

Pls find below clean recap for your perusal

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CHRT'S: JSW STEEL LTD & NOMINEE

DISPONENT OWNERS-TRAFALGAR SHIPPING SRL Via Pammatone, 7/34 -  
16121

Genoa – Italy

DISPONENT OWNERS BANKING DETAILS:

Account no. : 040- 236465 838

Beneficiary : Trafalgar Shipping S. R. L .

Via Pammatone 7/34, Genoa, 16121,

Italy

Beneficiary Bank: The Hongkong and Shanghai Banking Corporation Limited  
(HSBC)

1 Queen's Road Central, Hong Kong.

Swift Code: HSBCHKHCHKH

VESSEL-MV TRAFALGAR TBN

1) Product and Qty: Total 29200 MT +/-5% CHOP

2) Load Port: Ennore and Vizag, India

Discharge Port: Piombino, Italy

3) Terms:

ENNORE: FREE IN 5000 Mt / Day BSS 4 HOOKS PWWD. 12 hrs turn time EIU / HD

VIZAG: FREE IN 5000 Mt / Day BSS 4 HOOKS PWWD. 12 hrs turn time EIU / HD

PIOMBINO: FREE OUT 4000 Mt / Day bss 4 hook PWWD. 12 hrs turn time EIU / HD

Vessel to load at Ennore first, then further proceed to Vizag.

Standard loading and shipping conditions applicable for Piombino shipments. Direct sailing and only JSW cargo exclusively.

4) Cargo Dimensions:

Ennore – Piombino: 14200 MT

Blooms – 10000 MT

Size: 280 x 370, Length 8.4 mtr, Wt: 6.8 MT max

Round Bar – 4200 MT

Diameter: 60-125 MM max, Length: 5 mtr max, Wt: 4-5 MT max

Vizag – Piombino: 15000 MT Blooms

Size: 280 x 370, Length: 8.4 mtr max, Wt: 6.8 MT max

5) Freight inclusive of ETS/any other surcharges: USD 52 PMT / DHD: USD 8000 PDPR

6) Laycan: 01-05 june 2024

7) Trans-shipment not permitted.

8) Stowage – under deck.

9) VESSEL NOMINATION

Vessel details to be given for charterers acceptance in the attached format, time limit 24 working hours excluding holidays. Owner's to nominate the actual performer at least 7 days' prior commencement of 1st day of laycan. If owners fail to nominate vessel in the given time frame, charterers have the option to look for another vessel. This step would be taken after informing the owners. Differential in freight would be debited to the owners.

10) VESSEL CRANES

Vessel to have all working cranes capable of lifting the Charterers intended cargo as per enquiry along with the lifting gears. In the event, one of the cranes not working for continuous 4 hours, charterers have the option to use shore cranes at owners cost. This cost would be as per the port rules. Same applies for discharge port as well. In the event the vessel cranes fail to discharge & receivers/Charterers unload the same, all additional costs shall be debited to owner's account. All additional cost, damages, consequential losses due to this delay will be on the Owner's account at both load as well as discharge port.

11) Full set of 3/3 original clean shipped on board b/l's marked 'freight prepaid' or 'freight payable as per charter party' to be released against copy of remittance advice submitted by the Charterers to owners. 100% Freight minus Bank Charges to be paid w/in 5 banking days but always before breaking bulk. Receiving relevant freight invoice raised by owners & other necessary docs requested by Charterers.

Freight to be remitted to owners directly in their bank a/c in USD. Bank a/c details to be furnished in the Charter Party and freight invoice.

Bills of lading to be signed "As Agent for and on behalf of the master ", with the master name with Carrier name evidencing in the body of the bl.

Relevant documents like IT NOC & Tax residency certificate to be provided for freight remittance. If Freight has to be paid in Rupees, RBI TT Selling rate to be applied of the day of sailing. If vessel sails on a non-banking day, Ex Rate preceding working day to be applied. If charterers intend to pay advance freight, 90 % of the freight minus Bank Charges of the CP qty to be paid, Freight Prepaid Bills of Lading to be released basis swift copy of the 90 % freight, balance freight to be paid always before breaking bulk.

Freight and Demurrage Invoices to be issued as below:

1. Ariba Ref no to be used in the invoice as ref no.
2. Vizag Invoice to be raised in favour of: JSW STEEL LIMITED – Raigarh Address.
3. Ennore Invoice to be raised in favour of: JSW STEEL LIMITED – Salem address

Mandatory docs required for freight and demurrage payment, to be sent in one email:

1. Freight Invoice
2. SOF
3. TRC
4. Online Form 10F
5. IT Noc
6. No PE Certificate
7. Ship Registry

Without above documents, charterers will be unable to pay freight.

12) Conline / Congen B/Ls to be used as per Chrt l/c requirement.

13) Freight deemed earned as cargo being loaded pro-rata discount-less and non-returnable vessel and or cargo lost or not lost

14) For cargo remarks on the mate's receipt, difference in consignee on the BL and MR, difference in description of goods between MR and BL, owners to issue bills of lading as per charterers format. Charterers will issue LOI in the owner's name in attached format. Any remarks on the cargo has to be shown coil wise in the survey report. In absence of OBL at disport, LOI for discharge into port agent's custody only to be issued by chrts in owners standard PNI club format.

Acceptable Remarks on MR for CRCA cargo (if applicable):

- Quality / weight / Measurement as declared by shipper
- Said to be / said to weigh
- Covered cargo – Internal contents unknown
- Minor dents on outer cover
- Minor dents on inner cover
- Minor dents on outer edge protecting ring
- Minor dents on inner edge protecting ring
- Coils with binding straps broken / missing
- Coils edge protecting ring damaged / missing
- Coils having thin layer of cargo dust on outer surface
- Coils having oil / grease stains

For any-other remark, specific approval to be taken from JSW in writing mentioning the coil no.

15) Any/all taxes/dues/fees/charges/wharfages etc. calculated on cargo to be for Charterer's account. Same on Vessel / Freight / Crew to be for Carrier's account. But all taxes / dues at disport on vessel to be on owners account.

16) Owners guarantee that both performing ship& ship owners/managers (the company as defined by ISM code) comply in full with the requirements of ISM code. Furthermore, ship owners and the vessel must be fully ism and Lloyds club compliant and the ship has to carry an international ship security certificate (ISCC) on board. Upon request, owners shall provide a copy of relevant document of compliance and safety management certificate to the buyers/charterers. Owners to be fully responsible for any loss, damage expense or delay caused by failure to comply with ism code requirements.

17) Detention / Demurrage:

Detention/Demurrage of load port and discharge port, if any to be settled within 150 days after vessel completes discharging operation and owners submitting non disputed NOR / SOF / Laytime calculation by email. Owners provide documentary evidence to confirm EGM has been closed by respective agents at load port.

Detention/Demurrage Calculation:

Load port:

IF LINER IN:

Valid NOR to be accepted once submitted in port limits. 12 hours turn time to be applicable. Any stoppage due to crane breakdown will not be accountable for the charterers. If the vessel is waiting at anchorage, and existing vessel at berth is delayed by rains, this rain timing will be excluded from the lay time calculation. If vessel is out of lay can, lay time to commence from commencement of loading. Load Rate is on pro rata basis per day & per hook. 1st shifting to be on owners account

even if on demurrage (Anchor Heave up or Pilot on board whichever is earlier to Custom Clearance).

#### IF FREE IN:

Valid NOR to be tendered upon arrival within Port Limits. 12 hours Turn Time to be applicable. Any stoppage due to crane breakdown will not be accountable for the charterers. Load Rate is on Pro rata basis per day and per hook. If the vessel is waiting at anchorage, and existing vessel at berth is delayed by rains, this rain timing will be excluded from the lay time calculation. If vessel is out lay can, lay time to commence from commencement of loading. 1st shifting to be on owners account even if on demurrage (Anchor Heave up or Pilot on board whichever is earlier to Customs Clearance).

Discharge port:

#### IF LINER OUT:

Valid NOR to be accepted once submitted in port limits. Waiting for berth not to count as detention.

#### IF FREE OUT:

Valid NOR to be tendered upon arrival within port limits. 48 hrs waiting per port for owners account. Once ship is at port, detention would be only applicable if 100% vessel is idle during normal port working hrs. 1st shifting to be on owners account even if on demurrage (Anchor Heave up or Pilot on board whichever is earlier to Customs Clearance). If the vessel is waiting at anchorage, and existing vessel at berth is delayed by rains, this rain timing will be excluded from the lay time calculation.

Demurrage/detention, if any to be settled within 150 days after vessel completes discharging operation and owners submitting NOR / SOF / Laytime calculation by email.

Docs required for Detention payment to be same as docs required for freight payment.

18) Vessel to provide sufficient lights as on decks and in holds for night work if, when and where required, free of charge. Any time lost by reason of inefficient gears / equipment or breakdown of the gears, not to count as laytime or to count on pro-rata basis. All direct related expenses arising by reason of defective gears / equipment or breakdown of the same to be for owners account. Crane operator cabins shall be of sturdy construction and fitted with fans in good working conditions.

19) Any disputes regarding stevedores damage to the vessel to be settled directly between owners and stevedores and any additional time occupied in repairing damage not to count as laytime provided same does not affect cargo working and seaworthiness. Master to notify agents and stevedores in writing within 24 hours after occurrence, except in case of hidden damages. In case of stevedore damage claims charterers to make best effort to assist owners to recover same from stevedores without any responsibility.

20) Master to provide 5/4/3/2/1 day's definite eta notices at load port and bi-weekly ETA at disport.

21) Cargo to be always block-stowed and stowed under deck.

22) All the bills of lading to show disport agents name / address and contact numbers.

23) Owners to always check and Satisfy themselves on regulations / restrictions at loadport and disport including draft limitation. Charterers not to be responsible for any stoppages, delays etc arising out of Owners non-compliance with port restrictions/rules.



24) Lien clause not applicable.

25) It is understood that freight includes extra war risk insurance, crew bonus, deviation cost, armed guards, ETS, extra equipment, any other insurance premium levied during the course of voyage, Kidnap and Ransom insurance including on account of Piracy.

26) English law to apply and arbitration in London.

27) Gencon 94 CP to apply as attached.

28) Cargo to be released against customer bank guarantee, if OBL's are not available but only after Shippers' consent.

29) Force Majeure: If, on account of hostilities, war, blockades, revolutions, insurrections. Mobilizations, strikes, lockouts, riots or other civil commotions, destruction's of goods herein contracted for by fire or by flood or on account of plague or other pandemics and epidemics, the fulfilment of this charter party in whole or in part is rendered impossible, it shall be deemed to be null and void for the affected shipment(s) in question only without prejudice to the rights or obligations of either party occurred or incurred in respect of anything already done or executed and no liability shall attach to either party to this charter party.

30) Charterers' nominated agent at load port and discharge port.

31) Vessel to be less than 20 years old.

32) If Qty is above the tolerance then, owners and charterers to share 50 % of freight on incremental quantity. All Letter of Indemnity to be prepared and given to charterers for signing by owners / agents / brokers. Dead freight or incremental qty to be calculated on total qty loaded on the vessel from all load ports.

33) Cp chain along with CP to be given at the time of nomination and offer should not be from below companies strictly:

1. M/s Navinya shipping services pvt ltd
2. M/s Simtra international face
3. M/s Navin transport
4. M/s Western bulk carrier
5. M/s Johann mk bluementhal gmbh and co kg
6. M/s Phaethon international co sa
7. M/s Hanssy shipping pte ltd
8. M/s Shanghai hengxin shipping co ltd
9. M/s Tera projects & shipping sdn bhd
10. M/s Allied Shipping
11. M/s Victory Shipping
12. M/s Hannara Shipping
13. M/s Seatech Shipping
14. M/s Ian Shipping

34) If Vessel is out of Lay Can, charterers have the right to cancel the fixture and book another ship. If the freight paid is more than that agreed in the CP, differential of freight / all consequential losses to be debited / recovered from owners / brokers with whom the fixture has been cancelled. Alternatively, Charterers have the option to accept the vessel basis reduction in freight of basis USD 1/MT/day till the vessel arrives even if beyond owner's control.

35) Performing vessel(s) always to be in conformity with applicable United States law and United Nations proclamations prohibiting certain flags/ownership/management from participating in trade covered by this charter,

including restrictions imposed by the US treasury department, office of foreign assets control (ofac) and the US commerce department, bureau of US industry and security (bis) and united nations proclamations prohibiting certain flag/ownership/management from participating in trade covered by this charter. Owners responsible for all cost/consequences if in violation of this warranty. Owners to ensure vessel / owners / CP comply to all sanctions applicable at the time shipment.

36) Upon fixing of main terms, Owners subjects to be clean, Charterers subjects to be of 24 working hours.

37) Vessel to carry only JSW's cargo.

38) Disport P & I Survey report required evidencing operations from the start of unloading till the carting of cargo to be appointed and payable by owners.

39) COVID 19 CLAUSE

Any quarantine imposed/waiting delay due to crew health issues/testing/inspection due to COVID 19 to be on owners account at load port and discharge port

40) Port captain to be appointed by owners on owner's time and cost.

41) Relevant Shipping clauses to be substituted from Shipping conditions (if attached)

42) Attached Shipping terms and discharge port restrictions to be followed (if attached)

43) LOI to be made by Owners/Brokers and sent to JSW for issuance.

44) Laytime to be reversible.

45) Notwithstanding anything agreed in the Charter Party, Voywar Clause or any other Clauses, the agreed freight is valid for the duration of the voyage, irrespective of whether the vessel passes via Suez or otherwise.

46) If the holds are found to be unsatisfactory for loading Charterers Cargo, then all time from the time it's found unsatisfactory till the time holds are found satisfactory for loading Charterers Cargo will not count towards laytime even if on Demurrage. In such a situation, the NOR tendered would not be accepted and a fresh valid NOR would have to be retendered.

47) NILL ADD COM+1.25%