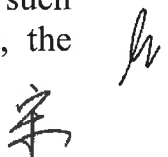
BUYER, upon receipt of the notice thereof, shall transmit such information in full to each other in writing, whereupon within twenty- one (21) days after receipt of the said notice by the BUYER from the SELLER or vice versa, the BUYER shall instruct the SELLER in writing as to the alterations or changes, if any, to be made in the VESSEL which the BUYER, in its sole discretion, shall decide. The SELLER shall promptly comply with such alterations or changes, if any in the construction of the VESSEL, provided that the BUYER shall first agree:

- (a) As to any increase or decrease in the Contract Price of the VESSEL that is occasioned by the cost for such compliance; and/or
- (b) As to any extension in the time for delivery of the VESSEL that is necessary due to such compliance; and/or
- (c) As to any increase or decrease in the guaranteed deadweight and speed of the VESSEL, if such compliance results in increased or reduced deadweight and speed; and/or
- (d) As to any other alterations in the terms of this Contract or of Specifications or both, if such compliance makes such alterations of the terms necessary.

Agreement as to such alterations or changes under this Paragraph shall be made in the same manner as provided above for modifications and/or changes of the Specifications and/or Plans.

- (2) If, due to whatever reasons, the parties shall fail to agree on the adjustment of the Contract Price or extension of the time for delivery or increase or decrease of the guaranteed speed and deadweight or any alternation of the terms of this Contract, if any, then the SELLER shall be entitled to proceed with the construction of the VESSEL in accordance with, and the BUYER shall continue to be bound by, the terms of this Contract and Specifications without making any such alterations or changes.

If the alterations or changes are compulsorily required to be made, then, notwithstanding any dispute between the Parties relating to the adjustment of the Contract Price or extension of the time for delivery or decrease of the guaranteed speed and deadweight or any other respect, the SELLER shall promptly comply with such alterations or changes first. The Delivery Date shall be further extended for a period necessary for such compliance provided the bilateral written agreement between the parties hereto or arbitration award below (if applicable) permits such extension. The BUYER shall, in any event, bear the costs and expenses for such alterations or changes (with, in the absence of mutual agreement, the



amount thereof and/or any other discrepancy such as but not limited to the extension of Delivery Date, etc. to be determined by arbitration in accordance with Article XIII of this Contract).

### 3. SUBSTITUTION OF MATERIALS AND/OR EQUIPMENT

In the event that any of the materials and/or equipment required by the Specifications or otherwise under this Contract for the construction of the VESSEL cannot be procured in time to effect delivery of the VESSEL, the SELLER may, provided the SELLER shall provide adequate evidence and provided that the BUYER so agrees in writing, supply other materials and/or equipment of at least equivalent quality, capable of meeting the requirements of the Classification Society and of the rules, regulations, requirements and recommendations with which the construction of the VESSEL must comply.

### 4. BUYER'S SUPPLIED ITEMS

The BUYER shall deliver to the BUILDER at its BUILDER's Shipyard the items as specified in the Specifications which the BUYER shall supply on Buyer's account by the time reasonably designated by the SELLER. The SELLER shall provide all necessary and reasonable assistance to the BUYER in the Customs clearance in connection with the import of the BUYER's supplies at BUYER's expenses and risk.

Should the BUYER fail to deliver to the BUILDER such items within the time specified, the delivery of the VESSEL shall automatically be extended for a period of such delay, provided such delay in delivery of the BUYER's supplied items causes delay in construction of the VESSEL and affects the timely delivery of the VESSEL. In such event, the BUYER shall pay to the SELLER all losses and damages sustained by the SELLER due to such delay in the delivery of the BUYER's supplied items and such payment shall be made upon delivery of the VESSEL.

The BUYER's supply list on the specification shall be provided by the BUILDER to the BUYER minimum 6 months in advance prior to the work so that Buyer may have enough time to purchase. And the timeline for delivery of BUYER's Supplied Items with current production schedule shall be provided by the SELLER to the BUYER minimum 2 months in advance. Furthermore, if the delay in delivery of the BUYER's supplied items should exceed fifteen (15) Business Days, the SELLER shall be entitled to proceed with construction of the VESSEL without installation of such items in or onto the VESSEL, without prejudice to the SELLER's right hereinabove provided, and the BUYER shall accept the VESSEL so completed.



The BUILDER shall be responsible for properly and safely storing and handling of the BUYER's supplies as specified in the Specifications after delivery to the BUILDER and shall install them on board the VESSEL at the BUILDER's expenses.

Upon arrival of such shipment of the Buyer's supplied items, both parties shall undertake a joint unpacking inspection. If any damages are found to be not suitable for installation, the BUILDER shall be entitled to refuse to accept the BUYER's supplied items.

Subject to Article XI, the BUYER's supplied items shall be at all the times the property of the BUYER but shall be the SELLER's risk from the time of delivery to the BUILDER's Shipyard until the time of the delivery of the VESSEL or return to the BUYER in accordance with the provisions of this Contract.



ARTICLE VI TRIALS

1. NOTICE

The BUYER and the Supervisor shall receive from the SELLER at least four (4) weeks estimated notice in advance for planning and fourteen (14) days realistic schedule notice in advance and seven (7) days definite notice in advance in writing or by telefax or email confirmed in writing, of the time and place of the VESSEL's sea trial as described in the Specifications (hereinafter referred to as the "Trial Run") and the BUYER and the Supervisor shall promptly acknowledge receipt of such notice. The BUYER's representatives and/or the Supervisor shall be on board the VESSEL to witness such Trial Run, and to check upon the performance of the VESSEL during the same. Failure of the BUYER's representatives to be present at the Trial Run of the VESSEL, after due notice to the BUYER and the Supervisor as provided above, shall have the effect to extend the date for delivery of the VESSEL by the period of delay caused by such failure to be present. However, if the Trial Run is delayed more than seven (7) days by reason of the failure of the BUYER's representatives to be present after receipt of due notice as provided above, then in such event, the BUYER shall be deemed to have waived its right to have its representatives on board the VESSEL during the Trial Run unless both parties agree an alternative practical procedure which shall be reasonable, and the BUILDER may conduct such Trial Run without the BUYER's representatives being present, and in such case the BUYER shall be obliged to accept the VESSEL on the basis of a certificate jointly signed by the BUILDER and the Classification Society certifying that the VESSEL, after Trial Run subject to minor alterations and corrections as provided in this Article, if any, is found to conform to the Contract and Specifications. The SELLER hereby warrants that the necessary invitation letter for visa for the BUYER's representatives to enter China will be issued in time and in order on demand and without delay otherwise the Trial Run shall be postponed until after the BUYER's representatives have arrived at the BUILDER's Shipyard and any delays as a result thereof shall not count as a permissible delay under Article VIII thereof. In the event of unfavorable weather on the date specified for the Trial Run, the same shall take place on the first available day thereafter that the weather conditions permit. The parties hereto recognize that the weather conditions in Chinese waters in which the Trial Run is to take place are such that great changes in weather may arise momentarily and without warning and, therefore, it is agreed that if during the Trial Run of the VESSEL, the weather should suddenly become unfavorable, as would have precluded the continuance of the Trial Run, the Trial Run of the VESSEL shall be discontinued and postponed until the first favorable day next following, unless the BUYER shall assent by telefax or email and confirm in writing of its acceptance of the VESSEL on the basis of the Trial Run made prior to such sudden change in weather conditions. In the event that the Trial Run is postponed because of unfavorable weather


conditions, such delay shall be regarded as a permissible delay, as specified in Article VIII hereof.

## 2. HOW CONDUCTED

- (a) All expenses in connection with Trial Run of the VESSEL are to be for the account of the BUILDER, who, during the Trial Run and when subjecting the VESSEL to Trial Run, is to provide, at its own expense, the necessary crew to comply with conditions of safe navigation. The Trial Run shall be conducted in the manner prescribed in the Specifications and shall prove fulfillment of the performance required for the Trial Run as set forth in the Specifications.

The course of Trial Run shall be determined by the BUILDER and shall be conducted within the trial basin equipped with speed measuring facilities.

- (b) The BUILDER shall provide the VESSEL with the required quantities of water and fuel oil with exception of grease, lubrication oil and hydraulic oil which shall be supplied by the BUYER for the conduct of the Trial Run or Trial Runs as prescribed in the Specifications. The fuel oil supplied by the SELLER, and greases, lubricating oil and hydraulic oil supplied by the BUYER shall be in accordance with the applicable engine specifications, and the cost of the quantities of water, fuel oil, lubricating oil, hydraulic oil and greases consumed during the Trial Run or Trial Runs shall be for the account of the BUILDER.

## 3. TRIAL LOAD DRAFT

In addition to the supplies provided by the BUYER in accordance with sub-paragraph (b) of the preceding Paragraph 2 hereof, the BUILDER shall provide the VESSEL with the required quantity of fresh water and other stores necessary for the conduct of the Trial Run. The necessary ballast (fresh and sea water and such other ballast as may be required) to bring the VESSEL to the trial load draft as specified in the Specifications, shall be for the BUILDER's account.

## 4. METHOD OF ACCEPTANCE OR REJECTION

- (a) Upon notification of the BUILDER of the completion of the Trial Run of the VESSEL and the results of the trials and tests conducted during the Trial Run (to the extent available upon completion of the Trial Run), the BUYER or the BUYER's Supervisor shall within six (6) Business Days thereafter, notify the SELLER by telefax or email confirmed in writing of its acceptance of the VESSEL or of its rejection of the VESSEL together

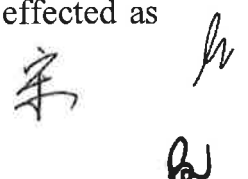
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with the reasons therefor. For the avoidance of doubt, full written report and results of the Trial Run shall be provided to the BUYER as soon as practically possible and in any event no later than five (5) days after sea trial for speed test and endurance test, fuel consumption measurement and for the rest not later than ten (10) days before the SELLER's proposed or intended date of delivery of the Vessel.

- (b) However, should the result of the Trial Run indicate that the VESSEL or any part thereof including its equipment does not conform to the requirements of this Contract and Specifications, then the BUILDER shall investigate with the Supervisor the cause of failure and the proper steps shall be taken to remedy the same and shall make whatever corrections and alterations and/or re-Trial Run or Runs as may be necessary without extra cost to the BUYER, and upon notification by the BUILDER of completion of such alterations or corrections and/or re-trial or re-trials, the BUYER shall, within six (6) Business Days thereafter, notify the SELLER by telefax or email confirmed in writing of its acceptance of its VESSEL or of the rejection of the VESSEL together with the reason therefor on the basis of the alterations and corrections and/or re-trial or re-trials by the BUILDER.
- (c) In the event that the BUYER or the BUYER's Supervisor fails to notify the SELLER by telefax or email confirmed in writing of its acceptance or rejection of the VESSEL together with the reason therefor within six (6) Business Days period as provided for in the above sub- paragraphs (a) and (b), the BUYER shall be deemed to have accepted the VESSEL.
- (d) Any dispute arising among the parties hereto as to the result of any Trial Run or further tests or trials, as the case may be, of the VESSEL shall be solved by reference to arbitration as provided in Article XIII hereof.
- (e) Nothing herein shall preclude the BUYER from accepting the VESSEL with its qualifications and/or remarks following the Trial Run and/or further tests or trials as aforesaid and the SELLER shall be obliged to comply with and/or remove such qualifications and/or remarks (if such qualifications and/or remarks are acceptable to the SELLER) at the time before effecting delivery of the VESSEL to the BUYER under this Contract.

## 5. DISPOSITION OF SURPLUS CONSUMABLE STORES

Should any amount of fuel oil, fresh water, or other unbroached consumable stores furnished by the BUILDER for the Trial Run or Trial Runs remain on board the VESSEL at the time of acceptance thereof by the BUYER, the BUYER agrees to buy the same from the SELLER at the original invoiced incurred by the SELLER, and payment by the BUYER shall be effected as

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provided in Article II 3 (e) and 4 (e) of this Contract.

The BUYER shall supply greases, lubricating oil and hydraulic oil for the purpose of Trial Runs at its own expenses and the SELLER will reimburse for the amount of greases, lubricating oil and hydraulic oil actually consumed for the said Trial Run or Trial Runs at the original invoiced price incurred by the BUYER and payment by the SELLER shall be effected as provided in Article II 3(e) and 4(e) of this Contract.

## 6. EFFECT OF ACCEPTANCE

The BUYER's acceptance of the VESSEL by written or telefax, or email notification sent to the SELLER, in accordance with the provisions set out above, shall be final and binding so far as conformity of the VESSEL to this Contract and the Specifications is concerned, and shall preclude the BUYER from refusing formal delivery by the SELLER of the VESSEL, as hereinafter provided, if the SELLER complies with all other procedural requirements for delivery as hereinafter set forth.

In case of rejection of the VESSEL, the BUYER shall give reasons to SELLER for such rejection. Any dispute shall be resolved first between SELLER and BUYER and then brought to arbitration pursuant to Article XIII.





## ARTICLE VII DELIVERY

## 1. TIME AND PLACE

The VESSEL shall be delivered safely afloat by the SELLER to the BUYER at the BUILDER's Shipyard, in accordance with the Specifications and with all Classification and Statutory Certificates and after completion of Trial Run (or, as the case may be, re-Trial or re-Trials) and acceptance by the BUYER in accordance with the provisions of Article VI hereof on or before May 31, 2023 provided that, in the event of delays in the construction of the VESSEL or any performance required under this Contract due to causes which under the terms of the Contract permit extension of the time for delivery, the aforementioned time for delivery of the VESSEL shall be extended accordingly.

The aforementioned date or such later date to which delivery is extended pursuant to the terms of this Contract is hereinafter called the "**Delivery Date**".

## 2. WHEN AND HOW EFFECTED

Provided that the BUYER and the SELLER shall each have fulfilled all of their respective obligations as stipulated in this Contract, delivery of the VESSEL shall be effected forthwith by the concurrent delivery by each of the parties hereto, one to the other, of the Protocol of Delivery and Acceptance, acknowledging delivery of the VESSEL by the SELLER and acceptance thereof by the BUYER, which Protocol shall be prepared in quadruplicate and executed by each of the parties hereto.

## 3. DOCUMENTS TO BE DELIVERED TO THE BUYER

Upon acceptance of the VESSEL by the BUYER, the SELLER shall deliver to the BUYER the following documents (subject to the provision contained in Article V 2 hereof) which shall accompany the aforementioned Protocol of Delivery and Acceptance:

- (a) PROTOCOL OF TRIALS of the VESSEL made by the BUILDER pursuant to the Specifications.
- (b) PROTOCOL OF INVENTORY of the equipment of the VESSEL including spare part and the like, all as specified in the Specifications, made by the BUILDER.



- (c) **PROTOCOL OF STORES OF CONSUMABLE NATURE** made by the BUILDER referred to under Paragraph 5 of Article VI hereof.
- (d) **FINISHED DRAWINGS AND PLANS** pertaining to the VESSEL as stipulated in the Specifications, made by the BUILDER. Two sets of finished drawings to be delivered to the Vessel and one set to the technical office to be designated by the BUYER.
- (e) **PROTOCOL OF DEADWEIGHT AND INCLINING EXPERIMENT**, made by the BUILDER
- (f) **ALL CERTIFICATES** required to be furnished upon delivery of the VESSEL pursuant to the Specifications.

Certificates shall be issued by relevant Authorities or classification Society. The VESSEL shall comply with the above rules and regulations which are in force at the time of signing this Contract. All the certificates shall be delivered in one (1) original to the vessel and two (2) copies to the BUYER.

If the full term certificate or certificates are unable to be issued at the time of delivery by the Classification Society or any third party other than the BUILDER, then the provisional certificate or certificates as issued by The Classification Society or the third party other than the BUILDER with the full term certificates to be furnished by the BUILDER after delivery of the VESSEL and in any event before the expiry of the provisional certificates shall be acceptable to the BUYER.

- (g) **DECLARATION OF WARRANTY** issued by the SELLER that the VESSEL is delivered to the BUYER free and clear of any liens, charges, claims, mortgages, or other encumbrances upon the BUYER's title thereto, and in particular, that the VESSEL is absolutely free of all burdens in the nature of imposts, taxes or charges imposed by the province or country of the port of delivery, as well as of all liabilities of the SELLER to its sub-contractors, employees and crews and/or all liabilities arising from the operation of the VESSEL in Trial Run or Trial Runs, or otherwise, prior to delivery.
- (h) **COMMERCIAL INVOICE** made by the SELLER.
- (i) Notarised and/or legalized, if required by the BUYER or BUYER's Representatives, **BILL OF SALE** made by the SELLER.
- (j) Notarised and/or legalized, if required by the BUYER or BUYER's Representatives, **Builder's Certificate** made by the SELLER.

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- (k) Notarised Power of Attorney (or other corporate authorisation as the BUYER may reasonably accept) authorising one or more individuals to act for and on behalf the SELLER to effect the delivery of the VESSEL and to execute any delivery documents or other document in connection with the delivery of the VESSEL.
- (l) Any other documents (including notarization or/and legalization of any document as set out in this Article VII.3, if necessary) reasonably required by the BUYER in connection with the registration of the VESSEL provided that (1) the SELLER is able to provide such documents and (2) the Buyer shall provide its necessary cooperation and sufficient advance notice.

The SELLER shall provide the BUYER with draft or form of all the above documents (other than those information and documents to be provided by the BUYER) no later than thirty (30) Days before scheduled delivery date for the BUYER's comments and approval which comments and approval shall not be unreasonably withheld or delayed and thereby affecting the scheduled delivery.

#### 4. TITLE AND RISK

Title to and risk of the VESSEL shall pass to the BUYER only upon delivery thereof and SELLER's receipt of the final instalment. As stated above, it being expressly understood that, until such delivery is effected, title to the VESSEL, and her equipment, shall remain at all times with the SELLER and are at the entire risk of the SELLER.

#### 5. REMOVAL OF VESSEL

The BUYER shall take possession of the VESSEL immediately upon delivery and acceptance thereof, and shall remove the VESSEL from the premises of the BUILDER within ten (10) days after delivery and acceptance thereof is effected. If the BUYER shall not remove the VESSEL from the premises of the BUILDER within the aforesaid ten (10) days, then, in such event, without prejudice to the SELLER's right to require the BUYER to remove the VESSEL immediately at any time thereafter (except in case of extremely bad weather or in any event blocking access to the Vessel not due to Buyer's reasons, the Vessel should be removed on the next Business Day after the end of such bad weather), the BUYER shall pay to the SELLER the reasonable mooring charge of the VESSEL.

#### 6. TENDER OF THE VESSEL



If the BUYER fails to take delivery of the VESSEL after completion thereof according to this Contract and the Specifications without justified reason, the SELLER shall have the right to tender the VESSEL for delivery after compliance with all procedural requirements as above provided (including provision of all clean Class Certificates, but except for any outstanding documents or certificates or recommendations/remarks/conditions thereof caused by the BUYER and/or Supervisor's failure or delay in timely supplying relevant information and/or documents which the Buyer and/or the Supervisor shall supply).

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## ARTICLE VIII DELAYS &amp; EXTENSION OF TIME FOR DELIVERY

## 1. CAUSE OF DELAY

If, at any time before actual delivery, either the construction of the VESSEL, or any performance required hereunder as a prerequisite of delivery of the VESSEL, is delayed due to war, blockade, revolution, insurrection, mobilization, civil commotions, riots, strikes, sabotage, lockouts, local temperature lower than minus 15 degree centigrade or higher than 35 degree centigrade lasting three (3) days continuously, Acts of God or the public enemy, terrorism, plague or other epidemics, quarantines, prolonged failure or restriction of electric current from an outside source, freight embargoes, if any, earthquakes, tidal waves, typhoons, hurricanes, storms or other causes unforeseeable at the time of the execution of this Contract and beyond the control of the BUILDER or of its sub-contractors, as the case may be, or by destruction of the BUILDER or works of the BUILDER or its sub-contractors, or of the VESSEL or any part thereof, by fire, flood, or other causes beyond the control of the SELLER or its sub-contractors as the case may be, or due to the bankruptcy of the equipment and/or material supplier or suppliers, or due to the delay caused by acts of God in the supply of parts essential to the construction of the vessel, then, in the event of delay due to the happening of any of the aforementioned contingencies, provided the SELLER has taken reasonable steps to mitigate the effect of any delay, the Seller shall not be liable for such delay and the time for delivery of the VESSEL under this Contract shall be extended without any reduction in the Contract Price for a period of time which shall not exceed the total accumulated time of all such delays, subject nevertheless to the BUYER's right of cancellation under Paragraph 3 of this Article and subject however to all relevant provisions of this Contract which authorize and permit extension of the time of delivery of the VESSEL.

## 2. NOTICE OF DELAY

Within seven (7) days from the date of commencement of any delay on account of which the SELLER claims that it is entitled under this Contract to an extension of the time for delivery of the VESSEL, the SELLER shall advise the BUYER by telefax or email confirmed in writing, of the date such delay commenced, and the cause of delay. Failure of the SELLER to provide written notice as required in this provision within the said seven (7) days time period shall be deemed that the SELLER has irrevocably waived its rights to claim for the occurrence of such event as a cause of permissible delays as defined hereafter. If further required by the BUYER, the SELLER shall provide documentary evidence or other reasonable proof in support of the same as soon as practically possible but in any event within thirty (30) days

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upon the BUYER's request; failure of which shall also be deemed that the SELLER has irrevocably waived its rights to claim for the occurrence of such event as a cause of permissible delays as defined hereafter.

Likewise, within seven (7) days after such delay ends, the SELLER shall advise the BUYER in writing or by telefax or email confirmed in writing, of the date such delay ended, and also shall specify the maximum period of the time by which the date for delivery of the VESSEL is extended by reason of such delay. Failure of the BUYER to respond to the SELLER's notification of any claim for extension of the Delivery Date within thirty (30) days after receipt by the BUYER of such notification, shall be deemed to be a waiver by the BUYER of its right to object to such extension.

### 3. RIGHT TO CANCEL FOR EXCESSIVE DELAY

If the total accumulated time of all delays on account of the causes specified in Paragraph 1 of the Article aggregate to two hundred and ten (210) days or more or if the total accumulated time of all delays on account of the causes specified in Paragraph 1 of the Article and non-permissible delays as described in Paragraph 1 of Article III aggregate to two hundred and seventy (270) days or more, in any circumstances, excluding postponement or extension to the Delivery Date specifically agreed by the parties in writing or delays due to arbitration as provided for in Article XIII hereof (provided the arbitral award confirms delays having been caused by arbitration and orders extensions of the Delivery Date accordingly) or due to default in performance by the BUYER, or extensions due to delays in delivery of the BUYER's supplied items permitted under Article V hereof, and excluding delays due to causes which, under Article V, VI, XI and XII hereof, permit extension or postponement of the time for delivery of the VESSEL, then in such event, the BUYER may in accordance with the provisions set out herein cancel this Contract by serving upon the SELLER telefaxed or emailed notice of cancellation which shall be confirmed in writing by the BUYER thereafter and the provisions of Article X of this Contract shall apply. The SELLER may, at any time, after the accumulated time of the aforementioned delays justifying cancellation by the BUYER as above provided for, demand in writing that the BUYER shall make an election, in which case the BUYER shall, within thirty (30) days after such demand is received by the BUYER either notify the SELLER of its intention to cancel, or consent to an extension of the time for delivery to an agreed future date, it being understood and agreed by the parties hereto that, if any further delay occurs on account of causes justifying cancellation as specified in this Contract, the BUYER shall have the same right of cancellation upon the same terms as hereinabove provided.



#### 4. DEFINITION OF PERMISSIBLE DELAY

Delays on account of such causes as provided for in Paragraph 1 of this Article excluding any other extensions of a nature which under the terms of this Contract permit postponement of the Delivery Date, shall be understood to be (and are herein referred to as) permissible delays, and are to be distinguished from non-permissible delays on account of which the Contract Price of the VESSEL is subject to adjustment as provided for in Article III hereof.

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## ARTICLE IX WARRANTY OF QUALITY

## 1. GUARANTEE OF MATERIAL AND WORKMANSHIP

Subject to the provisions hereinafter set forth, the SELLER undertakes to remedy, free of charge to the Buyer, any defects in the VESSEL in her entirety and each and every part thereof which are due to defective design, defective materials and/or poor workmanship and/or failure to construct and complete the Vessel in conformity with this Contract and the Specifications on the part of the SELLER and/or its subcontractors provided that (a) defects are discovered within a period of twelve (12) months after the date of delivery of the VESSEL and a notice thereof is duly given to the Seller as provided under Paragraph 2 of this Article; and (b) such defects have not been caused by perils of the sea, rivers or navigation, or by ordinary wear and tear, overload, improper loading or stowage, corrosion of the materials if caused by the BUYER, fire, accident, incompetence, mismanagement, negligence or willful neglect or by alteration or addition by the BUYER not previously approved by the SELLER.

For the purpose of this Article, the VESSEL shall include, without limitation, her hull, machinery, parts, design, drawings, engine, spares, paints, equipment and gear, but excludes any parts of the VESSEL which have been supplied by or on behalf of the BUYER except for the workmanship linked to installation of these items.

If any warrantee or guarantee provided by any subcontractor or supplier is wider of scope or remains in effect after the expire of the aforesaid twelve (12) months period, such warrantee or guarantee shall, on the expiry of the twelve (12) month guarantee period under this Article, be assigned to the BUYER or its nominated third party (to the extent which the SELLER may validly do so and subject to consents of the subcontractors or suppliers, if applicable). The BUYER agrees to bear the costs and expenses (including legal expenses) in relation to above assignment(s).

## 2. NOTICE OF DEFECTS

THE BUYER shall notify the SELLER by telefax or email of any defects for which a claim is made under this guarantee as promptly as possible after discovery thereof. The BUYER's written notice shall describe the nature and the extent of the defect. The SELLER shall have no obligation for any defects discovered prior to the expiry date of the said twelve (12) months period, unless notice of such defects is received by the SELLER no later than thirty (30) days after such expiry date. Telefaxed or emailed advice with brief details explaining the nature of such defect and extent of damage within thirty



(30) days after such expiry date and that a claim is forthcoming will be sufficient compliance with the requirements as to time.

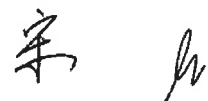
### 3. REMEDY OF DEFECTS

(a) THE SELLER shall remedy, at its cost and expense, any defects against which the VESSEL or any part of the equipment thereof is guaranteed under this Article, by making all necessary repairs and/or replacements at the BUILDER's Shipyard or elsewhere as provided for in 3(b) below.

(b) However, if it is impractical to make the repair by the SELLER, the BUYER shall cause the necessary repairs or replacements to be made elsewhere which is deemed suitable for the purpose, provided that, in such event, the SELLER may forward or supply replacement parts or materials to the VESSEL at SELLER's cost, unless forwarding or supplying thereof to the VESSEL would impair or delay the operation or working schedule of the VESSEL. In the event that the BUYER proposes to cause the necessary repairs or replacements to be made to the VESSEL elsewhere, the BUYER shall first, but in all events as soon as possible, give the SELLER notice in writing of the time and place such repairs will be made, and if the VESSEL is not thereby delayed, or her operation or working schedule is not thereby impaired, the SELLER shall have the right to verify by its own representative(s) or representative(s) of Classification Society the nature and extent of the defects complained of. THE SELLER shall, in such cases, promptly advise the BUYER in writing, after such examination has been completed, of its acceptance or rejection of the defects as ones that are covered by the guarantee herein provided.

Upon the SELLER's acceptance of the defects as justifying remedy under this Article, the SELLER shall immediately pay to the BUYER the actual reasonable cost for such repairs or replacements including forwarding charges and port towage and damage to the Vessel directly caused by the defects specified in Paragraph 1 of this Article provided such damage occasioned within the guarantee period but excluding indirect, special, exemplary, punitive or consequential losses and damages, arising from, or relating to or in connection with such repairs or replacements (including but not limited to loss of hire, loss of contract, loss of profit, crew wage, cost of stores or inspection, customs, claims from third party).

(c) In any case, the VESSEL shall be taken at the BUYER's cost and responsibility to the place elected, ready in all respects for such repairs or replacements.



- (d) Any dispute under this Article shall be referred to arbitration in accordance with the provisions of Article XIII hereof.

#### 4. EXTENT OF SELLER'S RESPONSIBILITY

- (a) The SELLER shall have no responsibility or liability for any other defects whatsoever in the VESSEL other than the defects specified in Paragraph 1 of this Article. The SELLER in any circumstances shall neither be responsible or liable for any consequential or special losses, damages or expenses, nor be responsible for any losses, damages or expenses including but not limited to any loss of time, loss of use, loss of profit, loss of earnings or demurrage caused by the defects specified in Paragraph 1 of this Article, regardless of whether the aforesaid losses, damages or expenses are directly or indirectly occasioned to the BUYER by reason of the defects specified in Paragraph 1 of this Article .
- (b) The SELLER shall not be responsible for any defects in any part of the VESSEL which subsequent to delivery of the VESSEL have been replaced or in any way repaired by any other contractor (except if authorized by the SELLER), or for any defects which have been caused or aggravated by mismanagement, accident, negligence, omission, willful neglect or improper use and maintenance of the VESSEL on the part of the BUYER, its servants or agents or by perils of sea or river, or navigation, or by ordinary wear and tear .
- (c) The SELLER's liability provided for in this Article shall be limited to the repairs and replacements as provided for in this Article. The guarantee contained in this Article shall not be extended, altered or varied except by a written instrument signed by the duly authorized representatives of the Seller and the BUYER.
- (d) Upon delivery of the VESSEL to the BUYER, the SELLER shall thereby and thereupon be released from any and all liability whatsoever and howsoever arising under or by virtue of this Contract (save in respect of those obligations to the BUYER expressly provided for in this Article IX, Article IV.4, Article VI.6 (ii), Article XV and Article XVI).

#### 5. TRANSFER OF QUALITY GUARANTEE

Upon or after delivery of the VESSEL, the Buyer may by written notice to the SELLER assign or novate by transfer this Article IX to the bareboat charterer of the VESSEL and the SELLER shall acknowledge such assignment or sign such novation agreement in writing. The SELLER shall hereby further agree that in case of such assignment or novation, and provided that the novatee is a party other than an entity or national of the

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Shipbuilding Contract

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Mainland China, the novation agreement or assignment shall be governed by English law and that any dispute arising thereof shall be submit for LMAA arbitration in London.

Date: March 31, 2021

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## ARTICLE X CANCELLATION, REJECTION AND RESCISSION BY THE BUYER

All payments made by the BUYER prior to the delivery of the VESSEL shall be in the nature of advance to the SELLER. In the event the BUYER exercises its right of cancellation and/or termination and/or rescission of this Contract under and pursuant to any provision of this Contract specifically permitting the BUYER to do so, then the BUYER shall notify the SELLER in writing or by telefax or email confirmed in writing, and such cancellation and/or rescission shall be effective as of the date the telefax or email notice thereof is received by the SELLER.

- (a) Thereupon the SELLER shall refund in United States dollars within thirty (30) Business Days to the BUYER the full amount of all sums paid by the BUYER to the SELLER on account of the VESSEL, unless the SELLER disputes the BUYER's cancellation and/or rescission by instituting arbitration in accordance with Article XIII. If the BUYER's cancellation or rescission of this Contract is disputed by the SELLER by instituting arbitration as aforesaid, then no refund shall be made by the SELLER and the BUYER shall not be entitled to repayment from the Refund Guarantor until the arbitration award between the BUYER and the SELLER or, in case of appeal or appeals by the SELLER on the arbitration award, the final court judgement, which shall be in favor of the BUYER, declaring the BUYER's cancellation and/or rescission justified, is made, or until a written settlement agreement is reached between the parties which orders the SELLER to refund, whichever is earlier. In the event of the SELLER is obligated to make refundment, the SELLER shall pay the BUYER interest in United States Dollars at the rate of six percent (6%) per annum, if the cancellation or rescission of the Contract is exercised by the BUYER in accordance with the provision of Article III 1(c), 2(c), 3(c), 4(c) or 5(c) and Article VIII hereof, on the amount required herein to be refunded to the BUYER computed from the respective dates when such sums were received by Export-Import Bank of China, Guangdong Branch or any such other bank account as nominated by the SELLER pursuant to Article II 4(a), 4(b), 4(c), or 4(d) from the BUYER to the date of remittance by telegraphic transfer of such refund to the BUYER by the SELLER, provided, however, that if the cancellation is exercised by the BUYER pursuant to Paragraph 3 of Article VIII due to accumulated permissible and non-permissible delays exceeding 270 days, the days of permissible delays shall be deducted from the total numbers of days of the interest period as stipulated above, and if the said cancellation by the BUYER is made under the provisions of Paragraph 3 of Article VIII due to accumulated permissible delays alone exceeding 210 days or if Paragraph 2(b)(ii) of Article XII is applicable, then in such event the SELLER shall not be required to pay any interest.

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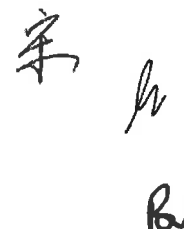
Unless otherwise agreed by the parties in writing, all refunds and payment of interest shall be made in United States Dollars without any setoff or counterclaim and without any deduction or withholding for or on account of any taxes, duties or charges whatsoever. In the event any deduction or withhold is compulsorily required under the laws of the People's Republic of China, the SELLER undertakes to make the minimum deduction or withholding required and to pay the BUYER such additional amounts as may be necessary in order to ensure that the net amount received by the BUYER after such deduction or withholding is equal to the amount which would have been received had such deduction or withholding not been made.

In addition (without prejudice to the BUYER's other rights and remedies), with respect to the Buyer's supplies, the SELLER shall:

(i) with respect to any or all the Buyer's supplies not installed onto the Vessel, return to the BUYER the BUYER's supplies in good condition; and

(ii) with respect to the Buyer's supplies installed onto the VESSEL or such return would be impossible or impractical, pay to the Buyer an amount equal to the actual and documented purchase price (excluding transportation, insurance and all other costs or expenses) of those supplies when the BUYER paid for such items.

(b) Upon such refund by the SELLER to the BUYER and compliance with its obligations with respect to the Buyer's supplies as stipulated in this Article X.3, all obligations, duties and liabilities of each of the parties hereto to the other under this Contract shall be forthwith completely discharged. It is mutual agreed that the refund of the installment(s) and interest (if any), whether by the Seller or the Refund Guarantor, replaces, substitutes and discharges all the obligations, duties and liabilities of the Seller under the English law, or any other applicable laws or under this Contract.

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## ARTICLE XI PARTIES' DEFAULT

## 1. DEFINITION OF BUYER'S DEFAULT

The BUYER shall be deemed in default of its obligation under the Contract if any of the following events occurs:

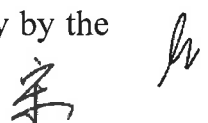
- (a) The BUYER fails to pay the First or Second or Third or Fourth installment to the SELLER when any such installment becomes due and payable under the provisions of Article II hereof and provided further the BUYER shall have received the SELLER's demand for payment in accordance with Article II hereof; or
- (b) The BUYER fails to pay the Fifth installment to the SELLER in accordance with Paragraph 3(e) and 4(e) of Article II hereof provided the BUYER shall have received the SELLER's demand for payment in accordance with Article II hereof; or
- (c) The BUYER fails to take delivery of the VESSEL, when the VESSEL is duly tendered for delivery by the SELLER under the provisions of Article VII hereof.

## 2. NOTICE OF BUYER'S DEFAULT

If the BUYER is in default of payment or in performance of its obligations as provided hereinabove, the SELLER shall notify the BUYER to that effect by telefax or email after the date of occurrence of the default as per Paragraph 1 of this Article and the BUYER shall forthwith acknowledge by telefax or email to the SELLER that such notification has been received. In case the BUYER does not give the aforesaid telefax or email acknowledgment to the SELLER within three (3) Business Days it shall be deemed that such notification has been duly received by the BUYER.

## 3. INTEREST AND CHARGE

- (a) If the BUYER is in default of payment as to any installment as provided in Paragraph 1 (a) and/or 1 (b) of this Article, the BUYER shall pay interest on such installment at the rate of six percent (6 %) per annum until the date of the payment of the full amount, including all aforesaid interest. In case the BUYER shall fail to take delivery of the VESSEL when required to as provided in Paragraph 1 (c) of this Article, the BUYER shall be deemed in default of payment of the fifth installment and shall pay interest thereon at the same rate as aforesaid from and including the day on which the VESSEL is tendered for delivery by the




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SELLER, as provided in Article VII Paragraph 7 hereof.

- (b) in any event of default by the BUYER under 1 (a) or 1 (b) or 1(c) above, the BUYER shall also pay all reasonable costs, charges and expenses incurred by the SELLER directly in consequence of such default.

#### 4. DEFAULT BEFORE DELIVERY OF THE VESSEL

- (a) If any default by the BUYER occurs as defined in Paragraph 1 (a) or 1 (b) or 1(c) of this Article, the Delivery Date shall, at the SELLER's option, be postponed for a period of continuance of such default by the BUYER and/or at the BUILDER's option, the BUILDER is further entitled to suspend the performance of the Contract (including work and construction hereof) until the rectification of such default by the BUYER.
- (b) If any such default as defined in Paragraph 1 (a) or 1 (b) or 1(c) of this Article committed by the BUYER continues for a period of fifteen (15) days, then, the SELLER shall have all following rights and remedies:
- (i) The SELLER may, at its option, cancel or rescind this Contract, provided the SELLER has notified the BUYER of such default pursuant to Paragraph 2 of this Article, by giving written notice of such effect to the BUYER by telefax or email confirmed in writing. Upon receipt by the BUYER of such telefax or email notice of cancellation or rescission, all of the BUYER's Supplies shall forthwith become the sole property of the SELLER, and the VESSEL and all its equipment and machinery shall be at the sole disposal of the SELLER for sale or otherwise; and
- (ii) In the event of such cancellation or rescission of this Contract, the SELLER shall be entitled to retain any instalment or instalments of the Contract Price paid by the BUYER to the SELLER on account of this Contract and pending for disposal in accordance with the relevant provisions under Paragraph 5 of this Article; and
- (iii) (Applicable to any BUYER's default defined in 1(a) of this Article) The SELLER shall, without prejudice to the SELLER's right to recover from the BUYER the 5<sup>th</sup> instalment, interest and costs and/or expenses by applying the proceeds to be obtained by sale of the VESSEL in accordance with the provisions set out in Article XI.5(b) of this Contract, have the right to declare all unpaid 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> instalments to be forthwith due and payable.



## 5. SALE OF THE VESSEL

- (a) In the event of cancellation or rescission of this Contract as above provided, the SELLER shall have full right and power either to complete or not to complete the VESSEL as it deems fit, and to sell the VESSEL at the best price reasonably obtained at a public or private sale on such reasonable terms and conditions as the SELLER thinks fit without being answerable for any loss or damage occasioned to the BUYER thereby.

In the case of sale of the VESSEL, the SELLER shall give telefax, or email, or written notice to the BUYER and shall give a right of first refusal to the bareboat charterer of the VESSEL, and the bareboat charterer shall give notice to the SELLER for their decision within 48 hours after receipt of the notice from the SELLER.

- (b) In the event of the sale of the VESSEL in its completed state, the proceeds of sale received by the SELLER shall be applied firstly to payment of all expenses attending such sale and otherwise incurred by the SELLER as a result of the BUYER's default, and then to payment of all unpaid installments and/or unpaid balance of the Contract Price and interest on such installment at the interest rate as specified in the relevant provisions set out above from the respective due dates thereof to the date of application.
- (c) In the event of the sale of the VESSEL in its incomplete state, the proceeds of sale received by the SELLER shall be applied firstly to all expenses attending such sale and otherwise incurred by the SELLER as a result of the BUYER's default, and then to payment of all costs of construction of the VESSEL (such costs of construction, as herein mentioned, shall include but are not limited to all costs of labour and/or prices paid or to be paid by CSTC and/or the BUILDER for the equipment and/or technical design and/or materials purchased or to be purchased, installed and/or to be installed on the VESSEL) and/or any fees, charges, expenses and/or royalties incurred and/or to be incurred for the VESSEL less the installments so retained by the SELLER, and compensation to the SELLER for a reasonable sum of loss of profit due to the cancellation or rescission of this Contract.
- (d) In either of the above events of sale, if the proceed of sale exceeds the total of the amounts to which such proceeds are to be applied as aforesaid, the SELLER shall promptly pay the excesses to the BUYER without interest, provided, however that the amount of each payment to the BUYER shall in no event exceed the total amount of installments already paid by the BUYER and the cost of the BUYER's supplies, if any.

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- (e) If the proceed of sale are insufficient to pay such total amounts payable as aforesaid, the BUYER shall promptly pay the deficiency to the SELLER upon request.

## 6. SELLER'S COVENANTS

The SELLER represents and warrants that at the time of entering into this Contract:

- (a) is not debarred by any authority from participating in a public contract or tender, including as a result of having breached any anti-bribery, anti-corruption laws, or anti-money laundering laws and regulations;
- (b) has not been convicted for a violation of economic sanctions, anti-bribery, anti-corruption, or anti-money laundering laws and regulations;
- (c) is not the subject of any kind of investigation or proceedings conducted by any governmental, administrative, judicial or regulatory body for violation of economic sanctions, anti-bribery, anti-corruption laws or anti-money laundering laws and regulations.

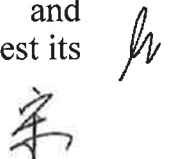
The SELLER further represents and warrants that neither it, its shareholders nor any of its Related Parties, is a Sanctioned Person upon the date of the Contract signing.

In relation to this Contract, the SELLER shall, comply with the Anticorruption Laws. The SELLER shall not take any action or omit to take any action that cause the BUYER or SUPERVISOR to be in breach of the Anticorruption Laws.

The SELLER shall not directly or indirectly, solicit, accept, receive, request, offer, promise, pay or authorize the payment of money or anything of value, or take any action in furtherance of such a payment, from/to any Government Official or any person for the purpose of improperly obtaining or retaining business, procuring any approval, expediting or influencing any act or decision, or otherwise secure any undue advantage for the SELLER, its Related Parties, the BUYER or SUPERVISOR in relation to this Contract.

In relation to this Contract, the SELLER shall comply with Sanctions, the SELLER shall not take any action or omit to take any action that cause the BUYER or SUPERVISOR to be in breach of Sanctions. The SELLER further undertakes not to engage in any dealings or transactions or be otherwise associated with a Sanctioned Person in relation to this Contract.

The SELLER acknowledges that it has read and understood the SUPERVISOR's code of business conduct, which is available at <https://www.msc.com/che/sustainability/business-ethics/governance>, and confirms that, in relation to this Contract, it shall comply and shall request its



Related Parties to comply with the same standards and principles as described within.

The SELLER shall immediately notify the BUYER and SUPERVISOR in writing should any of the below events occur:

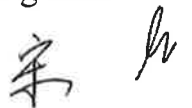
- (i) If any of the representations or warranties in this Article XI subsequently proves to be incorrect or untrue;
- (ii) If the SELLER become aware of a breach of this Article XI; or
- (iii) If the SELLER receive a request or demand for any undue financial or other advantage of any kind, suffer any reprimand, reprisal, intimidation or retaliation of any kind, or otherwise face an ethical concern.

And if any one of the above events has an impact on performance of this Contract by the SELLER, both parties shall negotiate amicably to mitigate such impact to the maximum extent.

The BUYER shall have the right to cancel or terminate the Contract upon written notice and without liabilities whatsoever towards the SELLER (i) if the SELLER or its shareholders becomes a Sanctioned Person and the BUYER proves that the BUYER, the BUYER's Representatives and/or the VESSEL will be sanctioned as a result of taking delivery of the VESSEL or the BUYER or the BUYER's Representative cannot make any payment as per the Contract because the SELLER or its shareholders becomes a Sanctioned Person and/or (ii) in case of breach of Anticorruption Laws by the SELLER in the performance of this Contract. If the BUYER exercises its rights of rescission or cancellation of this Contract, provisions of Article II and this Article shall apply.

The SELLER hereby agrees and undertakes to indemnify and hold the BUYER and SUPERVISOR harmless in respect of any claims, suits, demands, actions, fines, penalties, sanctions, damages, losses, liabilities, costs or expenses, including without limitation attorneys' fees and litigation expenses reasonably occurred arising from to failure by the SELLER to comply with this Article XI.6.

Neither the failure nor any delay on the part of the BUYER to exercise any right or remedy under this Article XI.6 shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any right or remedy, nor shall any waiver of any right or remedy with respect to any occurrence be construed as a waiver of such right or remedy with respect to any other occurrence. No waiver of any provision hereof shall be effective unless made writing and duly signed by the BUYER.



In this Articles, the following definitions apply:

**Anticorruption Laws:** means the Swiss Penal Code, the Criminal Law of the People's Republic of China, and any applicable anti-bribery and anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010.

**Government Official:** means any person (i) serving with, employed by or acting as an agent of any agency or entity of the national, state or municipal governments of any country, including a member of a judicial or other authority; (ii) serving with, employed by or acting as an agent of any public international organization; (iii) working in any government owned or government-controlled commercial enterprise, (iv) working in a political party; (v) running as a candidate for a political office, and (vi) considered to be a public or government official under Chinese laws or regulations.

**Related Parties:** means, with respect to one Party, its directors, officers, agents, intermediaries, employees, subcontractors, or any person or entity acting on behalf of that Party in relation to this Contract.

**Sanctioned Person:** means a person or an entity that is (i) listed on any Sanctions List, (ii) specifically a target of Sanctions, whether designated by name or by reason of being included in a class of persons, or (iii) owned or controlled by any of the foregoing.

**Sanctions:** means any economic, financial or trade sanctions, laws, regulations, embargoes, freezing provisions, prohibitions or restrictive measures relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing) administered, enacted, enforced or imposed by (i) Switzerland, (ii) the European Union (and/or any of its member states), (iii) the People's Republic of China, (iv) the United States, and (v) those enacted, enforced, or imposed by other countries or territories to the extent applicable.

**Sanctions Authorities:** means the United Nations Security Council, the U.S. Department of Treasury's Office of Foreign Assets Control, the Council of the European Union and any EU member state, the State Secretariat for Economic Affairs of Switzerland.

**Sanctions List:** shall mean the Specially Designated Nationals and Blocked Persons List of the U.S. Department of Treasury's Office of Foreign Assets Control, the Consolidated List of Financial Sanctions Targets maintained by the European Union, or any similar list maintained by any of the Sanctions Authorities.

**7. SELLER'S DEFAULT**

In addition to any of the provisions specifically permitting the BUYER to exercise its rights of termination of this CONTRACT, the BUYER shall also be permitted to do so without further liability in the following situations:

- (a) an order by competent court is made against the SELLER or an effective resolution for winding-up or dissolution of the SELLER is passed (except in all cases for the purpose of re-organization merger or amalgamation) or a receiver, administrator or other officer is appointed by competent court to wind up, or dissolve the SELLER; or
- (b) SELLER breaches any of its material obligations under this CONTRACT. The material obligations means (i) obligations related to Sanctions and Anticorruption Laws permitting the BUYER to terminate the Contract as per Clause 6 of this Article and (ii) the obligation to insure the VESSEL from the date of steel cutting to the delivery of the VESSEL; or
- (c) The SELLER fails to deliver the Refund Guarantee to the BUYER pursuant to Article II.6 unless mutually agreed a new time limit or procure extension of the Refund Guarantee pursuant to Article II.6 of this Contract or the Refund Guarantee otherwise becomes null and void.

In any of these situations and the BUYER exercises its right of termination of this CONTRACT, provisions of Article X shall apply.



## ARTICLE XII INSURANCE

## 1. EXTENT OF INSURANCE COVERAGE

From the time of keel-laying of the first section of the VESSEL until the same is completed, delivered to and accepted by the BUYER, the SELLER shall, at its own cost and expense, keep the VESSEL and all machinery, materials, equipment, appurtenances and outfit, delivered to the BUILDER for the VESSEL or built into, or installed in or upon the VESSEL, including the BUYER's Supplies, fully insured with first class Chinese insurance companies for BUILDER's RISK. The BUILDER shall provide the copy of the insurance policy for the BUYER's reference.

The amount of such insurance coverage shall, up to the date of delivery of the VESSEL, be in an amount at least equal to, but not limited to, the aggregate of the payments made by the BUYER to the SELLER including the value of maximum amount of US\$2,000,000 of the BUYER's Supplies. The policy referred to hereinabove shall be taken out in the name of the SELLER and all losses under such policy shall be payable to the SELLER.

## 2. APPLICATION OF RECOVERED AMOUNT

## (a) Partial Loss:

In the event the VESSEL shall be damaged by any insured cause whatsoever prior to acceptance and delivery thereof by the BUYER and in the further event that such damage shall not constitute an actual or a constructive total loss of the VESSEL, the SELLER shall apply the amount recovered under the insurance policy referred to in Paragraph 1 of this Article to the repair of such damage satisfactory to the Classification Society and other institutions or authorities as described in the Specifications without additional expenses to the BUYER, and the BUYER shall accept the VESSEL under this Contract if completed in accordance with this Contract and Specifications and not make any claim for any consequential loss or depreciation.

## (b) Total Loss:

However, in the event that the VESSEL is determined to be an actual or constructive total loss due to any insured causes, the SELLER shall either:

- (i) By the mutual agreement between the parties hereto, proceed in accordance with terms of this Contract, in which case the amount recovered under said insurance policy shall be applied to the reconstruction and/or repair of the VESSEL's damages and/or

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reinstallation of BUYER's supplies , provided the parties hereto shall have first agreed in writing as to such reasonable extension of the Delivery Date and adjustment of other terms of this Contract including the Contract Price as may be necessary for the completion of such reconstruction; or

- (ii) If due to whatever reasons the parties fail to agree on the above, then refund immediately to the BUYER the amount of all installments paid to the SELLER under this Contract without interest plus purchase price of the BUYER's supplies, whereupon this Contract shall be deemed to be cancelled and all rights, duties, liabilities and obligations of each of the parties to the other shall terminate forthwith.

Within thirty (30) days after receiving telefax or email notice of any damage to the VESSEL constituting an actual or a constructive total loss, the BUYER shall notify the SELLER in writing or by telefax or email of its agreement or disagreement under this sub-paragraph. In the event the BUYER fails to so notify the SELLER, then such failure shall be construed as a disagreement on the part of the BUYER. This Contract shall be deemed as rescinded and canceled and the BUYER receive the refund as hereinabove provided and the provisions hereof shall apply.

### 3. TERMINATION OF THE SELLER'S OBLIGATION TO INSURE

The SELLER's obligation to insure the VESSEL hereunder shall cease and terminate forthwith upon delivery thereof to and acceptance by the BUYER.

## ARTICLE XIII DISPUTES AND ARBITRATION


## 1. DISPUTE RESOLUTION

In the event of any dispute between the parties hereto as to any matter arising out of or relating to this Contract or any stipulation herein or with respect thereto which cannot be settled by the parties themselves, such dispute shall be resolved by arbitration in London, England in accordance with the Laws of England. Either party may demand arbitration of any such disputes by giving written notice to the other party. Any demand for arbitration by either party hereto shall state the name of the arbitrator appointed by such party and shall also state specifically the question or questions as to which such party is demanding arbitration. Within twenty (20) days after receipt of notice of such demand for arbitration, the other party shall in turn appoint a second arbitrator. The two arbitrators thus appointed shall thereupon select a third arbitrator, and the three arbitrators so named shall constitute the board of arbitration (hereinafter called the "Arbitration Board") for the settlement of such dispute.

In the event however, that said other party should fail to appoint a second arbitrator as aforesaid within twenty (20) days following receipt of notice of demand of arbitration, it is agreed that such party shall thereby be deemed to have accepted and appointed as its own arbitrator the one already appointed by the party demanding arbitration, and the arbitration shall proceed forthwith before this sole arbitrator, who alone, in such event, shall constitute the Arbitration Board. And in the further event that the two arbitrators appointed respectively by the parties hereto as aforesaid should be unable to reach agreement on the appointment of the third arbitrator within twenty (20) days from the date on which the second arbitrator is appointed, either party of the said two arbitrators may apply to the President of LMAA to appoint the third arbitrator. The award of the arbitration, made by the sole arbitrator or by the majority of the three arbitrators as the case may be, unless appealed by either party, shall be final, conclusive and binding upon the parties hereto.

## 2. ALTERNATIVE RESOLUTION OF DISPUTES

Notwithstanding the preceding provisions of this Article, it is recognized that in the event of any dispute or difference of opinion arising in regard to the construction of the VESSEL, her machinery and equipment, or concerning the quality of materials or workmanship thereof or thereon, such dispute may be referred to the Classification Society upon mutual agreement of the parties hereto. In such case, the opinion of the Classification Society shall be final and binding on the parties hereto.



### 3. NOTICE OF AWARD

Notice of any award shall immediately be given in writing or by telefax or email confirmed in writing to the SELLER and the BUYER.

### 4. EXPENSES

The arbitrator(s) shall determine which party shall bear the expenses of the arbitration or the proportion of such expenses which each party shall bear.

### 5. AWARD OF ARBITRATION

Award of arbitration, shall be final and binding upon the parties concerned.

### 6. ENTRY IN COURT

Judgment on any award may be entered in any court of competent jurisdiction.

### 7. ALTERATION OF DELIVERY TIME

In the event of reference to arbitration of any dispute arising out of matters occurring prior to delivery of the VESSEL, unless otherwise agreed by the parties hereto or ordered by an effective arbitration award, the SELLER shall not be entitled to extend the Delivery Date as defined in Article VII hereof and the BUYER shall not be entitled to postpone its acceptance of the VESSEL on the Delivery Date or on such newly planned time of delivery of the VESSEL as declared by the SELLER. However, if the construction of the VESSEL is affected by any arbitration the SELLER shall then be permitted to extend the Delivery Date as defined in Article VII to the extent ordered by the arbitration award or agreed by the parties.

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## ARTICLE XIV RIGHT OF ASSIGNMENT

Neither of the parties hereto shall assign this Contract to any other individual, firm, company or corporation unless prior consent of the other party is given in writing, which shall not be unreasonably withheld or delayed.

The BUYER may assign any and all of its rights, title, interest and benefit to and in this Contract and the Refund Guarantee(s) by way of security to any bank or financial institution providing credit to the BUYER in connection with acquisition of the VESSEL with a prior written notice of such assignment to the SELLER. Provided that, the SELLER shall acknowledge such assignment in a form and substance mutually agreed by relative parties and shall procure that the SELLER's Bank shall acknowledge receipt in writing of the assignment notice of the Refund Guarantees, which shall not be unreasonably withheld.

Without prejudice to the preceding paragraph, the BUYER shall have the right (without consent of the SELLER) to novate or assign this Contract to CSSC leasing house or other Chinese leasing house or reputational international bank, who shall provide the SELLER with a letter of guarantee, if applicable and the form shall be acceptable by the SELLER, issued by its parent Company to secure the BUYER's obligation for the payment of the installments of the Contract Price, which has yet to be paid by the BUYER up to the novation or assignment. The SELLER shall provide all reasonable assistance and cooperation and to execute, provide or procure the execution or provision (as the case may be) of such documents as is necessary to effect the novation referred to in this Article, and if required, procure an assignment of the Refund Guarantee in favour of such novatee or assignee or a new Refund Guarantee issued in its favour in replace of the current Refund Guarantee.



## ARTICLE XV TAXES AND DUTIES

### 1. TAXES AND DUTIES INCURRED IN CHINA

The BUILDER shall bear and pay all taxes, duties, stamps, levies and fees imposed upon the SELLER or its personnel in the People's Republic of China in connection with the execution and/or performance of this Contract and/or imposed upon those items procured and/or services provided by the SELLER (or either one of the SELLER) under this Contract.

### 2. TAXES AND DUTIES INCURRED OUTSIDE CHINA

The BUYER shall bear and pay all taxes, duties, stamps, levies and fees outside the People's Republic of China and imposed upon the BUYER or its personnel or representatives or BUYER's supplied items by law in connection with execution and/or performance of this Contract except for taxes, duties, stamps, dues, and fees imposed upon the items which are procured by the BUILDER for the construction of the VESSEL in accordance with the terms of this Contract and the Specification.

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## ARTICLE XVI PATENTS, TRADEMARKS AND COPYRIGHTS

## 1. PATENTS, TRADEMARKS AND COPYRIGHTS

The machinery and equipment of the VESSEL may bear the patent number, trademarks or trade names of the manufacturers. The SELLER shall defend and save harmless the BUYER from patent liability or claims of patent infringement of any nature or kind, including costs and expenses for, or on account of any patented or patentable invention made or used in the performance of this Contract and also including cost and expense of litigation, if any.

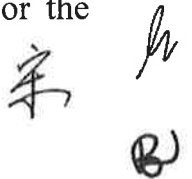
Nothing contained herein shall be construed as transferring any patent or trademark rights or copyright in equipment covered by this Contract, and all such rights are hereby expressly reserved to the true and lawful owners thereof. Notwithstanding any provisions contained herein to the contrary, the SELLER's obligation under this Article should not be terminated by the passage of any specified period of time.

The SELLER's indemnity hereunder does not extend to equipment or parts supplied by the BUYER to the BUILDER if any.

The SELLER retains (if any) all patents, copyrights and other intellectual property rights with respect to the Specifications, and plans and working drawings, technical descriptions, calculations, test results and other data, information and documents concerning the design and construction of the VESSEL and the BUYER undertakes not to disclose the same or divulge any information contained therein to any third parties, without the prior written consent of the SELLER. Notwithstanding the preceding, the SELLER hereby consent that the BUYER may disclose and provide all such information and materials (whichever made available to the BUYER) to the bareboat charterer of the VESSEL provided that the BUYER causes the bareboat charterer to submit to the SELLER its written acknowledgment which agrees to be bound by this Article XVI.

## 2. CONFIDENTIALITY

The BUYER and the SELLER hereby acknowledge that this CONTRACT and its terms hereof, including its very existence, are of confidential nature. Therefore, the BUYER and the SELLER undertake to keep, preserve and protect the confidentiality of the terms of this Contract in particular by not disclosing such terms to any third party unless such disclosure is obliged pursuant to any applicable law, regulation or court order or administrative or official order or direction. Disclosure by the SELLER to the bareboat charterer of the VESSEL or the potential new buyer or assignee for the

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purpose of Article XIV (Right of Assignment) of this Contract is permitted; however, in the event of disclosure to the potential new buyer or assignee, such new buyer or assignee shall provide written acknowledgment that it agrees to be bound by the confidentiality obligations as contemplated in this Article).

This Article shall survive upon the expiry or termination of the Contract.

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ARTICLE XVII NOTICE

Any and all notices and communications in connection with this Contract shall be addressed as follows:

To the BUYER: CONGLOMERATE MARITIME LIMITED

Attention: Mario Aponte

Address: Sarnia House, Le Truchot, St. Peter Port, Guernsey, GY1 1GR

Email: mario.aponte@cmlgroupcy.com

To CSTC: CHINA SHIPBUILDING TRADING COMPANY LIMITED

Address: Room 2201, Marine Tower No.1 Pu Dong Da Dao Shanghai, 200120 P.R. China

Telephone No.: +86 21 68821922

Telefax No.: +86 21 68860098

Email: zhangdl@mail.chinaships.com, songc@mail.chinaships.com

To the BUILDER: GUANGZHOU SHIPYARD INTERNATIONAL COMPANY LIMITED

Address : No. 18 Qihang Road, Longxue Street, Nansha District, Guangzhou, the People's Republic of China

Telephone No.: +86 20 36663113

Telefax No.: +86 20 36663114

Email: gxj@chinagsi.com; lsr@chinagsi.com

Any notices and communications sent by CSTC or the BUILDER alone to the BUYER shall be deemed as having being sent by both CSTC and the BUILDER.

Any change of address shall be communicated in writing by courier or registered mail by the party making such change to the other party and in the event of failure to give such notice of change, communications addressed to the

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party at their last known address shall be deemed sufficient.

Any and all notices, requests, demands, instructions, advice and communications in connection with this Contract shall be deemed to be given at, and shall become effective from, the time when the same is delivered to the address of the party to be served, provided, however, that registered airmail shall be deemed to be delivered ten (10) days after the date of dispatch, express courier service shall be deemed to be delivered five (5) days after the date of dispatch, and telefax acknowledged by the answerbacks or email moving to the "sent" box on the sending computer (unless the sender receives a failure delivery notification or message indicating the email has not been delivered to the intended recipient's server) shall be deemed to be delivered upon dispatch.

Any and all notices, communications, Specifications and drawings in connection with this Contract shall be written in the English language and each party hereto shall have no obligation to translate them into any other language.

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ARTICLE XVIII EFFECTIVE DATE OF CONTRACT

This Contract shall become effective upon signing of the Contract by both parties.

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## ARTICLE XIX INTERPRETATION

### 1. LAW APPLICABLE

The parties hereto agree that the validity and interpretation of this Contract and of each Article and part hereof be governed by and interpreted in accordance with the English law.

### 2. DISCREPANCIES

All general language or requirements embodied in the Specifications are intended to amplify, explain and implement the requirements of this Contract. However, in the event that any language or requirements so embodied in the Specifications permit an interpretation inconsistent with any provision of this Contract, then in each and every such event the applicable provisions of this Contract shall govern. The Specifications and plans are also intended to explain each other, and anything shown on the plans and not stipulated in the Specifications or stipulated in the Specifications and not shown on the plans, shall be deemed and considered as if embodied in both. In the event of conflict between the Specifications and plans, the Specifications shall govern.

However, with regard to such inconsistency or contradiction between this Contract and the Specifications as may later occur by any change or changes in the Specifications agreed upon by and among the parties hereto after execution of this Contract, then such change or changes shall govern.

### 3. DEFINITION

In absence of stipulation of "Business Day(s)", the "day" or "days" shall be taken as "calendar day" or "calendar days".

### 4. ENTIRE AGREEMENT

This Contract (including this contract document) shall constitute the only and entire agreement between both parties and unless otherwise expressly agreed between the parties, all other agreements, oral or written made and entered into between the parties prior to the execution of this contract, shall be null and void.

### 5. AMENDMENT




Unless otherwise stated herein no provision of this Contract may be amended, modified, waived or rescinded except by an instrument in writing executed by each of the parties hereto. In WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed on the day and year first above written.

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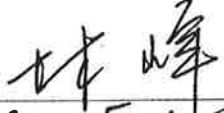
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Shipbuilding Contract  
THE BUYER:  
CONGLOMERATE MARITIME LIMITED

Hull. No.21110018

By :   
Name : \_\_\_\_\_  
Title : Attorney-in-fact *Buoume vetele*  
*31 March 2021*  
*13:00 pm*

THE SELLER:  
CSTC : CHINA SHIPBUILDING TRADING COMPANY LIMITED

By :   
Name : *Lin Fayt*  
Title : Attorney-in-fact

THE BUILDER:  
GUANGZHOU SHIPYARD INTERNATIONAL COMPANY LIMITED

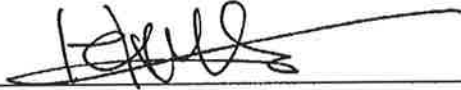
By :   
Name : *ZHOU Zhenwei*  
Title : Attorney-in-fact

Exhibit "A" : IRREVOCABLE LETTER OF GUARANTEE FOR THE 1st ,  
2nd, 3rd and 4th INSTALMENTS

To: \_\_\_\_\_

Date:

Dear Sirs,

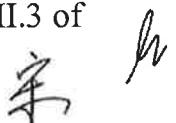

Irrevocable Letter of Guarantee No.

At the request of Guangzhou Shipyard International Company Limited and in consideration of your agreeing to pay CHINA SHIPBUILDING TRADING COMPANY LIMITED and Guangzhou Shipyard International Company Limited (hereinafter collectively called "the SELLER") the instalments before delivery of the VESSEL under the Contract dated \_\_\_\_\_ 2021 concluded by and amongst you and the SELLER for the construction of one (1) 16,000TEU container vessel to be designated as Hull No. 21110018 (hereinafter called "the Contract"), we, the undersigned, do hereby irrevocably, absolutely and unconditionally (subject only to the conditions set out below) guarantee as primary debtor and not merely as surety repayment to you by the SELLER of an amount up to but not exceeding a total amount of United States Dollars only (US\$ \_\_\_\_\_) representing the first instalment of the Contract Price of the VESSEL, United States Dollars only (US\$ \_\_\_\_\_), the second instalment of the Contract Price of the VESSEL, United States Dollars only (US\$ \_\_\_\_\_), the third instalment of the Contract Price of the VESSEL, United States Dollars only (US\$ \_\_\_\_\_) and the fourth instalment of the Contract Price of the VESSEL, United States Dollars only (US\$ \_\_\_\_\_), as you may have paid to the SELLER under the Contract prior to the delivery of the VESSEL, if and when the same or any part thereof becomes repayable to you from the SELLER in accordance with the terms (Article X or Article XII 2(b)) of the Contract.

We shall, within thirty (30) Beijing working days after our receipt of the relevant written demand from you for repayment and an original signed statement certifying that your demand for refund has been made in accordance with the relevant provisions of the Contract (Article X or Article XII.2(b) as the case maybe) and the SELLER has failed to make the refund within the time limit as stipulated in the Contract, pay you the amount the SELLER ought to pay with no interest if cancellation of the Contract is exercised by you for the delay caused solely by permissible delays in accordance with Article VIII.3 or total loss in accordance with the provisions of Article XII 2(b), or together with an interest at the rate of six percent (6%) per annum if the cancellation, termination or recession of the Contract is exercised by you in accordance with the provisions of Article III. 1(c), 2(c), 3(c), 4(c) or 5(c) of the Contract or in accordance with Article VIII.3 of

Date: March 31, 2021

63

the Contract for delays caused by both permissible and non-permissible delays or in accordance with any other provision or for any other reason in accordance with the Contract or at law. In the event you demand repayment following the Buyer's cancellation of the Contract for delays caused by both permissible and non-permissible delays exceeding 270 days, the number of days of all permissible delays shall be deducted from the total numbers of days of the interest period as stipulated above (i.e. the period of permissible delays shall bear no interest), and in such case, your demand shall include a statement certifying the total number of days of permissible delays.

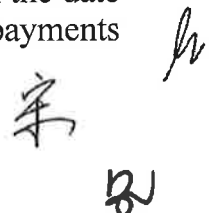
However, in the event of any dispute between you and the SELLER in relation to:

- (1) whether the SELLER shall be liable to repay the instalment or instalments paid by you and
- (2) consequently whether you shall have the right to demand payment from us,

and such dispute is filed either by the SELLER or by you for arbitration in accordance with Article XIII of the Contract, we shall be entitled to withhold and defer payment until an arbitration award is published or a written settlement agreement is reached by the parties, whichever earlier. We shall not be obligated to make any payment to you unless the aforesaid arbitration award (or in case of appeal, the court judgement) or the settlement agreement orders the SELLER to make repayment. If the SELLER fails to honour the award (or in case of appeal, the court judgement) or the settlement agreement then we shall refund to you to the extent the effective arbitration award (or in case of appeal, the court judgement) or the settlement agreement orders but not exceeding the aggregate amount of this Guarantee plus the interest described above.

All payments made by us under this Guarantee shall be made in United States Dollars and shall be made without any setoff or counterclaim and without any deduction or withholding for or on account of any taxes, duties or charges whatsoever unless we are obliged by law to deduct or withhold the same. In the latter event we shall make the minimum deduction or withholding required and will pay you such additional amounts as may be necessary in order to ensure that the net amount received by you after such deduction or withholding is equal to the amount which would have been received had such deduction or withholding not been made.

This Guarantee shall become effective from the time of the actual receipt of the first instalment by the SELLER from you. However, the available amount under this Letter of Guarantee shall correspond to the total instalment payment made by the Buyer under the Contract prior to the delivery of the Vessel but shall in no event exceed above mentioned maximum amount guaranteed hereunder, together with interest calculated at the rate as described above, zero percent (0%) or as the case maybe, six percent (6%) per annum for the period commencing with the date of receipt by the SELLER of the respective instalment to the date of repayments

Handwritten initials and signature in the bottom right corner of the page.

thereof (when and if applicable, having deducted the number days of permissible delays).

Any notice, statement or demand under or in connection with this Guarantee is valid if delivered or sent to us in person or by registered mail or courier to our offices at [...] or communicated to us via SWIFT to our SWIFT address (SWIFT code: [...]).

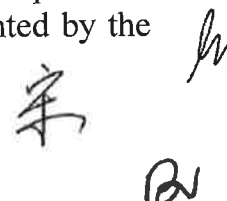
This Guarantee shall remain in force until the VESSEL has been delivered to and accepted by you evidenced by presentation to us a copy of Protocol of Delivery and Acceptance of the Vessel signed by the SELLER and you, or full refund plus interest (if any) as stipulated in this Guarantee have been made by the SELLER or ourselves, or until April 25, 2024, whichever occurs earlier. Upon expiry of this Letter of Guarantee for the aforesaid reasons, this Letter of Guarantee shall automatically become null and void, whether returned to us for cancellation or not, and any demand received after expiry shall be ineffective. However, in the event that there exists arbitration between the Seller and you for such dispute as described in the above and consequently we withhold our payment hereunder, then the validity of this Guarantee shall be automatically extended until the date falling on the thirtieth (30th) Business Days after the due date for payment by the Seller as ordered in the effective arbitration award (or in case of appeal, the court judgement) or a settlement agreement reached by the SELLER and you (as the case maybe).

Our liabilities under this Guarantee shall not be discharged, impaired or diminished by any period of time, grace period or indulgence granted by the SELLER (or either one of them) to you, or by any modification of or amendment or supplement to the Contract, or by any invalidity, irregularity, unenforceability of any of the terms of the Contract, or by any act, omission, fact or circumstances of whatsoever kind which could or might otherwise in any way discharge any of our liabilities or influence the performance of our obligations hereunder, or by any insolvency, bankruptcy or liquidation of the Seller (or either one of them).

We hereby confirm, certify, represent and warrant that we are permitted by the laws of the People's Republic of China to issue this Guarantee with this wording and especially to designate English law as the governing law and London as the place where arbitration proceedings will be held. We also confirm that we have obtained all necessary approvals and authorizations to issue this Guarantee and that we are authorized to effect payment hereunder in United States Dollars in case of utilization.

This Guarantee is governed by the English laws. Any disputes with respect to the Letter of Guarantee shall be referred to arbitration in London before a panel of three (3) arbitrators, one appointed by each party and the third appointed by the

Date: March 31, 2021

Handwritten signatures and initials in the bottom right corner of the page. There are three distinct marks: a large, stylized signature, a smaller signature, and the initials 'BW'.

Shipbuilding Contract

Hull. No.21110018

two so chosen in accordance with English law. The arbitration shall be conducted in accordance with the LMAA terms and procedure.

For and on behalf of  
[full name of the RG bank]

Date: March 31, 2021

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Dated 17 May 2021

**CHINA SHIPBUILDING TRADING COMPANY LIMITED**

and

**GUANGZHOU SHIPYARD INTERNATIONAL COMPANY LIMITED**

Jointly as Seller

- AND -

**CONGLOMERATE MARITIME LIMITED**

as Original Buyer

- AND -

**FORTUNE PING SHIPPING LIMITED**

as New Buyer

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**NOVATION AGREEMENT**

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relating to the shipbuilding contract for the construction and sale of one (1) 16,000 TEU container carrier  
in respect of Hull No. **21110018**

**THIS AGREEMENT** is made on 17 May 2021

**AMONG**

- (1) **CHINA SHIPBUILDING TRADING COMPANY LIMITED**, a company organized and existing under the laws of the People's Republic of China, having its registered office at 56(Yi) Zhongguancun Nan Da Jie, Beijing, China ("**CSTC**") and **GUANGZHOU SHIPYARD INTERNATIONAL COMPANY LIMITED**, a company organized and existing under the laws of the People's Republic of China, having its registered office at No.18 Qihang Road, Longxue Street, Nansha District, Guangzhou, China (the "**Builder**") (CSTC and the Builder collectively as the "**Seller**"); and
- (2) **CONGLOMERATE MARITIME LIMITED**, a non-cellular company with limited liability with registration number 37281, incorporated and existing under the laws of the Island of Guernsey having its registered office at Sarnia House, Le Truchot, St. Peter Port, Guernsey, GY1 1GR (the "**Original Buyer**"); and
- (3) **FORTUNE PING SHIPPING LIMITED**, a company organized and existing under the laws of the Hong Kong Special Administrative Region of the People's Republic of China, having its registered office at Room 1801, 18th Floor, Worldwide House, No.19 Des Voeux Road, Central, Hong Kong, China (the "**New Buyer**").

Each of the Seller, the Original Buyer and the New Buyer shall be individually referred to as a "**Party**" and one or more of them as "**Parties**".

**BACKGROUND**

- (A) By the shipbuilding contract dated 31 March 2021 and made between the Seller and the Original Buyer, as amended and supplemented by a Memorandum on 16,000teu Container Vessel Hull No. 21110018/19/20/21/22/23 signed by the Original Buyer and the Builder in respect of the said shipbuilding contract (as more specifically defined below, the "**Building Contract**"), the Seller agreed to design, build, launch, complete, deliver and sell to the Original Buyer, and the Original Buyer agreed to purchase and take delivery of the Vessel from the Seller (as defined below).
- (B) The Seller, the Original Buyer and the New Buyer have agreed that subject to the terms and conditions herein contained, the New Buyer shall be substituted for the Original Buyer as buyer under the Building Contract and the rights, liabilities, title, benefit and obligations of the Original Buyer under the Building Contract shall be assumed by the New Buyer, and the Seller has agreed to this.
- (C) This Agreement sets out the terms and conditions upon which the New Buyer shall be substituted for the Original Buyer as the BUYER of the Vessel under the Building Contract.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions.**

The words and expressions "**Contract Price**", "**Refund Guarantee**", "**Specifications**" and any other words and expressions defined in the Building Contract shall, unless the context otherwise



requires or unless otherwise defined in this Agreement, have the same meanings when used in this Agreement.

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

**“Building Contract”** means and includes the aforesaid shipbuilding contract dated 31 March 2021 and made between the Seller and the Original Buyer and the specifications and plans therein referred to and the Building Contract Memorandum.

**“Building Contract Memorandum”** the aforesaid Memorandum on 16,000teu Container Vessel Hull No. 21110018/19/20/21/22/23 signed by the Original Buyer and the Builder.

**“Effective Date”** shall have the meaning set forth in Clause 5.1 (Effect of this Agreement).

**“First Payment”** means the first part of the 1<sup>st</sup> instalment of the CONTRACT PRICE in the amount of US\$1,249,000.00 (United States Dollars One Million Two Hundred Forty Nine Thousand Only) which has become due and payable and been paid by the Original Buyer to the Seller in accordance with Article II.3 (a) (i) of the Building Contract.

**“Vessel”** means the 16,000TEU container carrier as more particularly described in the Building Contract and identified as Hull Number **21110018**.

**1.2 General interpretation.** In this Agreement:

- (a) references to, or to a provision of, this Agreement or any other document, are references to it as amended or supplemented, whether before the date of this Agreement or otherwise;
- (b) references to or to a provision of any law include any amendment, extension, re-enactment or replacement, whether made before the date of this Agreement or otherwise;
- (c) words denoting the singular number shall include the plural and vice versa;
- (d) references to any party to this Agreement or any other person includes its successors;
- (e) Clauses 1.1 to 1.2 apply unless the contrary intention appears; and
- (f) headings in this Agreement are included for convenience only and do not affect the construction or interpretation of any provision of, or the rights or obligations of any Party under this Agreement.

**1.3 Guernsey terms**

Without prejudice to the generality of any provision of the in this Agreement, where it relates to any company incorporated in Guernsey, a reference to:

- (a) a composition, compromise, assignment or arrangement with any creditor, winding up, administration, insolvency or dissolution includes, without limitation, any procedure or process referred to in Parts XXI, XXII and XXIII of the Companies (Guernsey) Law 2008, as amended and any other similar proceedings affecting the rights of creditors generally under Guernsey law, and shall be construed so as to include any equivalent or analogous proceedings;

- (b) a receiver, administrative receiver, or the like includes, without limitation, the Sheriff of the Royal Court of Guernsey or any other person performing the same function of the foregoing;
- (c) a creditor's process includes, without limitation, "saisie" under the Saisie Procedure (Simplification) (Bailiwick) Order 1952;
- (d) a lien or a security interest includes, without limitation, any assignment or any hypothèque granted or arising by operation of law and any security interest created pursuant to the Security Interests (Guernsey) Law 1993; and
- (e) any analogous step or procedure being taken in connection with insolvency includes any step taken in connection with the commencement of proceedings towards the making of a declaration of *en désastre* in respect of any assets of such entity (or the making of such declaration).

## 2. REPRESENTATIONS AND WARRANTIES

### 2.1 Representations and warranties by each Party. Each Party represents and warrants to the other Parties that:

- (a) **Status.** It is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and, if relevant under such laws, in good standing;
- (b) **Powers.** It has full power and authority to become a Party to this Agreement and has taken all necessary action and has obtained all consents, licences and approvals, if required by law applicable to it in connection with the entry into and performance of this Agreement, and in the case of the New Buyer and the Seller, the Building Contract;
- (c) **No Violation or Conflict.** The execution, delivery and performance of this Agreement do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- (d) **Absence of Default Events.** No event of default under any agreement binding upon it will occur as a result of its entry into or performance of its obligations under this Agreement;
- (e) **Obligations Binding.** Its obligations under this Agreement constitute legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and
- (f) **Absence of Litigation.** There is no pending or, to its knowledge, threatened litigation, arbitration or proceedings of or before any court, tribunal, governmental body, agency or official or any arbitrator against it or any of its affiliates that is likely to affect the legality, validity or enforceability of this Agreement against it or its ability to perform its obligations under this Agreement.

**2.2 Representations and warranties by Seller and Original Buyer.** Each of the Seller and the Original Buyer represents and warrants to the New Buyer that the following statements are, at the date of this Agreement, true and accurate:

- (a) the execution, delivery and performance of the Building Contract and this Agreement and the consummation of the transactions contemplated by the Building Contract and this Agreement have been duly authorised by all necessary corporate action and do not contravene any applicable law, regulation or order binding on it or any of its assets or its constitutional documents;
- (b) Appendix 1 hereto is a true, complete and up-to-date copy of the Building Contract;
- (c) the Building Contract constitutes the entire terms of the agreement between the Seller and the Original Buyer in respect of the construction, sale and purchase of the Vessel, and is in full force and effect and constitute legal, valid and binding obligations of it pursuant to the terms thereof;
- (d) the First Payment of US\$1,249,000 which, under the Building Contract, has already become due and payable and has been paid by the Original Buyer and received by the Seller in full and nothing is presently outstanding, overdue and unpaid or owing by the Original Buyer under the Building Contract;
- (e) no permissible delay or any other event which may entitle the Seller to extend and/or postpone the Delivery Date or the time of delivery of the Vessel has arisen or occurred, and the Delivery Date of 31 May 2023 has not been extended, postponed or otherwise adjusted pursuant to the terms of the Building Contract or by agreement between the Seller and the Original Buyer;
- (f) the cost of ALS of US\$2,500,00 (as referred to in Clause 1 of the Building Contract Memorandum) is included in the Purchase Price;
- (g) there has been no breach by the Seller or the Original Buyer of any of the terms of, nor has there been any other default under, the Building Contract and there is no dispute between the Seller and the Original Buyer with respect to any of the terms of the Building Contract, or the performance thereof or compliance therewith;
- (h) it has not created, or permitted to subsist, any mortgage, charge, pledge, lien, hypothecation, assignment or other security interest of its rights, interests and benefits under the Building Contract;
- (i) no property or title to the Vessel or any part thereof has passed to the Original Buyer; and
- (j) the Seller has not delivered to the Original Buyer the Refund Guarantee and except with respect to the First Payment, no other amount has become due and payable under the Building Contract, nor has the Original Buyer paid any sum (other than the First Payment) to the Seller under the Building Contract.

**2.3 Survival of representations and warranties.** The representations and warranties given in this Clause 1.3 shall survive the execution of this Agreement.

### 3. NOVATION AND AMENDMENT

#### 3.1 Novation to New Buyer With effect from the Effective Date and in consideration of the undertakings and releases herein contained:

- (a) the New Buyer shall be and is hereby substituted in place of the Original Buyer as a party to the Building Contract and that the Building Contract shall henceforth be construed and treated in all respects as if the New Buyer was named therein instead of the Original Buyer;
- (b) the New Buyer shall duly and punctually perform and discharge all liabilities and obligations whatsoever from time to time to be performed or discharged by them or by virtue of the Building Contract in all respects as if the New Buyer was named therein instead of the Original Buyer;
- (c) the Seller, jointly and severally, shall be bound by the Building Contract and shall duly and punctually perform and discharge all liabilities and obligations whatsoever from time to time to be performed or discharged by them or by virtue of the Building Contract in all respects as if the New Buyer was (and had at all times been) named therein instead of the Original Buyer;
- (d) the Original Buyer shall cease to have any right, benefit or interest of whatsoever nature in connection with the Building Contract and/or the Vessel;
- (e) the New Buyer shall have the benefit of the rights and interests of the BUYER under the Building Contract to the exclusion of the Original Buyer and, accordingly the Seller shall perform its obligations in respect of the Building Contract in favour of the New Buyer; and
- (f) the First Payment made by the Original Buyer shall in all respects constitute and be regarded as payment made by the New Buyer.

#### 3.2 Amendments and other matters relating to Building Contract The Seller and the New Buyer agree that with effect from the Effective Date:

- (a) notices to the BUYER under the Building Contract shall, for the purposes of the Building Contract, be sent to the New Buyer at:

Address: c/o CSSC (HONG KING) SHIPPING COMPANY LIMITED  
1802-1803, 18F, Worldwide House,  
19 Des Voeux Road, Central, Hong Kong  
Attention: Ms. He Fang; Mr. Liu Jiang; Mr. Jiang Ruofan  
Email: [business@csscshipping.com](mailto:business@csscshipping.com);  
[hef@csscshipping.com](mailto:hef@csscshipping.com);  
[liujiang@csscshipping.com](mailto:liujiang@csscshipping.com);  
[jiangrf@csscshipping.com](mailto:jiangrf@csscshipping.com)  
Fax: +852 27965268

- (b) Save as amended by this Clause 3.2 and for the substitution of the New Buyer as the "BUYER" under the Building Contract pursuant to Clause 3.1 herein, the Building Contract shall remain unchanged and in full force and effect.

**3.3 Reimbursement of First Payment** In consideration of the novation to be effected under this Agreement, the New Buyer agrees to pay to the Original Buyer an amount equal to the First Payment which the Original Buyer has paid to the Seller under the Building Contract. Such payment shall be settled between the New Buyer and the Original Buyer in accordance with the relevant provisions of the bareboat charter party in respect of the Vessel between the New Buyer (as owner) and the Original Buyer (as charterer).

#### **4. MISCELLANEOUS**

**4.1 Counterparts.** This Agreement may be executed in several counterparts and any single counterpart or set of counterparts signed, in either case, by all of the parties thereto shall be deemed to be an original, and all counterparts when taken together shall constitute one and the same instrument.

**4.2 Amendments.** This Agreement may be amended only by an instrument in writing signed by all of the Parties to this Agreement.

#### **4.3 Waiver.**

- (a) Any waiver of any right, power or privilege by any party to this Agreement shall be in writing signed by such party.
- (b) No failure or delay by any party hereto to exercise any right, power or privilege under this Agreement shall operate as a waiver of that right, power or privilege nor shall any single or partial exercise of that right, power or privilege preclude any further exercise of that right, power or privilege or of any other right, power or privilege.
- (c) The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

**4.4 Third party rights.** A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### **5. EFFECTIVE DATE**

**5.1 Effect of this Agreement.** This Agreement shall immediately become effective upon signing of this Agreement by all the Parties hereto and the date of this Agreement shall be taken as "Effective Date" for purpose of this Agreement.

#### **6. NOTICES**

**6.1 Notices etc.** Every notice, request, demand or other communication under this Agreement shall:

- (a) be in the English language and in writing delivered personally, via email or fax (confirmed in the case of a fax by prepaid first class airmail letter/courier sent within 24 hours of despatch but so that the non-receipt of such confirmation shall not affect in any way the validity of the fax in question);
- (b) be deemed to have been received, in the case of a fax, when a confirmation by the recipient of receipt of such fax is despatched (provided that, in the case of a fax transmission, if the date of despatch is not a business day in the country of the addressee it shall be deemed

to have been received at the opening of business on the next such working day in that country), and in the case of a letter, when delivered personally, and in the case of an email, when sent;

(c) be sent:

(i) to CSTC to:

Address: Room 2201, Marine Tower, No.1 Pudong Da Dao  
Shanghai, 200120, China  
Telephone: + 86 21 6882 1922  
Attention: Mr. SONG Chao  
Fax: + 86 21 6886 0098  
Email: [zhangdl@mail.chinaships.com](mailto:zhangdl@mail.chinaships.com), [songc@mail.chinaships.com](mailto:songc@mail.chinaships.com)

(ii) to Builder to:

Address: No.18 Qihang Road, Longxue Street, Nansha District, Guangzhou,  
China  
Telephone: +86 20 3666 3113  
Attention: Mr. Mr. GE Xiujiang; Ms. LV Shiru  
Fax: +86 20 36663114  
Email: [gxj@chinagsi.com](mailto:gxj@chinagsi.com); [lsr@chinagsi.com](mailto:lsr@chinagsi.com)

(iii) to the Original Buyer to:

Address: 82, Nikou kai Despoinas Pattichi  
Maritania Court, Limassol CY-3070, Cyprus  
Telephone: +357 25 269 302  
Attention: Mario Aponte  
Fax: +357 25 26 93 99  
Email: [mario.aponte@cmlgroupcy.com](mailto:mario.aponte@cmlgroupcy.com)

(iv) to the New Buyer to:

Address: c/o CSSC (HONG KING) SHIPPING COMPANY LIMITED  
1802-1803, 18F, Worldwide House,  
19 Des Voeux Road, Central, Hong Kong  
Attention: Ms. He Fang; Mr. Liu Jiang; Mr. Jiang Ruofan  
Email: [business@csscshipping.com](mailto:business@csscshipping.com);  
[hef@csscshipping.com](mailto:hef@csscshipping.com);  
[liujiang@csscshipping.com](mailto:liujiang@csscshipping.com);  
[jiangrf@csscshipping.com](mailto:jiangrf@csscshipping.com)  
Fax: +852 27965268

or in each case to such other person or address or email address or fax number as one party may notify in writing to the other parties hereto.

Any notices and communications sent by CSTC or the Builder alone to any other Party shall be deemed as having been given by CSTC and the Builder jointly.

**7. GOVERNING LAW AND JURISDICTION**

**7.1 Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of England.

**7.1 Arbitration.** Without prejudice to the application of Article XIII (Dispute and Arbitration) of the Building Contract in respect of differences or disputes arising with regard to the Building Contract or the Specifications, any difference or dispute between any of the parties hereto arising out of this Agreement shall be referred to arbitration seated in London and subject to the rules of the London Maritime Arbitrators Association (LMAA). The arbitration proceedings, including the enforcement of the award, shall be conducted in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

**IN WITNESS** whereof the parties have executed and delivered this Agreement as a deed on the date stated at the beginning of this Agreement.

**[Execution pages to follow]**

**EXECUTION PAGE**

**THE SELLER**

**EXECUTED and DELIVERED** as a Deed  
for and on behalf of  
**CHINA SHIPBUILDING TRADING COMPANY LIMITED**  
by *Song Chao*  
its duly authorised attorney-in-fact  
in the presence of:

)  
)  
) *宋超*  
)  
)  
)

Witness signature: *Ge Xiujiang*

Name: *Ge Xiujiang*

Address: *Guangzhou*

**EXECUTED and DELIVERED** as a Deed  
for and on behalf of  
**GUANGZHOU SHIPYARD INTERNATIONAL  
COMPANY LIMITED**  
by *Zhou Xuhui*  
its duly authorised attorney-in-fact  
in the presence of:

)  
)  
)  
)  
)  
)  
) *周旭辉*  
)  
)

Witness signature: *Ge Xiujiang*

Name: *Ge Xiujiang*

Address: *Guangzhou*







**Appendix 1**  
**Building Contract**

List of Documents

- Shipbuilding Contract dated 31 March 2021
- Memorandum on 16,000teu Container Vessel Hull No. 21110018/19/20/21/22/23
- Specifications